

# Collective Bargaining Agreement

**PALM SPRINGS UNIFIED  
SCHOOL DISTRICT**

**&**

**CALIFORNIA TEAMSTERS,  
PUBLIC PROFESSIONAL  
AND MEDICAL EMPLOYEES  
UNION, LOCAL 911**

**GENERAL EMPLOYEE BARGAINING UNIT**

## **TEAMS 2**

**July 1, 2022 - June 30, 2025**

Updated: July 1, 2024



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**APPENDIX**

A	SALARY SCHEDULE (HOURLY RATE 7/1/19)
A.1	SALARY SCHEDULE (MONTHLY RATE 7/1/19)
A.2	SALARY SCHEDULE (SUPERVISION AIDE HOURLY RATE 7/1/19)
B	PERFORMANCE REPORT FOR CLASSIFIED EMPLOYEES
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F	PROFESSIONAL GROWTH PILOT PROGRAM

## **ARTICLE 1. PARTIES AND DATE**

This Agreement is entered into between the Palm Springs Unified School District (hereinafter “District”) and California Teamsters Public, Professional and Medical Employees Union, Local 911 (hereinafter “Union”). This Agreement shall be effective from July 1, 2019, through June 30, 2022.

## **ARTICLE 2. RECOGNITION**

- 2.1 REPRESENTATION.** Pursuant to the requirements of Government Code Section 3544.1, the District recognizes Teamsters Local 911 as the exclusive bargaining representative for all regular and restricted (as defined in Education Code § 45105) classified employees of the Palm Springs Unified School District holding those positions described in Appendix B, attached hereto and incorporated by reference as part of this Agreement. All newly created positions with representative duties of those positions recognized herein, except those that lawfully are Management, Confidential, or Supervisory, shall be assigned to the Teamsters Local 911 General Employee bargaining unit. If the Union disagrees with the District designation of Management, Confidential or Supervisory employees, the Union may challenge such designation in accordance with applicable laws and regulations of Public Employees Relations Board. Excluded from this unit are all positions designated Management, Confidential, Supervisory, all substitutes, temporary employees and positions exempt from the classified service.

When used hereinafter, the word "employee" shall mean employees within the unit covered hereby unless otherwise stated.

- 2.2 NEW MEMBER PACKETS.** The Union shall supply new member packets to the Personnel Department to be distributed to all new classified employees. The District will have an opportunity to review said packets prior to distribution.



### **ARTICLE 3. DISTRICT RIGHTS**

- 3.1 RIGHTS AND RESPONSIBILITIES.** It is agreed that the District retains all of its power of direction, management and control to the full extent of the law. Included in these powers are the exclusive rights to (a) determine its organization; (b) direct the work of its employees; (c) determine the hours of District operations; (d) determine the kinds and levels of services to be provided, as well as the methods and means of providing them; (e) establish its educational policies, goals and objectives; (f) ensure the rights and educational opportunities of students; (g) determine staffing patterns; (h) determine the number and kinds of personnel required; (i) maintain the efficiency of District operations; (j) determine District curriculum; (k) design, build, move or modify facilities; (l) establish budget procedures and determine budgetary allocation; (m) determine the methods of raising revenue; or (n) take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. The recital in no way limits other District powers as granted by law.
- 3.2 LIMITATIONS.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms conform with law.
- 3.3 EMERGENCY MODIFICATION.** The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of the grievance procedures hereinafter described. No District rights, either in this section or otherwise, may be exercised arbitrarily, capriciously, or in retaliation for the exercise of employee rights.

## **ARTICLE 4. ORGANIZATIONAL RIGHTS**

The Union shall have the following rights in addition to the rights contained in any other portion of this Agreement:

- 4.1 **ACCESS TO PREMISES.** The District agrees to grant official representatives of the Union access and the right to discuss any grievance or problem arising under the terms of this Agreement with any employee during working hours. It is agreed that there will be as little interference as possible by the Union's Business Representatives or Shop Stewards during the working hours of said employee. It is agreed that the Chief Shop Steward shall be permitted to conduct a reasonable amount of Union business during working hours without loss of pay and that the Union may use District facilities to conduct meetings when such facilities are available. The exercise of the rights contained in this Article are subject to reasonable regulation of the District.
  - 4.1.1 The right to use without charge institutional bulletin boards, mail boxes and the use of the school mail system, and other District means of communication.
  - 4.1.2 The right to reasonable use without charge of institutional facilities, equipment and buildings at reasonable times. Such use shall be required in accordance with District policies and past practices.
  - 4.1.3 The bargaining unit shall have the right, during regular work hours, to hold one meeting per contract year in addition to an annual ratification meeting. No meeting will exceed thirty (30) minutes in length. The Chief Shop Steward shall seek advance approval of the date and time for such meetings from the appropriate supervisor(s).
- 4.2 **PUBLIC DOCUMENTS.** The right to receive one (1) copy of public agendas, minutes and supporting data of the meetings of the Board of Education. One (1) copy shall be sent to the Chief Shop Steward.
- 4.3 **SHOP STEWARDS.** The District recognizes the need and affirms the right of the Union to designate Shop Stewards from among employees in the unit. The Union reserves the right to designate the number and method of selection of Shop Stewards. The Union shall notify the District in writing of the names of the Shop Stewards and the group they represent. If a change is made the District shall be advised in writing of such change.
- 4.4 **STEWARDS ASSISTANCE.** Stewards shall be entitled to seek and obtain assistance from Union staff personnel at mutually agreed upon times between the employee and the immediate supervisor.
- 4.5 **SENIORITY ROSTER.** The right to be supplied with a complete roster by location and a seniority roster by class of all employees annually.

- 4.6 **POSITION ABOLISHMENT.** If the District proposes to abolish a position or a class of positions, it shall notify the Union who shall be given the opportunity of reaction on the proposed cuts.
- 4.7 **PROVISION OF DOCUMENTS.** The District will provide the Union with copies of all rules, regulations, and policies that affect employees. Upon request the District shall provide each employee with a personal copy of all rules, regulations, memorandums, contracts, directives, policies, etc., at no charge to the employee, that pertain to the employee.
- 4.8 **NEW HIRE EMPLOYEES.** The District shall notify the Union Business Representative of any new employees and shall indicate the class for which hired and employee's address.
- 4.9 **CONTRACTING OUT UNIT WORK.** During the life of this Agreement the District agrees that it will not contract out work which would result in a reduction in bargaining unit work or work force unless the Union specifically agrees to same or contracting is specifically required by the Education Code.

## ARTICLE 5. ORGANIZATIONAL SECURITY

- 5.1 **DUES DEDUCTIONS.** The District will deduct from the pay of Union members and pay to the Union the normal and regular monthly membership dues as voluntarily authorized in writing by the employee on the appropriate District form subject to the following conditions:
- 5.1.1 **FORMS.** Such deduction shall be made only upon submission of a form acceptable to the District to the designated representative of the District duly completed and executed by the employee.
- 5.1.2 **CHANGES.** The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period following the pay period in which the request for dues deduction was made.
- 5.2 **MAINTENANCE OF MEMBERSHIP.** The parties agree that unit members covered by this Agreement who are members of the Teamsters Local 911 at the time of ratification and each unit member covered by this Agreement who becomes a member of said Union after that date, shall maintain his/her membership in the Union until thirty (30) days prior to the expiration date of this Agreement.
- 5.3 **HOLD HARMLESS CLAUSE.** The Union shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.
- 5.4 **DISTRIBUTION.** Within thirty (30) days after the execution of this contract, the District shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit and the Union. Each employee shall be provided by the District without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

## **ARTICLE 6. WAGES AND BENEFITS**

**6.1 WAGE SCALES.** The wage scales and benefits applicable to employees in the designated bargaining unit covered by this Agreement are found in Appendix A, attached hereto and incorporated herein by reference.

6.1.1 The Teams 2 salary schedule shall be increased by 4.5% effective July 1, 2023. After the 4.5% Salary Schedule increased is applied, unit members shall receive a one-time 0.5% off-schedule payment as compensation to accommodate, among other things, those unit members who are not eligible to participate in the health benefit programs. The one-time off-schedule payment shall be calculated on base pay only (does not include stipends, overtime, or extra duty pay) and shall be paid to all unit members in a paid status as of March 1, 2024.

Teams 2 Salary schedule shall receive a 0.5% restructuring on July 1, 2024.

This concludes negotiations through the 2024-25 school year. If the funded COLA for 2024-2025 exceeds 2% Teams 2 shall have the right to reopen Article 6.

6.1.2 The classification and compensation study will be implemented as negotiated commencing on January 1, 2020. The four-year implementation schedule is included as Appendix B.

**6.2 COMPREHENSIVE MAJOR MEDICAL COVERAGE.** The District will provide comprehensive major medical coverage in accordance with Teamsters Trust for full time employees (7 hours or more). Benefits provided by insurance are based solely upon the coverages agreed upon during negotiations. The District may explore and use other means of maintaining such benefits, and the Union agrees to participate, upon request, in committee study of cost containment measures. The plans are as follows:

Anthem Blue Cross (PPO)  
Anthem Blue Cross (HMO)  
Kaiser (HMO)

6.2.1 **DENTAL COVERAGE.** The District provides Dental Plan coverage to the employee and family.

6.2.2 **LIFE INSURANCE.** The District provides life insurance on the employee only, at no cost to the employee.

6.2.3 **VISION INSURANCE.** The District provides vision insurance to the employee and dependents.

- 6.2.4 Part-time employees (working less than seven (7) hours, but not fewer than three (3) hours shall receive \$50K Life Insurance paid by the District.
- 6.2.5 Classified employees hired prior to July 1, 1993, will be "grandfathered" in at their 1992-93 rate of coverage.
- 6.2.6 **CHANGES IN BENEFITS.** Changes to benefits shall be subject to annual negotiation.

The District will contribute toward the actual cost of health and welfare benefits (Medical, Family Dental and Vision) up to a maximum of \$18,755 per eligible full-time employee per benefit year. Costs that exceed the District's contribution may be covered through plan changes (e.g. coverage changes, carrier changes, increased co-pays and/or increased deductibles), individual payroll deductions for excess premium costs and/or offsets/deductions from salary. The establishment of the maximum contribution does not constitute a waiver of the Union's right to negotiate increases to the District's contribution. Prior to the implementation of any increased payroll deductions, there shall be a grace period during the beginning of any plan year to allow the parties to meet and negotiate regarding any insurance cost increases that exceed the maximum contribution. This grace period shall extend, if necessary, from July 1 through December 31 of the plan year (currently the plan year is contiguous with the fiscal year). During the grace period, the District will cover the increased costs of benefits for the new plan year while the parties continue to negotiate. The parties agree to make a good faith effort to meet and negotiate a minimum of two times per month during the "grace period." If agreement is not reached by December 31, the District shall have the right to implement individual payroll deductions to recover the costs that exceed the maximum contribution during the "grace period" and costs rolling forward from that point. The payroll deductions shall be based on composite rates for the plan selected (unless the parties have agreed to a different basis) and shall be divided evenly over the remainder of the benefit year.

**6.3 RETIREE BENEFITS.** The District shall permit employees who retire at 50 years of age or over with a minimum of ten consecutive years of service to pay for health insurance through the District for retiree and spouse at current District cost, for whatever health insurance and coverage the District provides for its employees each year until the retiree and spouse reach 65 years of age or until they qualify for Medicare, whichever occurs earlier, so long as the District's coverage is not thereby jeopardized. The retiree may be required, at the option of the District, to pay the District in advance for this coverage on a monthly or quarterly basis.

- 6.3.1 **Early Retirement:** The District will provide an incentive for early retirement based upon the following conditions:

- a. Employee, to be eligible, must have a minimum of ten (10) years of service in the District in a position (or positions) in the bargaining unit and be qualified to participate in the Health and Welfare benefits program.
- b. Employee must be 55 years or older at the time of retirement.
- c. Employee must actually retire from the District through PERS.
- d. Eligible retirees will be entitled to single subscriber HMO coverage (based on a tiered rate structure and the District contribution will not exceed \$5,000 per year per retiree) from the date of retirement for five (5) years or to age 65, whichever occurs first. Those eligible employees retiring at less than full-time will receive a prorated rate. The HMO plan available to retirees shall be the same as the plans available to current active employees.

Employees hired prior to July 1, 1993, who were “grandfathered” based on the language found in Article 6.2.5, will be treated as full-time equivalents for purposes of retirement.

- e. This Article will be implemented beginning July 1, 2006.
- f. Eligible employees may purchase spouse/dependent coverage.

6.3.2 The District will make available to eligible employees leaving their employment with the District the opportunity to continue enrollment in medical and dental benefit plans, as set forth in A.B. 528, found in California Education Code Section 7000, et seq. Enrollment in such plans is subject to the District's procedures pertaining to such matters, and interested employees should contact the District office for detailed procedural information.

6.3.3 **SUPPLEMENTAL RETIREE MEDICAL BENEFITS POOL:** The District will establish a supplemental retirement fund to enhance post-retirement medical benefits to unit members who meet the eligibility requirements in Article 6.3.1. The pool will be funded by a contribution of .5% from the total cost of salaries as of February 1.

- a. The District and the Union will meet in March of each school year to determine a cap (the cap will be determined by the committee on an annual basis) and the amount of coverage available to each retiree. Following the March meeting, a Memorandum of Understanding will be developed to outline the available benefit coverage for the upcoming fiscal year. Retirees will be offered no more than the cost of the current benefit cap for active Teams 2 unit members.

- b. In no event shall the costs of this program exceed the money available in the Fund. Should the costs of participation exceed the funds available in the Fund, the coverage for participating retirees shall be reduced on a pro-rata basis so that the costs of the benefits do not exceed the funds available to support this program.

6.3.4 **BENEFITS DURING SUMMER LAYOFF.** If possible, the District shall prepay insurance premiums so that employees who are in layoff status during summer recess will not lose insurance benefits to which they otherwise would have been entitled.

## 6.4 SALARY PLACEMENT

6.4.1 **NEW EMPLOYEES.** New employees (employees with no prior employment with this District) shall start on the entry-level step of the appropriate salary range, except as set forth below:

If a new employee has past work experience which was recent and similar to that for which he/she has been hired, he/she may be placed on any salary step above the entry level up to and including Step 3 of the salary range assigned, at the discretion of the Assistant Superintendent, Human Resources. Placement on Step 4 or above requires Board approval. The basis for placement shall include but not be limited to qualifications considerably above minimum or difficulty in recruitment for that particular position. The supervisor of the employee or candidate shall request such action and is required to furnish reasons for such placement to the Board should it be necessary.

6.4.2 **STEP ADVANCEMENT: SALARY INCREASE.** On the first of the next month following completion of the first year of employment and annually thereafter the employee is eligible to receive his/her salary step increase.

6.4.3 **PLACEMENT AFTER LEAVE OF ABSENCE.** Wherever these Rules provide that a break in service shall be disregarded, the employee, upon return from leave of absence shall resume his/her step placement and advancement on the range as though the leave had not been taken; however, leave time will not be counted for step advancement purposes. The salary anniversary date shall be adjusted.



- 6.4.4 **PLACEMENT WHEN DEMOTED.** An employee who accepts a voluntary demotion shall be placed on the step of the range of a lower classification which is closest to the rate he/she earned in the higher classification, provided that he/she shall not receive a salary increase thereby. He/she shall retain the anniversary date established in the higher classification. The order in an involuntary demotion shall specify the step of the schedule at which the employee shall be placed.
- 6.4.5 **SUMMER SCHOOL EMPLOYMENT.** For the purposes of application of the rules relating to summer school employment, every classified employee shall be deemed to be employed twelve (12) months during each school year regardless of the number of months in which he/she is normally in a paid status.
- 6.4.6 **SUBSTITUTE EMPLOYEES.** In the event that a substitute employee is being used to cover the absence of a permanent employee, placement on the salary schedule shall be at Step 1 of the classification range they are subbing in. If the substitute employee is a former permanent employee of the District, he/she shall receive pay not less than the range and step when last employed with the District.
- 6.4.7 **PROMOTIONAL SALARY PLACEMENT.** Placement after promotion will be consistent with 4271.3 of the Classified Personnel Rules and Regulations (Step 1 or the Step that represents not less than 5% salary increase). Longevity, if appropriate, shall be added to the promotional salary placement.
- 6.5 RESTORATION.** Any permanent classified employee who voluntarily resigns from his/her permanent classified position may be reinstated or reemployed by the Board of Education of the District, to a position in his/her former classification as a permanent employee, in a related lower class or a lower class in which the employee formerly had permanent status within thirty-nine (39) months after his/her last day of paid service and without further competitive examination. If the Board elects to reinstate or reemploy a person as a permanent employee under the provisions of this section, it shall disregard the break in service of the employee and classify him/her as, and restore to him/her all of the rights, benefits and burdens of a permanent employee in the class to which he/she is reinstated or reemployed.
- 6.5.1 Reinstatement or reemployment of a former employee shall have the following effects:
- a. Restoration to the former step in the salary range for the class, or, if reemployed in a lower class, to the rate closest to that of the step to which he/she would be assigned if he/she were reinstated in his/her former class.
  - b. If restored to permanent status, restoration of accumulated sick leave and seniority.

- c. Establishment of new anniversary date, without step advancement credit for the off-duty period.

**6.6 HOLIDAY PAY.** All employees shall be entitled to payment for an authorized holiday, provided that they were in a paid status during any portion of the workday immediately preceding or succeeding the holiday.

6.6.1 Employees working less than full-time shall receive holiday pay on a pro rata basis at the same rate as their normal compensation.

6.6.2 When an employee is required to work on any authorized holidays, he/she shall be paid compensation, or given compensating time off for such work, in addition to their regular pay received for the holiday, at the rate of two and one-half (2-½) times his/her regular rate of pay.

**6.7 PERSONAL PROPERTY REIMBURSEMENT.** In accordance with Education Code Section 35176 and 35213, school employees will be reimbursed for the cost of replacing or repairing personal property belonging to the employee when:

6.7.1 Such property is damaged in the line of duty without fault of the employee; or

6.7.2 If such property is stolen from the employee by robbery or theft while the employee is in the line of duty and is personal property which would normally be expected to be provided by the employee to enable the employee to perform his/her prescribed duties in a reasonable and satisfactory manner.

6.7.3 Reimbursement or replacement shall not be made for wear or damage due to normal use. Personal property kept on the District premises must be declared by the employee in writing, a value established, and the possession on the premises and value approved by the appropriate District level administrator. The personal property referred to in the preceding sentence does not include those items necessary for an employee to function or perform his/her work; e.g., clothing, eyeglasses, hearing aids or watch.

6.7.4 **REIMBURSEMENT FOR REPAIR.** The amount of reimbursement for the cost of repairing damaged or stolen personal property, as herein defined, shall be established by paying the employee the lower of two estimates obtained by the employee from firms normally engaged in the repairing or replacing of such property. Should the cost of repair to the damaged property exceed the cost of replacing with similar property of a prudent and reasonable value for the purpose for which it is required in the satisfactory performance of the employee's duties, then this replacement cost will be the amount reimbursed the employee.

6.7.5 **REIMBURSEMENT FOR REPLACEMENT.** The amount of reimbursement for the replacement of personal property, as defined herein, and/or damaged beyond repair, shall be established in the following manner.

- a. The actual value at the time of the loss of such property will be determined by either competent appraisal and/or mutual agreement between the employee and the Assistant Superintendent of Business Services.
- b. The cost of replacing the lost property with similar property of a prudent and reasonable value for the purpose for which it is required in the satisfactory performance of the employee's duties will be determined. The lesser of the two amounts computed under A and B, above shall be the amount to be reimbursed the employee.

6.7.6 **SUBROGATION RIGHTS.** In the event the employee is paid the costs of replacing or repairing such property the District shall, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damaged property. The District may file and prosecute an action to enforce its subrogation right in any court of competent jurisdiction.

6.8 **EFFECT OF DUAL ASSIGNMENT.** In the event that a unit member regularly performs work in another District position, in addition to such employee's primary assignment, which must be in the bargaining unit, whether or not the other position is a part of the bargaining unit, such work shall be used in computing the unit member's total hours for purposes of determining the level of benefits provided by this Agreement or by applicable law to classified employees who are members of the bargaining unit. This provision is intended to provide that an employee who, for example, works three (3) hours as an instructional aide, and two (2) hours as a noon duty supervisor, both jobs being on a regular basis, shall be entitled to benefits as if he/she had a five (5) hour job in the bargaining unit. Work performed as a substitute will not constitute regular work, for purposes of this section, where the job being performed is either regularly assigned to another employee or is in the process of being filled.

6.9 **TRAVEL REIMBURSEMENT.** Travel from one site to another during a unit member's working hours, as required by the District, shall be reimbursed at the rate approved by the Board of Education.

6.10 **BILINGUAL STIPEND.** Effective March 1, 2023, bargaining unit classifications designated as bilingual will receive a five percent (5%) stipend to be added to their base salary. Permanent employees working in the non-designated bilingual positions listed below, that have obtained district bilingual certification, will receive a three percent (3%) stipend to be calculated from their based salary.

- |                                       |  |
|---------------------------------------|--|
| ➤ Registrar                           | ➤ School Office Technician                 |
| ➤ School Administrative Assistant     | ➤ LVNs                                     |
| ➤ School Administrative Assistant II  | ➤ Prevention Specialist                    |
| ➤ School Administrative Assistant III | ➤ Family & Community Engagement Specialist |
| ➤ School Office Specialist            | ➤ District Community Liaison               |

Employees who hold a non-designated bilingual position cannot refuse to speak a second language even though they are not receiving a bilingual stipend.

- 6.11 **LOST CHECKS.** Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced upon notification to the District and the District will take immediate action.
- 6.12 **TUITION REIMBURSEMENT PROGRAM.** The purpose of the program is to create an opportunity for classified employees to climb within the organization. Those eligible employees who participate in the program can select one of two avenues: Earn a Bachelor's degree that can lead to candidacy to a teaching credential program that can lead to a teaching position within the district or taking coursework/specialized trade training that leads to the ability to compete for a job of higher classification within the classified ranks.

A joint committee made up of the two shop stewards, the Director of Classified Employees and the Assistant Superintendent for Human Resources (Two Teamsters Representatives and two District Representatives) will approve/reject all applications to the program. This is a first come, first serve program as there is a yearly maximum dollar amount to be used for the sustenance of the program. The committee will determine eligibility utilizing proof of acceptance to a University/College or Trade Program, the current performance evaluation (no unsatisfactory ratings) of the employee and the appropriateness of the course work towards growing within the organization.

The tuition reimbursement program will operate on a fiscal year basis (July 1 through June 30). Permanent classified employees, who work 3 hours or more daily, shall be eligible to participate in the program.

Each fiscal year, the district will place \$20,000 on a line item to support this program. This program will automatically sunset should there be a fiscal crises in which cuts to the budget are necessary except those employees who have been pre-approved by the committee will be allowed to complete the courses they are enrolled in and receive reimbursement.

The reimbursement rate used to reimburse eligible participants will not exceed the current Per Unit Cost/Registration Fee of California State Universities. Community College fees will be approved as long as they do not exceed Cal State University per unit cost and course work is approved by the committee.

Monies will be used to reimburse eligible participants for tuition costs only. Monies will not be used to reimburse for application fees, parking fees, textbook fees, fees for materials related to coursework or fees related to retaking a course.

The Tuition Reimburse Program is voluntary and time spent on courses will not be considered as time worked for the District.

Interested participants must complete the application and hand deliver to Human Resources. The application will be receipted (date and time) and a receipt will be issued to the employee as proof of completed application.

When an employee is selected to participate in the program, in order to remain eligible for reimbursement, the following criteria must be continuously met:

A course grade of “C” or equivalent, or higher must be attained in all course work.

The participant must be currently employed by the District (three hour employee minimum) and the most recent evaluation must include satisfactory ratings in all areas.

All course work must be taken at an accredited educational institution (University Program) or at a government recognized institution (Trade Program).

Failure to meet the aforementioned conditions will result in the immediate removal of the employee’s participation in the program as well as future participation.

Reimbursement will be provided to an employee in a timely manner once the employee has shown proof of completion of the coursework by providing an official form indicating a course grade of “C” or above and a copy of receipt of payment.

Any employee who receives reimbursement must remain in the employ of the District for two (2) years after completion of any course for which reimbursement was made. If the employee is terminated or voluntarily terminates employment prior to the two year mark, he/she must repay the District for all reimbursed costs. Each employee selected to participate in the program will sign a contract acknowledging the conditions of the program.

In the case where an employee temporarily leaves district employment for internship purposes (i.e., student teaching) and returns to the District after 1 year, the repayment of educational reimbursement shall be waived.

This item will remain a non-grievable item.

## ARTICLE 7. HOURS OF EMPLOYMENT AND OVERTIME

**7.1 WORKDAY AND WORKWEEK.** The maximum number of hours of regular full-time employment of an employee is eight (8) hours a day and forty (40) hours a week, consisting of five (5) consecutive days. The normal workweek starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight. Assignment of a different workweek may be made by the District, and the District may employ persons for lesser periods of time (less than eight (8) hours per day or five (5) days per week) and may, through authorized administrators, order and authorize employees to work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week.

**7.1.1 LUNCH PERIODS.** All employees shall be entitled to an uninterrupted lunch period after the full-time employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of one-half (1/2) hour which will be taken at the convenience of the job being performed and as close to midway of the workday as possible. Reasonable clean-up time will be excluded from the lunch period.

**7.1.2 REST PERIODS.** All employees shall be granted rest periods, which insofar as practicable shall be in the middle of each work period except as provided for in Section 7.1.3 at the rate of fifteen (15) minutes per four (4) hours worked which shall include the rest periods.

**7.1.3** Rest periods of a total of thirty (30) minutes on evening or special work shifts shall be scheduled to the mutual convenience of the full-time employees and supervisors.

**7.1.4 REST FACILITIES.** Employees shall have access to staff lounge and lavatory facilities at each work site.

**7.2 OVERTIME DEFINED.** Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. No one shall order or authorize overtime unless it is compensable as provided herein.

**7.3 AUTHORIZATION OF OVERTIME.** Overtime must be authorized by the Superintendent of Schools or designee, and the authorization must be given in advance of the time worked whenever practicable. Overtime may only be ordered by supervising management.

### **7.4 COMPENSATION FOR OVERTIME**

**7.4.1 PAID OVERTIME.** A regular employee who works authorized overtime shall be paid at a rate equal to one and one-half times his/her regular rate of pay for the overtime worked. The rate of pay for authorized overtime on Sundays shall be paid at a rate equal to two times his/her regular rate of pay. Overtime shall be distributed and rotated equally among employees in the bargaining unit within each department or worksite. An offer of an overtime assignment shall be made

to the qualified bargaining unit employee with the least accumulated overtime in the school year.

- 7.4.2 **COMPENSATORY TIME OFF.** An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 7.4.1 of this Article. Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in each for all such time at the appropriate overtime rate based on the employee's current rate of pay.
- 7.5 **CALL-IN TIME DEFINED.** Call-in time is non-scheduled working time for a guaranteed minimum amount of hours for reporting to work at the District's request usually in a critical or emergency situation. Call-in time must be ordered and authorized by the employee's immediate supervisor.
- 7.6 **COMPENSATION FOR CALL-IN TIME.**
- 7.6.1 An employee who works authorized call-in time shall be paid for a minimum of two (2) hours at the rate of one and one-half times his/her regular hourly pay. For any part of any hour worked after the two guaranteed minimum, an employee shall be compensated on the quarter hour at the rate of one and one-half times his/her regular hourly pay.
- 7.6.2 It is the responsibility of the employee's immediate supervisor to differentiate on the time card between call-in time and overtime.
- 7.6.3 Call-in and call-back time shall commence upon notification of employee, not to exceed thirty (30) minutes.
- 7.7 **NIGHT SHIFT DIFFERENTIAL.** Any employee regularly assigned to a workshift where the shift is regularly scheduled to commence after 2:00 p.m. shall receive a three percent (3%) pay differential for all hours worked on said shift. Nighttime custodians will not lose their differential if they serve in temporary daytime assignments during the summer.
- 7.8 **SECURITY PERSONNEL**
- 7.8.1 Campus Security/personnel whose regular shifts commence after 5:00 p.m. shall receive a four percent (4%) shift differential.
- 7.8.2 Overtime assignments among Security personnel shall be rotated, to the extent practicable, in the following order:

- 7.8.2.1 **WORKSITE EVENT.** Priority shall be given to the most senior worksite employee first and then successive senior worksite employees until there is a voluntary acceptance of the assignment. If eligible worksite employees do not volunteer for the assignment, the assignment will then be offered to the most senior District-wide employee and successive senior District-wide employees in the same manner. If there are no volunteers for the assignment, the most junior District-wide employee shall be drafted for the assignment. Once the most junior employee has been drafted for an overtime assignment, they shall not be drafted again until all employees on the District-wide list have been drafted in reverse order of seniority. The District-wide list for drafting purposes shall “zero” out at the beginning of every school year.
- 7.8.2.2 **DISTRICT-WIDE EVENT.** Priority shall be given to the most senior District-wide employee first and then successive senior District-wide employees until there is a voluntary acceptance of the assignment. If there are no volunteers for the assignment, the most junior District-wide employee shall be drafted for the assignment. Once the most junior employee has been drafted for an overtime assignment, they shall not be drafted again until all employees on the District-wide list have been drafted in reverse order of seniority. The District-wide list for drafting purposes shall “zero” out at the beginning of every school year.
- 7.8.2.3 Employees who cancel such assignments within four (4) hours of the scheduled event shall be deemed to have worked the assignment and shall be placed at the bottom of the district-wide seniority list. Employees who cancel Worksite or District-wide events for the third time in a fiscal year, shall be removed from both lists (Worksite and District-wide) for a period of six (6) months from the third cancellation.
- 7.8.2.4 When contacted, the employee must make an immediate decision about the overtime. If the Security Department cannot immediately reach the employee, then the Security Department is to log their attempt to contact the employee. The overtime assignment in such a case is to be considered rejected. The log shall be available to review upon request by the Teamsters.
- 7.8.3 Summer school assignments, if any, and recess assignments, if any, shall be rotated among interested security personnel as equitably as practical. Initial assignments shall be made by the District and rotated thereafter. If an interested security officer refuses a summer school or recess assignment, such hours shall be counted against such an employee so that they will be deemed to have worked such time for purposes of further summer school or recess assignments. Summer school or recess assignments shall be offered to permanent security personnel before being offered to employees outside of the bargaining unit. The District will provide a rotation list annually, two (2) weeks prior to the distribution of summer assignment applications.



- 7.8.4 The District may change the workweek and/or shifts of security personnel upon two (2) weeks written notice to the effected employees. Security personnel may volunteer to perform duties in accordance with the altered/modified schedules prior to the expiration of this two (2) week notice period.
  - 7.8.5 Security Personnel shall work an eight (8) hour day inclusive of a 30 minute lunch break. Security personnel will be “on call” during any break and lunch periods.
  - 7.8.6 The first three days of the work year for security personnel will be dedicated to security training.
- 7.9 **SUMMER WORK ASSIGNMENTS.** For purposes of the distribution of summer work assignments to which this contract applies, first consideration will be given to qualified applicants from the same classification as the particular summer assignment under consideration. Thereafter, qualified applicants from the same series will be considered and finally, qualified applicants from a related series will be considered. If no qualified applicant can be found, the District may hire from the outside.

## **ARTICLE 8. VACATION**

**8.1 ACCRUAL OF VACATION BENEFITS.** Each employee shall earn vacation time in accordance with the following.

8.1.1 The hire date shall be used for computation of vacation and shall be the most recent date of employment with the District.

8.1.2 Employees working less than full time (less than eight (8) hours per day or twelve (12) months per year) shall earn vacation based upon the percentage of time their assignment bears to a full-time assignment. Overtime hours will not be computed in time worked.

8.1.3 Probationary employees will earn vacation time during the probationary period. Should an employee terminate, pay for vacation time taken or used, but not earned, shall be deducted from the employee's final paycheck.

8.1.4 Employees will earn vacation in accordance with the schedule shown at the end of this section.

8.1.5 Each permanent employee shall earn vacation at the prescribed rate as part of his/her compensation while on paid leave of absence.

**8.2 MONTH DEFINED.** For the purposes of this rule, a month shall be considered to have one hundred seventy-six (176) working hours and/or twenty-two (22) working days.

**8.3 TIME OF VACATION USE.** Vacation may not be accrued. Vacation earned in one (1) year must be used or taken by the end of the following year. Example: Vacation earned during the first year of employment must be used or taken by the end of the second year. However, twelve-month employees shall be allowed to carry over up to five (5) vacation days into the third fiscal year. This paragraph does not apply to "exempt" positions. Current vacation must be taken as provided in these rules.

**8.4 VACATION REQUESTS.** The following list shows the amount of advance notice required for Vacation or Compensatory Time off:

Two (2) weeks' notice for two (2) weeks or more Vacation/ Compensatory Time

One (1) week notice for one (1) week Vacation/Compensatory Time

One (1) day notice for one (1) day or less Vacation/Compensatory Time

If requesting Personal Necessity or Personal Leave time, you must state reason for request or give explanation for absence.

**NO VACATION TIME** will be authorized by phone for same day use.

**NO VACATION TIME** will be authorized for use as part of an eight (8) hour day unless there has been prior approval.

**SPECIAL NOTE:** Under extenuating circumstances, the above-referenced timelines may be waived. Supervisors shall not be arbitrary or unreasonable in disapproving vacation requests under this Agreement.

- 8.5 SCHEDULES.** Vacation schedules shall be approved by the immediate supervisor or Department Head and Assistant Superintendent, Human Resources. Effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the service and the workload of the department. At least one period of vacation should be taken for not less than five (5) consecutive days in each year of service.
- 8.6 VACATION RATE OF PAY.** The rate at which vacation is paid shall be the employee's current rate of pay. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment.
- 8.7 RIGHTS ON TERMINATION.** Employees with more than six (6) months of service who, either voluntarily or involuntarily, discontinue their employment with the District shall be entitled to the unused vacation time they have earned and shall be granted vacation pay. Employees who terminate with less than six (6) months of service shall not be entitled to vacation pay.
- 8.8 EMERGENCY MODIFICATIONS.** When an employee has accumulated the maximum allowable vacation credit, and when a critical emergency prevents his/her being off duty, the nature and duration of the emergency shall be reported to the Superintendent. The Superintendent may recommend payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.
- 8.9 HOLIDAYS DURING VACATION.** Authorized paid holidays occurring during the period in which an employee is on paid vacation shall not be counted as vacation time.
- 8.10 ILLNESS DURING VACATION.** A period of illness occurring during a vacation period may not be construed as sick leave, except as follows:
- Any permanent employee may interrupt or terminate vacation leave in order to begin sick leave without returning to active service, provided the employee notifies his/her supervisor within twenty-four (24) hours, or as soon as possible and subsequently provides a statement from his/her attending physician attesting to the illness and its duration.
- 8.11 AUDITS.** Vacation available to employees will be audited annually with a verified report given to each staff member.
- 8.12 LESS THAN TWELVE-MONTH EMPLOYEES -- TIME OF VACATION.** Monthly employees working less than twelve (12) months a year are required to take the Winter and Spring recess periods as vacation time unless an employee is scheduled to work during such period. When they are unable to use up all of the vacation time earned, an employee and his/her supervisor should make every effort to see that the remaining days are used during the employee's work year. In case of intercession, employee may be allowed to work during

Spring and Winter recess to provide services to students. Hourly employees will be paid for vacation time during the Spring recess. Vacation will be earned on a pro rata basis. Any vacation balance at the end of the fiscal year beyond the maximum accumulation allowed will be paid to the employee in a lump sum.

**8.13 RATES OF VACATION LEAVE.** For all regular classified employees who were employed *prior to August 1, 1975*, vacation leave shall be earned at the rate of one and one-half days per month for September through June. For employees who are assigned during July and August, vacation leave shall be earned at the rate of two and one-half days per month. For all regular classified employees who are employed on *or after August 1, 1975*, the following schedule of vacation leave allowances shall be in force:

YEARS OF SERVICE	VACATION RATE
1 through 5	September-June..... 1.0 days/Mo.
	July and August..... 1.5 days/Mo.
6 through 10	September-June..... 1.3 days/Mo.
	July and August..... 2.0 days/Mo.
Beyond 10	September-June..... 1.6 days/Mo.
	July and August..... 2.0 days/Mo.

## ARTICLE 9. LEAVES

### 9.1 PAID SICK LEAVE

- 9.1.1 Sick leave is the authorized paid absence of an employee because of illness or injury or exposure to contagious disease.
- 9.1.2 Full-time (8 hours a day, 5 days a week) employees are entitled to one (1) day of paid sick leave for each month of employment.
- 9.1.3 Employees working less than full-time are entitled to sick leave that shall be computed on the basis of hours and days worked. Unused sick leave may be accumulated without limit.
- 9.1.4 At the beginning of each fiscal year, the sick leave bank of the employee shall be increased by the number of days or hours of paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "account" shall be adjusted if a change in assignment alters the amount of sick leave earnable.
- 9.1.5 Sick leave may be taken at any time, provided that new employees with probationary status may use only six (6) days of paid sick leave during their initial probationary period.
- 9.1.6 Pay for any day of sick leave shall be the same pay which the employee would have received if he/she had worked that day, except as provided by Education Code Section 45136 for part-time personnel.
- 9.1.7 In order to receive compensation while on sick leave, the employee must notify his/her supervisor of his/her absence no later than two (2) hours prior to the start of their assigned shift, unless conditions make notification impossible. The burden of proof of impossible conditions is upon the employee.
- 9.1.8 Prior to the end of his/her regularly scheduled shift, the day prior to his/her expected return to work, the employee shall notify his/her supervisor so that a substitute employee may be terminated. If the employee fails to notify his/her supervisor and both the employee and the substitute report to work, the substitute is entitled to the assignment, and the employee shall not receive pay for that day. Employees on "p.m." or "night" shift shall make such notification by noon of the day on which the shift is to start.
- 9.1.9 An employee absent for five (5) working days or more shall be required to present a doctor's statement stating the nature of his/her illness or injury and the date on which the employee is able to return to work, prior to time of return. An employee absent for less than five (5) working days shall file a written statement as to the reason for his/her absence with his/her supervisor.

- 9.1.10 When a person is on a paid sick leave, he/she shall not be penalized in the event an authorized holiday occurs during that time.
- 9.1.11 Sick leave is not earned for the following
  - a. Overtime working hours.
  - b. During a leave of absence without pay for illness.
- 9.1.12 Absence reports shall be directed to the Payroll Department attached to appropriate time reports.
- 9.1.13 An employee who is on sick leave may not continue to receive income from the District if he/she accepts other employment. When an employee is on sick leave or a leave of absence without pay because of illness and wishes to accept other employment, he/she must resign from the classified service of the District. Accepting other employment while on sick leave, without notifying the District, may be grounds for dismissal. A request for leave of absence for reasons of health must be accompanied by permission for release of information and a statement from the attending physician to give a disease diagnosis and prognosis to the satisfaction of the Board of Education.
- 9.1.14 The Superintendent, as the Board of Education's representative, reserves the right, irrespective of whether or not sick leave benefits have been claimed or received, to require a health examination by competent medical authority at District expense, of any employee whenever there is a question of said employee's physical or mental ability to perform the functions of his/her position.
- 9.1.15 An employee whose record of illness appears to follow a pattern of reoccurrence for a series of relatively minor indispositions may be made the subject of a special investigation by the administration. Disciplinary action may be taken if the findings of the investigation warrant such action.
- 9.1.16 An employee will receive District fringe benefits during all periods while in a paid status. In case of personal leave or leave without pay, the employee may maintain benefits at his/her own expense. Benefits terminate upon termination of the employee from the District.

## 9.2 CATASTROPHIC LEAVE

- 9.2.1 To be an eligible participant of the Catastrophic Sick Leave Bank (“Bank”), a bargaining unit employee must donate one (1) day of sick leave during the open enrollment period. If the total number of days in the Bank exceeds 350 on the first day of September of any year, members who have previously donated will be exempted from donations that year. Total withdrawal from the Bank in any one year will not exceed 200 days, however, the Committee may vote to exceed the 200 days if the need arises.

- 9.2.1.1 New members wishing to enter the Bank will be required to donate one (1) day during the open enrollment period in the year they join regardless of the total number of days in the Bank.
- 9.2.2 The sick leave day contribution will be authorized on the appropriate form and continue from year to year under the provisions addressed below until canceled by the employee.
- 9.2.3 Following the initial enrollment, an employee may only join the Bank during the annual open enrollment period during the month of September. Employees hired after September 1 will have an open enrollment period of thirty (30) days following the date of hire.
- 9.2.4 Bargaining unit employees otherwise eligible for Catastrophic Sick Leave during the initial open enrollment period may apply for a donation from the Bank without making a prior donation.
- 9.2.5 Donations of sick leave days to the Bank shall be irrevocable. Sick leave which is donated under this section shall be deducted from accrued sick leave authorized.
- 9.2.6 A catastrophic injury or illness shall be defined as: a serious injury or illness as determined by the Committee (see 9.2.8 below) which shall incapacitate an employee for an extended period of time (in excess of sixty (60) consecutive calendar days) based upon competent medical opinion.
- 9.2.7 The first fifteen (15) days of illness or disability must be covered by the employee's own sick leave, differential pay or leave without pay. After fifteen (15) days, employees who have exhausted their sick leave but still have differential leave available are eligible for a withdrawal from the Bank. The District shall pay the employee's full pay and the Bank shall be charged one sick leave day. Differential leave runs concurrently with Catastrophic Leave. The employee may use the remaining differential leave after exhausting the Catastrophic Sick Leave.
  - 9.2.7.1 Leave from this Bank may not be used for illness or disability for which the employee is receiving Workers' Compensation benefits.
  - 9.2.7.2 The maximum number of days allowed for a member of the Bank for a single catastrophic injury/illness shall not exceed forty (40) work days. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, the Union and/or the Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.
  - 9.2.7.3 The Committee may vote to exceed the forty (40) work day limitation, but in no event will the Committee approve more than eighty (80) days for any one employee.

- 9.2.8 The employee who receives leave from the Bank shall furnish all requested medical information deemed necessary by the Joint Catastrophic Sick Leave Bank Committee (to be referred to as the Committee, as defined in section 9.2.11). The Committee determines whether the injury or illness is catastrophic as well as the employee's eligibility to receive donated leave under this section. Upon request by the Committee, the employee shall submit a "Sick Leave Bank Request for Withdrawal" form for the release of medical information to determine the right to receive leave from the Bank.
- 9.2.9 An employee who wishes to donate sick leave shall submit a "Certified Sick Leave Bank Deposit" form to the Personnel Office. This form authorizes the donation to the Bank. No surrender shall go into effect until approved by the Joint Catastrophic Sick Leave Bank Committee. The decision of the Committee shall not be subject to the grievance procedure, but may be reviewed upon appeal to the Committee.
- 9.2.10 An employee who has submitted a request to donate sick leave, and an employee who receives leave from the Bank, shall each execute an agreement satisfactory to the Committee. The agreement will confirm understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each employee agrees to indemnify and hold the Committee, the District and the Union harmless from any claims, demands, or causes of action related to the donation or to the granting or denial of any leave pursuant to this Article.
- 9.2.11 No action taken by the Committee under this section shall be subject to the grievance procedure of this Agreement. The Committee shall be composed of four (4) members, two (2) of which are appointed by the District and two (2) of which are appointed by the Union. Committee members must be members of the Bank. An employee dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave Plan herein-provided, may submit a request for an appeal for reconsideration with additional supportive documentation. No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) days after the action or decision in question. A tie vote represents a denial of the request. The Committee shall have no jurisdiction to hear any request which is not submitted with the required time frame.
- 9.2.11.1 The Committee shall review, in a timely manner, matters which are submitted to it. The Committee shall prepare a written report regarding the matter submitted to it.
- 9.2.11.2 The Committee shall be responsible for informing employees of solicitation for donations earmarked for the Bank.
- 9.2.12 If any provision of this section is held to be unlawful then this entire section shall be null and void. The section supersedes any obligation of the District under Education Code section 44043.5.



### **9.3 ENTITLEMENT TO OTHER SICK LEAVE**

9.3.1 Pursuant to Education Code Section 45196, full-time employees shall be credited annually with one hundred (100) days of differential sick leave. Such days shall be counted as of, and run concurrently with, the first day of absence due to injury or illness. In the event there is differential sick leave remaining after exhaustion of accumulated sick leave then, in that event, such differential sick leave shall be paid at fifty percent (50%) of the employee's base pay (not including stipends, overtime, or extra duty pay) Unused differential sick leave does not accumulate from year to year.

Entitlement to sick leave provisions under this section if any shall be considered "entitlement to other sick leave," for the purposes of computing benefits under the provisions of Education Code Section 45196 if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, vacation or other available paid leave has been exhausted.

9.3.2 After exhaustion of all paid leave a permanent employee may be placed on unpaid leave upon request and with the approval of the Assistant Superintendent, Human Resources and Board of Education. When placed on unpaid leave, the employee shall not again become eligible for paid leave until the commencement of a new fiscal year in which he/she has rendered service.

**9.4 TRANSFER OF ACCUMULATED SICK LEAVE.** Any employee of any school district who has been an employee of that district for a period of one (1) calendar year or more and who terminates such employment for the sole purpose of accepting a position in another school district and who subsequently accepts, within one (1) year of termination of his/her former employment, such position shall have transferred with him/her to the second district, the total amount of earned leave of absence for illness or injury to which he/she is entitled under Education Code Section 45191.

### **9.5 TERMINATION OF SICK LEAVE**

9.5.1 An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties and, if the leave has been for more than twenty (20) working days, provided that he/she has notified the District of his/her return at least three (3) working days in advance.

9.5.2 If at the conclusion of all sick leave and additional leave granted under these rules, the employee is still unable to assume the duties of his/her position, the following steps must be taken:

9.5.2.1 The employee may submit his/her resignation and request to be placed upon the reemployment list; or

The employee may make a request for leave of absence without pay because of illness. This must be supported by a statement from his/her physician.

- 9.5.2.2 The request will be submitted to the Assistant Superintendent or his/her designee for approval.
- 9.5.2.3 The Assistant Superintendent or his/her designee shall recommend to the Board of Education to do one or more of the following:
  - (1) Approve the grant of leave of absence without pay for a period not to exceed six months, or
  - (2) Deny the request for leave of absence without pay; and
  - (3) Order the employee terminated from the classified service because of being physically or mentally unable to perform the duties of his/her position.
- 9.5.2.4 If the employee is terminated by the Board of Education, he/she will then be placed on a layoff reemployment list for a period of thirty-nine (39) months in the same manner as though he/she were laid off for lack of work or lack of funds.

## **9.6 INDUSTRIAL ACCIDENT AND INDUSTRIAL ILLNESS LEAVE**

- 9.6.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45192 and this rule. Upon receiving such knowledge, the District shall notify the injured employee, or in case of death his/her dependents, that he/she may be entitled to benefits under this section.
- 9.6.2 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that the illness or injury was related to the performance of his/her duties. Such paid industrial accident or illness leave shall not be for more than sixty (60) working days. In the event such industrial accident or illness is caused by assault and/or battery, the paid industrial accident or illness leave shall not be for more than one (1) calendar year.
- 9.6.3 Paid industrial accident leave shall be granted, after three (3) years of continuous service, from the first day of absence to and including the last day of absence resulting from each separate industrial illness or industrial injury.
- 9.6.4 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid sick leave to which an employee may be entitled.
- 9.6.5 If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if he/she is

eligible for this benefit. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to disability benefits derived from Workers' Compensation.

- 9.6.6 After all paid illness leave has been exhausted following a paid industrial accident leave, an employee must receive pay from accrued vacation to the extent necessary to make up the employee's regular salary when receiving temporary disability allowance, without penalties, from the Workers' Compensation disability program.

After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay. The total time of all leave benefits provided under this rule, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one industrial accident or industrial illness.

- 9.6.7 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.

- 9.6.8 An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.

- 9.6.9 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months, if not placed in another position.

- 9.6.10 An employee who fails to accept an appropriate assignment after being medically approved to return to work shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis, and in assignment areas which the employee has made himself/herself available. Employees removed from a reemployment list under this Article may appeal the removal to the Assistant Superintendent, Human Resources.

- 9.6.11 While an employee is on any paid leave resulting from an industrial accident or illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award, exceed the employee's regular salary. A permanent employee's regular salary is computed on the basis of the

number of hours and days in his/her basic daily assignments. An employee who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the employee was in paid status during the preceding year. An employee who received a shift or other salary differential shall lose the advantage of the differential after ten (10) consecutive days of paid industrial accident leave for any one accident or illness. During all paid leaves resulting from an industrial accident or illness, the employee shall endorse to the District all wage-loss benefit checks received under State Workers' Compensation Insurance laws. The District shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions. Final allowance for permanent industrial disability settlements shall not be subject for remittance to the District under this rule.

## **9.7 BEREAVEMENT LEAVE**

- 9.7.1 Every employee employed for at least 30 days shall be granted up to five (5) days of bereavement leave upon the death of a family member. Bereavement leave must be completed within three (3) months of the date of the death. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of the Education Code or as may be provided by the Board of Education of this District. The employee may request to use additional accrued, unused vacation, personal leave, or paid sick leave to the Assistant Superintendent of Human Resources or his/her designee for approval. Requests for exemptions to bereavement leave shall be submitted to the Assistant Superintendent of Human Resources or his/her designee for approval.
- 9.7.2 Member of immediate family means mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother or grandfather of the employee or the employee's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother or sister of the employee, or any person living in the immediate household of the employee.
- 9.7.3 For additional Bereavement Leave refer to Personal Necessity Leave.

## **9.8 JURY DUTY AND WITNESS LEAVE**

- 9.8.1 Leave of absence for jury service shall be granted to any employee who has been officially summoned to jury duty in local, state or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to, and the subpoena or court certification is filed with, the District. Request for jury service leave should be made by presenting the official court summons to jury service to the immediate supervisor.
- 9.8.2 Leave of absence to serve as a witness in a court case shall be granted an employee when he/she has been served a subpoena to appear as a witness, not

as the litigant in the case. The length of leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period provided that the witness fee for such leave is assigned to, and the subpoena or court certification is filed with, the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the immediate supervisor.

9.8.3 The jury service fee and witness fee referred to above do not include reimbursement for transportation expenses.

9.8.4 An employee who has received leave of absence under this rule shall make himself/herself available for work during hours when his/her presence is not required in court.

**9.9 ABSENCE FOR EXAMINATION.** Every employee shall be permitted to be absent from his/her duties during working hours in order to take any examination for promotion in the District without deduction of pay or other penalty, provided that he/she gives adequate prior notice to his/her immediate supervisor.

**9.10 MILITARY LEAVE.** Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code and that of Article 9.11.

**9.11 LEAVE OF ABSENCE WITHOUT PAY**

9.11.1 Leave of absence without pay may be granted to a permanent employee, upon written request subject to the following restrictions:

- a. Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps may be granted for a period not to exceed twenty-four (24) months.
- b. Time off without pay for a period not to exceed five (5) consecutive days may be granted by recommendation of the immediate supervisor with the approval of the Assistant Superintendent, Human Resources.
- c. The granting of a leave of absence without pay gives to the employee the right to return to his/her position at the expiration of his/her leave of absence provided that he/she is physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the employee so assigned must be reassigned upon completion of the leave.

9.11.2 The Board of Education may, for a good cause, cancel any leave of absence by giving the absent employee due notification. Such notification shall be of sufficient time to permit the employee to return; however in no case shall the amount of time be less than three (3) days.

- 9.11.3 An employee may make written request to his/her supervisor to return to work prior to the expiration date of the leave. The Assistant Superintendent, Human Resources may recommend to the Board of Education approval or rejection of the request.
- 9.11.4 Failure to report for duty within ten (10) working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the District. The termination may be appealed in the same manner as any other dismissal for cause.
- 9.11.5 If the employee's classification has been abolished during the employee's absence, he/she shall be laid off for lack of work and placed on the reemployment list for the class effective on the date of termination of leave and shall be entitled to all "layoff" benefits. He/she may be returned to a vacant position in a class at the same or lower salary level for which he/she is qualified.
- 9.11.6 Time spent on any personal leave shall be considered a break in continuous service, i.e., this time shall not be counted toward seniority for the purposes of establishing retention lists in the event of a layoff, or for computing seniority credit for promotional examination.

**9.12 LEAVE TO SERVE IN AN EXEMPT, SUBSTITUTE OR SHORT-TERM POSITION**

- 9.12.1 Any permanent employee who accepts an assignment within the District to any exempt, substitute or short-term position shall, during such assignment, be considered for status purposes as serving in his/her regular position, and such assignment shall not be considered separation from service.
- 9.12.2 The employee may, with the approval of the District, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in an exempt substitute or short-term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the appointing authority.

**9.13 SICK LEAVE FOR MATERNITY**

- 9.13.1 Any employee shall be granted a leave of absence for reason of maternity which shall include childbirth, false pregnancy, termination of pregnancy and recovery therefrom.
- 9.13.2 Sick leave for maternity shall commence when the employee is physically unable to work and when so directed by the physician.
- 9.13.3 An employee on maternity leave shall report to work after no more than twenty (20) working days from the birth of the child or termination of pregnancy, or in cases of false pregnancy upon release of physician. An exception to this may be

additional sick leave when the request is accompanied by a physician's statement of need or personal leave which may be granted without pay.

9.13.4 Total paid leave for all sections shall not exceed five (5) calendar months.

9.13.5 Bargaining Unit Members who give birth to a child shall receive up to six weeks of paid leave. This leave shall start immediately upon the birth of a child. This leave shall not be deducted from unit member's accrued sick leave. The six weeks must be contiguous, cannot be used intermittingly and is not applicable during breaks and non work time.

**9.14 PERSONAL NECESSITY LEAVE.** Any days of absence for illness or injury earned pursuant to Section 9.1 may be used by the employee, at his/her election, in cases of personal necessity. Such leave shall not be accrued and will be charged against an employee's sick leave. However, no such absence in excess of seven (7) days may be used in any school year and only for the following reasons:

9.14.1 **BEREAVEMENT.** Death of a member of an employee's immediate family when additional leave is required beyond that provided in Section 9.7. Leave shall also be allowed with compensation for attendance at the funeral of the relatives not living in the immediate household.

9.14.2 **ACCIDENT.** An accident involving his/her person or property, or the person or property of a member of his/her immediate family.

9.14.3 **COURT APPEARANCE.** Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. This will only be granted upon written request with a copy of the subpoena or order and must be filed two (2) days prior to the absence with the Assistant Superintendent, Human Resources.

9.14.4 **FAMILY ILLNESS.** Illness or injury, that may be of a serious nature to any member of the immediate family, and of such an emergency nature as to require the presence of the employee during his/her working day.

9.14.5 **DISABLING CONDITION.** Disabling dental or optical conditions (such as broken glasses) which cannot be classified as sick leave, but which impair the effectiveness of the employee because of the nature of his/her job as an employee of the District. In case an immediate appointment to remove the disabling condition is not available, the Personnel Office should be informed.

9.14.6 **OTHER.** Said leave shall be for events which (1) are serious in nature, (2) involve circumstances the employee cannot disregard, and (3) require the attention of the employee during such employee's assigned working hours.

9.14.7 **PROOF OF PERSONAL NECESSITY.** The District may adopt rules and regulations requiring and prescribing the manner of proof of personal necessity for the purpose of this Section 9.14.

## **9.15 LIMITATIONS AND CONDITIONS OF PERSONAL NECESSITY LEAVE**

### **9.15.1 Relationship to Personal Sick Leave.**

- a. The total number of days allowed in one (1) school year shall not exceed seven (7) days and are chargeable to personal sick leave.
- b. The days allowed shall be deducted from and may not exceed the number of full days of illness or injury to which the employee is entitled under the sick leave policy.
- c. An employee must reimburse the District for any overuse of sick leave.

### **9.15.2 Non-accumulative. Personal necessity leave shall be non-accumulative.**

### **9.15.3 Personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.**

### **9.15.4 Employee's Statement**

- a. The employee shall state that such absence was due to a personal necessity and outline the nature of such necessity.
- b. Such form shall be recommended, or not, for payment by the supervisor and shall be submitted to the Assistant Superintendent, Human Resources for final approval.

## **9.16 LEAVE OF ABSENCE TO VOTE.** Employees who are voters may claim necessary time off to vote at general, direct primary or presidential primary elections under the provisions of the State Elections Code.

## **9.17 RELIGIOUS LEAVE.** In each fiscal year, an employee is entitled to one (1) day of religious leave without loss of pay. If an employee does not take the leave allowed in any one (1) fiscal year, the leave not taken shall not accumulate from year to year. Such leave shall be granted only where attendance at said employee's place of work would make impossible observance of that holiday by the religious worship called for by such employee's faith.

## **9.18 UNION LEAVE.** In each fiscal year, the District shall provide an aggregate total of forty-four (44) hours paid leave for use by authorized employees to attend to Union business. Written authorization from the Union to use leave must accompany leave request. Leave request must be submitted at least one (1) week in advance.



## **ARTICLE 10. SAFETY CONDITIONS OF EMPLOYMENT**

- 10.1 CONDITIONS.** The District shall make reasonable efforts to provide safe and healthful working conditions.
- 10.2 ENFORCEMENT AUTHORITY.** The requirements for safe working conditions are established and maintained pursuant to District policy and State law, under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety and the District has jurisdiction and responsibility for inspection and enforcement of standards. However, disputes arising relating to reasonable employee safety processes may be subjected to the grievance process.
- 10.3 SAFETY COMMITTEE.**
- 10.3.1 The District shall establish and maintain a Safety Committee, and a Union member shall serve on said Committee. Said Union member shall, to the extent required for meetings of the Committee, be provided with release time in addition to any release time otherwise provided by other sections of this Agreement.
- 10.3.2 The District will require the Safety Committee to meet a minimum of four (4) times per year. (The District recognizes the need for a safe working environment and encourages all employees to be involved in safety issues on an ongoing basis by working directly with all District personnel.) Such meetings will be established in the Fall and Spring in collaboration with all employee representatives.
- 10.4 REPORTING OF ACCIDENT OR INJURY.** Each employee shall be responsible for reporting an accident to his/her supervisor as soon as possible but in no event later than the end of his/her work shift.
- 10.5 RAIN GEAR.** Rain gear shall be available to all employees required to work under "wet" conditions.
- 10.6 CAMPUS SECURITY.** The parties agree to form a committee to review Campus Security issues including body armor, body cameras and patrol car cameras. The committee will be made up of three District appointees and three Teamster appointees. The committee will begin to meet no later than November 1.

## ARTICLE 11. VACANCIES, TRANSFERS AND PROMOTIONS

### 11.1 VACANCIES

- 11.1.1 **DEFINITION.** A vacancy is defined as a new or existing bargaining unit position which the District intends to fill.
- 11.1.2 **POSTING OF VACANCIES.** All vacancies shall be posted and open for application at the District office for at least six (6) working days following the issuance of the vacancy notice, except for those positions in which an eligibility list already exists or which will be filled by transfer. Each notice shall announce the final day on which applications will be received, and applications received after the final date on the notice shall not be considered.
- a. If a bargaining unit member indicates in writing to the Personnel Office his/her interest in receiving a notice for a specific job vacancy which may be posted during that recess, and, before the recess, deposits with the Personnel office a stamped, self-addressed envelope for each notice in which he/she has indicated an interest, a copy of the notice(s) will be mailed to the employee.
- 11.1.3 When a vacancy occurs, the District shall attempt to fill the vacancy with a current bargaining unit member in the following way: with a transferring employee, pursuant to Section 11.2 below; or with promotion from within the bargaining unit, pursuant to Section 11.4 below.
- 11.1.4 **ELIGIBILITY LISTS.** The District shall provide copies of all eligibility lists to the authorized Union representative and/or designee.
- 11.1.5 **BILINGUAL SKILL REQUIREMENT.** The District shall notify the Union when they desire a bilingual skill requirement of a vacant position which was not previously designated as such.

### 11.2 TRANSFER

- 11.2.1 **DEFINITION.** A transfer is defined as a change of employee assignment that results in a change of the assigned worksite without a change in classification. A transfer may be either voluntary or involuntary. The District reserves the right to make any reassignment or transfer of an employee to any position within the classification of that employee in any field in which the employee's qualifications meet District requirements. In all cases, the welfare of the employee shall be considered as secondary only to the total school program as determined by the District.
- 11.2.2 **VOLUNTARY TRANSFERS.** A voluntary transfer is one sought by an employee. The transferring employee is required to participate in the screening, testing or interviewing process, but must be qualified as determined by the District. The

filing of a request for transfer shall not jeopardize the employee's current assignment. A request for transfer may be withdrawn by the employee making it at any time, unless a commitment for replacement has been made by the Personnel Office. All other facts being equal, priority shall be given to qualified employees within the District in order of seniority.

**11.3 INVOLUNTARY TRANSFERS.** An involuntary transfer is any transfer not sought or not requested by the employee transferred. An employee may be transferred for the good of the service, from one position to another in the same classification, at the discretion of the immediate supervisor with the approval of the Superintendent or designee provided that such action shall not be taken for punitive, unlawfully discriminatory, or preferential reasons. An involuntary transfer shall not be used as a device to alter the effects of impending layoff, although employees whose positions are to be eliminated may transfer to other classes. The employee shall not receive seniority credit in the new class for service in other classes; however, he/she shall retain such credit as seniority in the classified service. An employee who is involuntarily transferred shall receive priority consideration on voluntary transfer requests for a period of two (2) years.

#### **11.4 PROMOTIONS**

11.4.1 **DEFINITIONS.** A promotion is defined as any change in classification except a reclassification pursuant to these rules.

11.4.2 **PROCEDURES.** Permanent employees in the bargaining unit who meet the qualifications (as set out below) shall be given consideration in filling any job vacancy within the bargaining unit which can be considered a promotion. Such employees shall be given this consideration after the posting of the position vacancy. When a fully qualified employee applicant who has successfully completed the screening, testing and interviewing process has applied for a promotional vacancy, the District shall select that applicant if he/she is, within the rule of reason, as qualified for the position as every other applicant if the District fills the position. If more than one such employee applies, the employer shall select the more qualified. Only if both employees are equally well qualified shall the more senior be selected. Following completion of the interview process, the Personnel Office will attempt to notify the interviewed bargaining unit promotional applicants of the status of their applications.

11.4.3 **ANNIVERSARY DATE AND SALARY PLACEMENT.** The date of the effective promotion shall become the new salary anniversary date. When an employee accepts a regular promotional assignment the salary shall be adjusted to the minimum or to that step of the new range that represents not less than a five percent (5%) salary increase.

**11.5 INTERNAL RULES.** The District may establish and maintain its own internal rules and procedures for interviewing, screening, testing and so forth under this section, provided that such internal rules and procedures do not conflict with any provision of this Article.

## **ARTICLE 12. HOLIDAYS**

**12.1 SCHEDULED HOLIDAYS.** The District agrees to provide employees with the following paid holidays.

- 12.1.1 New Year's Day (Winter Break)
- 12.1.2 Martin Luther King Day
- 12.1.3 Lincoln's Day
- 12.1.4 Presidents' Day
- 12.1.5 Spring Recess Day (Winter Break)
- 12.1.6 Memorial Day
- 12.1.7 Juneteenth Day
- 12.1.8 Independence Day
- 12.1.9 Labor Day
- 12.1.10 Veteran's Day
- 12.1.11 Thanksgiving Day and the following Friday
- 12.1.12 Admission Day (Winter Break)
- 12.1.13 Christmas Eve Day or New Year's Eve Day (Winter Break)
- 12.1.14 Christmas Day
- 12.1.15 One additional day to be the day prior to Spring Recess Day (Winter Break)

**12.2 HOLIDAY ELIGIBILITY.** An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

**12.3 YEAR-ROUND SCHOOLS.** Ten (10) Month employees on year-round school tracks shall have the same number of paid holidays as ten (10) month employees assigned traditional school year schedules.

**12.4 HOLIDAY PLACEMENT.** The District shall publish a calendar reflecting holiday placement by October 1<sup>st</sup> of each school year.

## **ARTICLE 13. PERFORMANCE EVALUATIONS**

- 13.1 FORMS.** The Parties have agreed to an evaluation form which includes standards and procedures for employee evaluations and which is attached hereto as Appendix E, and incorporated as part of this Agreement by reference. Performance evaluations are corrective rather than punitive, although nothing in this Article shall preclude the District from noting on performance evaluations unsatisfactory work or making negative comments which may lead to or become the basis of discipline. Any marking of "unsatisfactory" or "needs to improve" shall, if applicable, be accompanied by specific recommendations for improvement and/or provision for assisting employee in meeting standards.
- 13.2 EVALUATION SCHEDULE.** Probationary employees: at the end of five (5) months; Permanent employees: at least once a year before the end of the school year; All employees within sixty (60) days of the day they were last under control of a supervisor, when through transfer, promotion or demotion they have moved to another department or school.
- 13.3 PROCEDURE.** The employee's supervisor shall gather input from the immediate worksite supervisor, if applicable (to include supervisory bargaining unit employees) and co-evaluator (if applicable) prior to presentation and discussion with the employee. The evaluator shall present the performance evaluation report to the employee and shall discuss it with him/her. The employee shall be given ten (10) working days to respond in writing to the evaluation before it is placed in the employee's personnel file. A timely response shall be attached to the evaluation before it is placed in the file. The evaluation may then be submitted to the Assistant Superintendent, Human Resources for review.
- 13.4 APPEAL RIGHTS.** Only the evaluation procedures and not the contents of an evaluation shall be subject to the grievance procedure of this Agreement. An employee who is not satisfied with the contents of a performance evaluation shall, upon his/her written request, be granted a review conference with the Assistant Superintendent, Human Resources. The Assistant Superintendent's decision regarding the disposition of the contents of the evaluation shall be final.

## **ARTICLE 14. DISCIPLINE**

- 14.1 **DEFINITION.** For purposes of the procedures set forth herein, discipline is deemed to be suspension, reduction in class, demotion or termination. A letter of reprimand placed in the file, reduction in classification, or a suspension of five (5) days or less or involuntary transfer are deemed to be summary discipline, subject to Sections 14.6 and 14.7, below.
- 14.2 **CAUSE FOR DISCIPLINE.** Discipline shall be imposed on permanent employees in accordance with the terms of this section and for just cause, consistent with and subject to provisions of the Education Code, if any. Any of the following shall constitute grounds for discipline of a bargaining unit employee, but the imposition of discipline shall not be limited to these grounds:
- 14.2.1 Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability or failure to perform the assigned duties in a satisfactory manner.
  - 14.2.2 Insubordination, failure to obey reasonable direction or observe reasonable rules of School District management supervisors, or willful and/or persistent violation of provisions of District Policies and/or the Education Code.
  - 14.2.3 Conviction (as defined in the Education Code) of any felony, conviction of a misdemeanor involving moral turpitude; dishonesty harmful to public service, immoral conduct harmful to public service, intoxication on duty, use of narcotics, or fraud in obtaining employment with the District.
  - 14.2.4 Political activity during the assigned hours of duty.
  - 14.2.5 Persistent discourteous treatment of the public or of fellow employees or other willful failure of good conduct tending to injure the public service.
  - 14.2.6 Absence from duty without authorization, including excessive tardiness.
- 14.3 **NOTIFICATION REQUIREMENTS.** In taking disciplinary action against a permanent bargaining unit employee under this section, a written notice of proposed discipline shall be personally served on the bargaining unit employee or served by certified mail, return receipt requested, at least ten (10) calendar days prior to the effective date of the proposed action. The notice of proposed discipline shall contain:
- 14.3.1 A description of the proposed action and its effective date;
  - 14.3.2 A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
  - 14.3.3 Copies of materials, if any, in the possession of the District and on which the proposed action is based;

- 14.3.4 A statement of the bargaining unit employee's right to a hearing regarding the charges, as provided for below;
- 14.3.5 A statement of the employee's right to be represented during this procedure;
- 14.3.6 Prior to disciplinary action being recommended to the Board of Education, the employee shall be entitled to meet with the Assistant Superintendent of Human Resources in an attempt to resolve the matter and thereafter with the Superintendent. The employee must request a meeting with the Assistant Superintendent of Human Resources within three (3) calendar days of notification as set forth in 14.3. If the employee wants to meet with the Superintendent, the employee must notify the Assistant Superintendent of Human Resources during the meeting with the Assistant Superintendent of Human Resources.

**14.4 RECOURSE TO HEARING OFFICER.** Should disciplinary action be recommended to the Board of Education, the Union shall have the right to refer such action to an impartial hearing officer selected by mutual agreement. The effective date of the proposed disciplinary action shall be held in abeyance pending the decision of the hearing officer.

14.4.1 **FAILURE TO AGREE ON AN OFFICER.** If the District and the Union cannot agree upon a hearing officer, the American Arbitration Association will be requested to supply a list of five (5) names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by lot. The District and the Union equally will share the cost, if any, of the hearing officer. The issues to be submitted to the hearing officer are as follows: Is the proposed discipline for just cause, or was (employee's name) disciplined for just cause (whichever is appropriate). If not to what remedy, if any, is (employee's name) entitled?

14.4.2 **EFFECT OF FAILURE TO APPEAL.** Failure of the Union to appeal the decision to the Board of Education shall make the decision of the hearing officer final and binding.

**14.5 APPEALS**

**14.5.1 THE UNION OR THE BARGAINING UNIT EMPLOYEE MAY APPEAL THE DECISION OF THE HEARING OFFICER TO THE BOARD OF EDUCATION BY FILING A WRITTEN RESPONSE TO THE DECISION WITH THE BOARD OF EDUCATION CLEARLY STATING THE REASONS FOR APPEAL. THIS RESPONSE MUST BE FILED WITH THE BOARD OF EDUCATION WITHIN FOURTEEN (14) CALENDAR DAYS OF THE RECEIPT OF THE HEARING OFFICER'S DECISION. THE BOARD OF EDUCATION SHALL REVIEW THE DECISION OF THE HEARING OFFICER BASED ON THE TRANSCRIPT OF THE HEARING. THE DECISION OF THE BOARD OF EDUCATION IS FINAL.**

## 14.6 SUMMARY DISCIPLINE

- 14.6.1 Summary discipline is a suspension of five (5) working days or less or any action resulting in a reduction in classification.
- 14.6.2 Summary discipline may be appealed in writing to the Superintendent or designee, and thereafter by the bargaining unit employee to the Board of Education.

## 14.7 LETTERS OF REPRIMAND

- 14.7.1 Prior to a written reprimand, other than as part of a scheduled performance evaluation, being placed in a bargaining unit employee's personnel file the affected bargaining unit employee shall have the right to a conference with the management supervisor issuing the reprimand. The bargaining unit employee may, at the bargaining unit employee's request, be represented by the Union at this conference.
- 14.7.2 The employee shall have ten (10) days from receipt of the reprimand to file a written rebuttal which shall be attached to the reprimand if it is placed in the bargaining unit employee's personnel file. This ten-day (10) time limit may be waived by mutual and written agreement of the parties.

14.8 **IMMEDIATE SUSPENSION.** Notwithstanding any of the above provisions, the parties agree that in circumstances where the conduct of a bargaining unit employee is reasonably believed by the District to constitute a threat to the person or property of the District, its employees or students, an immediate suspension with written notice is required at the time of the suspension. Whether or not such suspension should have been with, or without, pay shall be decided by the hearing officer or the Board of Education whichever is applicable. As soon as practical after the suspension, the bargaining unit employee shall be entitled to a conference with the Assistant Superintendent of Personnel who has the authority to adjust the dispute.

14.9 **SEX OR NARCOTICS OFFENSE.** Notwithstanding any of the foregoing, a bargaining unit employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code, or any narcotics offense as defined in Section 44011 of the Education Code, may be suspended as provided for in Section 45304 of the Education Code.



## ARTICLE 15. LAYOFF, REDUCTION IN HOURS IN

### • *LIEU OF LAYOFF AND REEMPLOYMENT RIGHTS*

- 15.1 REASONS.** Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by the length of service.
- 15.1.1 **LENGTH OF SERVICE.** For purposes of this rule, for service commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.
- 15.1.2 **ORDER OF LAYOFF.** The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first. Reemployment shall be in the reverse order of layoff.
- 15.2 DEFINITIONS.**
- 15.2.1 **RETENTION LISTS.** Classified employees, probationary and permanent, listed in order of seniority and by class and classification. The most senior employee is to be listed first.
- 15.2.2 **SENIORITY.** The length of time of uninterrupted service of an employee in the classified service of the District, except that employees who are reinstated under the Education Code guidelines or contractual procedures as well as employees on approved paid or unpaid leaves shall not be considered as an interruption/break in service. For example prior to July 1, 1971, the total number of days from date of employment shall be counted. Regardless of hours worked per day, or months per year, a day is a day and a year is a year. From July 1, 1971, to day of termination, seniority shall be computed on the basis of the number of hours worked in a paid status.
- 15.3 REEMPLOYMENT.** Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.
- 15.3.1 **VOLUNTARY DEMOTIONS OR REDUCTIONS.** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

15.3.2 **OFFERS.** Offers of reemployment shall be made in reverse order of layoff as vacancies occur in classifications for which the laid-off employee is qualified. Individuals on a reemployment list shall have three (3) days to respond to a verbal offer of reemployment which, if declined, will be followed by a written verification of the refusal, or five (5) days to respond to a written offer sent by certified mail, beginning with the day it is deposited in the U.S. Mail to the most recent address supplied to the District by the employee. Failure to respond within the time specified, two (2) refusals of employment or a failure to return to work on the designated date shall cause the individual's name to be permanently removed from the reemployment list. It is understood that an employee cannot exercise one refusal and then immediately demand a position different than the position offered if more than one position is available at the time an offer of employment is made. An employee who elects separation in lieu of displacement or who voluntarily accepts transfer to a vacant position in another classification without exercising displacement rights, shall maintain his/her reemployment rights under this Article.

15.4 **RETENTION LISTS.** The Assistant Superintendent, Human Resources shall establish and maintain retention lists for all classifications and classes. These lists are to be updated from time to time to ensure their accuracy and availability.

#### 15.5 **PROCEDURE FOR LAYOFF**

15.5.1 When, as a result of the expiration of a specially funded program pursuant to Education Code section 45117(g), classified positions are to be eliminated, the employees to be laid off shall be given written informing them of their layoff of their displacement rights, if any, and of their reemployment rights. Such notice shall be given not less than sixty (60) days prior to the effective date of their layoff. Employees subject to layoff pursuant to this section are not entitled to a hearing before an Administrative Law Judge.

15.5.2 For those employees who are entitled to request a hearing under Education Code section 45117, they must be notified no later than March 15 that their services will not be required for the following school year due to a lack of work or lack of funds.

15.5.3 When the District provides an employee with notice of their displacement rights, if any, as required by Section 45117(a) of the Education Code, such notice shall contain a form which identifies an employee's displacement/bumping rights, if any, and provides the employee an opportunity to exercise said bumping rights. The employee shall have three (3) calendar days to respond in writing as to whether the employee will exercise their bumping rights. If an employee does not exercise their displacement rights within that window of time, they will be subject to layoff.

15.5.4 Nothing herein provided shall preclude a layoff for a lack of funds in the event of an actual and existing financial inability to pay salaries of classified

employees, nor layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by subsections 15.5.1 or 15.5.2 hereof.

- 15.5.5 **DISPLACEMENT RIGHTS.** An employee laid off from his/her present classification may displace an employee into the next equal or lower classification in which the employee has greater seniority considering the employee's seniority in that classification and any higher classification in which the employee has served. The employee being displaced has the same seniority displacement rights and may exercise them in accordance with these rules as though he/she was being laid off.
- 15.5.6 Any employee going to a lower classification pursuant to this rule shall receive the maximum of the salary range of the lower classification, provided that such salary is not greater than the salary received in the rehire position.
- 15.5.7 In all cases where an employee elects to exercise his/her displacement rights and move to a lower classification in lieu of layoff, his/her name shall be placed on a layoff list for the position from which he/she moved.
- 15.5.8 Employees on layoff lists shall be eligible to compete in promotional or open and promotional examinations for which they qualify.
- 15.5.9 **NOTICE TO THE UNION OF LAYOFF OR REDUCTION IN HOURS IN LIEU OF LAYOFF.** Layoffs of bargaining unit members shall be subject to written notice to the Union at least two (2) calendar weeks prior to consideration of the proposed action by the Board of Education. Following the request of the Union within such two (2) week period, the parties shall meet, prior to Board action, to discuss effects of layoffs or alternatives to the reduction in hours.
- 15.6 REDUCTION IN HOURS.** Reduction in hours of positions and the voluntary reduction in hours of employees in lieu of layoff thus affected shall be treated in the same manner as a layoff under this Agreement, including giving notice under Section 15.5.10.
- 15.7 SENIORITY.** A bargaining unit seniority list will be provided to the Union annually during the month of March as well as an updated seniority list of affected employees facing layoff or reduction in hours to be provided during the requested meeting outlined in 15.5.10. Any dispute over computation of seniority or displacement rights shall be subject to the grievance procedures contained in Article 16. The fifteen (15) day time period for filing said grievance shall start when the affected employee(s) is served the notice of layoff. The District shall include in the notice the following phrase "you have fifteen (15) days from the service of this notice to file a grievance with regard to the computation of your seniority hours."

**15.8 WAIVER.** The adoption of these procedures represents a complete waiver of any and all further rights of the Union and/or employees to negotiate concerning layoffs, reduction in hours in lieu of layoff, reduction in hours, or the effects of any of these actions.

## ARTICLE 16. GRIEVANCE PROCEDURE

**16.1 DEFINITION.** A grievance shall mean a written complaint by an employee, group of employees covered hereby or by the Union that there has been an alleged violation, misinterpretation or misapplication of a provision of the Agreement except where there is in this Agreement a specific stipulation that an Agreement provision is exempted from the grievance process. Where an employee files a grievance which affects other similarly situated employees, such other employees may indicate their position on said grievance by means of a signed petition which may either be attached to the grievance or separately submitted.

**16.2 GENERAL PROVISIONS.** Every employee shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with an agent of the District and having it resolved without intervention or representation by the Union representatives.

**16.2.1 TIME LIMITS.** The failure of the grievant or the grievant's representative to act within the prescribed time limits stated in this Article will act as a bar to any further appeal. The failure of the District or its agent to give a decision within the time limits shall permit the grievant to proceed to the next step.

**16.2.2 NOTICE TO THE UNION.** In any instance where the Union is not participating in a grievance, the Union will be notified of and given the opportunity to file a response to the disposition of the grievance.

**16.2.3 SETTING OF HEARINGS.** Hearings and conferences under this procedure shall be conducted at a time and place which will afford an opportunity for all persons entitled to be present to attend and will be held insofar as possible, after the regular workday of personnel involved. When such hearings and conferences are held at the request of the District during the regular workday all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. This provision shall apply to the grievant and his/her representative if that representative is an employee. The District will not release without loss of pay more than one representative per grievance. Any investigation or other handling or processing of any grievance by a grievant or the grievant's representative shall be conducted so as to result in no interference with or interruption whatsoever of the normal operations of the District.

### 16.3 LEVELS IN THE GRIEVANCE PROCEDURE

**16.3.1 INFORMAL LEVEL.** Before filing a formal written grievance, the grievant(s) shall attempt to resolve the grievance by an informal conference with the immediate supervisor who has the authority to grant relief. The grievant may request representation during this stage of the grievance procedure as provided by applicable law.

- 16.3.2 **FIRST LEVEL.** Within fifteen (15) of the grievant's assigned workdays from the date of the occurrence of the event giving rise to the grievance, the grievant must file in writing with his/her immediate supervisor a Report of Grievance. This Report must describe the event giving rise to the grievance, must list the specific provisions of this Agreement which were allegedly violated, and must state the remedy sought by the grievant. The grievant must sign the Report of Grievance. The grievant's immediate supervisor must respond with a written decision within fifteen (15) working days following the receipt of the grievant's Report of Grievance.
- 16.3.3 **SECOND LEVEL.** In the event that the grievance is not considered by the grievant to be satisfactorily resolved at the first level, the grievant may appeal to the Superintendent or designee, transmitting to the Superintendent's office, within fifteen (15) working days following receipt of the Level 1 reply or fifteen (15) days from the date such reply was due, a copy of the original Report of Grievance and a copy of the Level 1 reply, if any, with the notation that the grievant is appealing to Level II. The Superintendent or designee must respond with a written decision within fifteen (15) working days.
- 16.3.4 **THIRD LEVEL.** If the grievant is not satisfied with the written decision rendered at Level II, if any, and upon agreement of the Union, the grievant may within fifteen (15) working days following receipt of the Level II decision or fifteen (15) days from the date such reply was due, appeal to Level III by requesting that the grievance be submitted to impartial binding arbitration. All such requests will be honored by the District. The District, within fifteen (15) working days after any appeal to Level III, shall request the American Arbitration Association or the State Mediation and Conciliation Service to provide a list of seven (7) arbitrators from which the District agent and the grievant or his/her representative shall strike alternately until only one (1) name remains. The remaining name shall be the arbitrator. All arbitration hearings shall be held within the boundaries of Palm Springs Unified School District. Except as provided in Section 16.2 above, each party to the arbitration proceeding (or with respect to grievant, the exclusive representative) shall be responsible for compensating its own representatives and witnesses. The cost of the Arbitrator's services shall be shared equally between the parties. The Arbitrator, in rendering his/her opinion, shall not amend, modify, nullify, ignore, nor add to the provision of this Agreement. His/her authority shall be limited to deciding only the issue or issues presented to him/her in writing by the District and the grievant or his/her representative, and the Arbitrator's decision must be based upon his/her interpretation of the meaning or application of the language of this Agreement.

## **ARTICLE 17. EMPLOYEE RIGHTS**

- 17.1 ACCESS TO PERSONNEL FILE.** Without loss of pay but subject to reasonable regulations by the District, any member of the classified service (or his/her representative if authorized in writing to do so) may request to see the materials in his/her personnel file except for: ratings and reports which were obtained prior to the employment of the person, materials which were obtained by examination committee members who can be identified, materials which were obtained in connection with a promotional examination; or materials which lawfully may be required to be withheld from employees. The employee or his/her representative may obtain copies of such materials at his/her own expense. The employee should make an appointment to review these materials.
- 17.2 DEROGATORY MATERIALS.** Employees have the right to request the removal of derogatory materials from their personnel files that is older than three (3) years. Consideration of removal shall be subject to the District's discretion on a case-by-case basis.
- 17.3 NON-DISCRIMINATION.** The District and the Union agree that no employee hereunder will be discriminated against by the District or the Union on the basis of race, color, creed, age, sex, sexual orientation, national origin, union membership or activity, the exercise of rights or benefits provided by this Agreement or on any other unlawful basis.

## ARTICLE 18. PROBATIONARY PERIOD

- 18.1 NEW EMPLOYEE.** A new employee shall serve a probationary period of six (6) months or 130 days of paid service, whichever is longer in one class before obtaining permanency in the classified service.
- 18.1.1 **DISCIPLINE.** Such an employee may be disciplined at any time during the initial probationary period without being afforded those rights granted permanent employees. Instead, after approval by the next higher appropriate administrator a letter of written notification of discipline shall be sent by the Assistant Superintendent, Human Resources to the employee.
- 18.2 PROMOTED EMPLOYEE.** An employee who has been promoted shall serve a probationary period of six (6) months in the higher class before becoming permanent in that class.
- 18.2.1 **DEMOTION.** Such an employee may be demoted to his/her former class during the probationary period without the appeal rights afforded permanent employees; instead, he/she shall be notified in writing of the demotion. The days in a higher class for a probationary employee who has been promoted and who later returns to a lower class shall not be applied to a completion of the probationary period for the lower class, but the number of days served in the lower class in a regular position before promotion shall be counted toward the probationary period required for that class.
- 18.2.2 **LAYOFF.** Should a probationary employee be laid off for a lack of work or a lack of funds before completion of the probationary period, the time served shall be credited as part of the probationary period.
- 18.3 REEMPLOYED EMPLOYEE.** A former employee reemployed as a permanent employee in a related class in which the employee has not previously served a probationary period, shall serve such a probationary period in that class.
- 18.4 EXTENSION OF PROBATIONARY PERIOD.** Any probationary employee who is on a leave of absence for more than two (2) weeks during the initial probationary period shall have it extended by the Assistant Superintendent, Human Resources to such time as will provide for a six-month period. Any probationary period may be extended beyond the time set out here, by agreement of the Union and the District.



## ARTICLE 19. CONCERTED ACTION

- 19.1 NO CONCERTED ACTION PLEDGE.** It is expressly agreed by both parties that there will be no strike, work stoppage, slowdown, job action, picketing or refusal or failure to perform fully and faithfully all job functions and responsibilities, nor will there be any concerted action or other interference with the operations of the District, by the Union or by its officers, agents or members during the term of this Agreement, including compliance with the request of other union organizations to engage in such activity. Nothing in this Article is intended to inhibit the exercise of constitutionally protected rights or rights guaranteed by the Rodda Act.
- 19.2 UNION OBLIGATION.** The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, concerted action or other interference with the operations of the District by employees who are represented by the Union, the Union agrees to use all means within its power to cause such employees to cease such action.
- 19.3 VIOLATION OF PLEDGE.** It is understood by the parties that any employee violating this section may be subject to discipline, including termination, by the District.
- 19.4 NO LOCKOUT.** The District agrees that it will not lockout any employees covered hereby during the term of this Agreement.

## **ARTICLE 20. DRESS CODE**

**20.1 CAMPUS SECURITY.** The District shall provide to each campus security employee five (5) shirts, five (5) four-pocket pants or shorts. Campus security employees shall wear their uniforms at all times while performing their duties on district property. Items of clothing will be replaced on an as needed basis. The employee shall return the no longer usable item. Clothing shall be wash and wear.

20.1.1 Campus security employees shall wear protective footwear. Campus security employees shall receive up to one hundred fifty dollars (\$150) per fiscal year for the purchase of protective footwear as approved by the Security Manager. The following are examples of unacceptable footwear (this list is not intended to be exhaustive):

- Western or cowboy style boots or shoes.
- Non-traction outsole.
- Non-black footwear.
- Footwear with taps or metal plates.
- Footwear with decorative stitching, embossing, welts, holes or colored markings.
- Footwear with non-center laced style design.

To be eligible for reimbursement, employees must submit original receipts within two weeks of purchase and no later than May 1<sup>st</sup> of each year.

20.1.2 Uniforms required by the District are to be worn only while performing duties within your assigned classification. However, they may be worn to and from work.

**20.2 FOOD SERVICE PERSONNEL.** The District shall provide to each Food Service employee working in kitchens/cafeteria five (5) shirts and five (5) aprons. Food Service personnel shall wear such items at all times. Further, Food Service personnel shall wear closed toe shoes with non-skid soles and shall not wear shorts that are more than four (4) inches above the top of the knee, or clothing that is skin tight or in violation of OSHA regulations. Clothing worn by food services personnel will not have tears, rips, holes and/or frayed fabric. Items of clothing will be replaced on an as needed basis. The employee shall return the no longer usable item. Clothing shall be wash and wear.

20.2.1 Food Services personnel shall wear protective footwear. Food Services personnel shall receive up to one hundred fifty dollars (\$150) per fiscal year for the purchase of protective, slip resistant with good tread foot wear as approved by the department supervisor. The following are examples of unacceptable footwear (this list is not intended to be exhaustive):

- No leather or smooth soles.
- No open toed shoes.
- No platform or high heeled shoes.
- No dress shoes.

- No porous fabrics such as canvas.
- No shoes that do not fasten or tie tightly or fit loosely.

To be eligible for reimbursement, employees must submit original receipts within two weeks of purchase and no later than May 1<sup>st</sup> of each year.

20.2.2 Uniforms required by the District are to be worn only while performing duties within your assigned classification. However, they may be worn to and from work.

20.3 **CUSTODIAL PERSONNEL.** The District shall provide to each custodial employee five (5) shirts. Shirts shall be replaced by the District on an as needed basis. The employee shall return the no longer wearable item. Clothing shall be wash and wear.

20.3.1 Custodial employees are required to wear protective footwear. Custodial employees shall receive up to one hundred fifty dollars (\$150) per fiscal year for the purchase of protective footwear as approved by the department supervisor. Footwear must be closed toe, non-skid/slip resistance and be made of non-permeable material such as leather or vinyl (no canvas or mesh). To be eligible for the reimbursement, employees must submit original receipts within two weeks of purchase and no later than May 1<sup>st</sup> of each year.

20.3.2 Uniforms required by the District are to be worn only while performing duties within your assigned classification. However, they may be worn to and from work.

20.4 **SHIRTS AND UNIFORMS** shall be returned to the District upon completion of service with the District.

20.5 **DRESS CODE FOR EMPLOYEES.** Bargaining unit employees shall be neat, clean, well groomed, and suitably clothed at all times. Reasonable regard will be given to the nature of an employee's work assignment and responsibility.

20.6 **DISCIPLINARY ACTION.** Before any disciplinary action is taken under this Article, the District, the Union and the employee involved shall meet to discuss the concerns of all parties as well as establish a time frame for improvement/resolution of the issue(s).

## **ARTICLE 21. POSITION CLASSIFICATION**

**21.1 CLASSIFICATION.** All positions included by the Board of Education which are not exempt from the classified service by law shall be a part of the classified service. All employees serving in classified positions shall be known as the classified service. The Board shall classify all such employees and their positions.

21.1.1 The Board shall establish and maintain a classification plan for all positions in the classified service. Classes shall be placed in groups according to similarity of general occupational nature and, within groups, shall be listed in series by specific occupation.

21.1.2 **CLASS SPECIFICATIONS.** For each class of positions as initially established or subsequently approved by the Board, a class specification shall be established containing the following:

- a. The official class title and salary range;
- b. A definition of the class, indicating the specific duties and responsibilities and placement within the organizational scheme; a statement of typical tasks to be performed by persons holding positions allocated to the class, which is explanatory and not restrictive; a statement of the minimum qualifications for service in the class which may include, but are not limited to education experience, knowledge, skills and ability., any desirable additional qualifications; a statement of characteristics differentiating the class from other related or similar classes, if necessary or required;
- c. License or other special requirements for employment or service in the class;
- c. Whether the classification is normally open, promotional or a combination thereof.

21.1.3 **ALLOCATION OF POSITIONS TO CLASSES.** Each bargaining unit position shall be placed in a classification with a designated title, and shall have a regularly assigned minimum number of hours per week, days per week, and weeks/months per year; a statement of the specific duties to be performed in each such position; and a regular monthly salary range.

**21.2 UNRELATED DUTIES.** Whenever the duties actually performed by an employee in a position are not actually reflected in, or reasonably related to, the specific statement of duties required to be performed as set forth in the job description for the position, but are in a higher class or step than those duties, the employee shall be reclassified or granted pay for work out of classification.

**21.3 PAY FOR WORK OUT OF CLASSIFICATION.** Where the duties performed are not fixed and prescribed for the position or reasonably related to those fixed and prescribed for the position, but are in a higher class or step; and where those or similar duties will not be

extended or needed on a continuing basis after their completion; and provided that the assignment is for a period of at least one (1) working day, the employee shall be entitled to an upward salary adjustment at the minimum rate established for the higher classification or a 5% increase, whichever is greater. The employee's salary shall be adjusted upward for the entire period in which he/she is required to work out of classification. It is the intent of this section to permit the District to temporarily work bargaining unit employees outside their normal duties, but in so doing to require that some reasonable additional compensation be provided the employee during such a temporary assignment.

In the event that the District hereafter creates a new job classification to which this Agreement applies, the District and the Union shall meet to negotiate with regard to whether or not such position is to be included within the bargaining unit and the rate of pay to be assigned to such position if the parties agree that the position is to be included within the bargaining unit. In the event there is a dispute as to whether or not the position is to be included within the bargaining unit, either party may petition the Public Employment Relations Board for a unit clarification. If there is a dispute as to the appropriate rate of pay, the parties shall meet and negotiate regarding the dispute.

If the District proposes to abolish a position or classification, it shall notify the Union in writing in advance of the effective date of such action.

## **21.4 CATEGORIES OF EMPLOYMENT/SHORT-TERM EMPLOYEES**

**DEFINITIONS.** Employees fall into the following categories:

- a. **PERMANENT PROBATIONARY.** An employee in a permanent position who has not completed probation.
- b. **PERMANENT REGULAR.** An employee in a permanent position who has completed probation.
- c. **SUBSTITUTE.** An employee filling in for a Permanent employee who is absent from their duties.
- d. **SHORT TERM.** Employees providing a service upon the completion of which the services required or similar services will not be extended or needed on a continuing basis.

## **21.5 SHORT TERM EMPLOYEES**

- 21.5.1 Such temporary, short-term position shall not exist for more than seventy-five percent (75%) of the school year. If a temporary or short-term position is utilized for more than seventy-five percent (75%) of the school year, the position shall become a bargaining unit position and shall be posted as a vacancy in accordance with these and any internal rules.

21.5.2 Persons employed in temporary or short-term positions as defined above shall not be considered bargaining unit employees.

**21.6 RESPONSIBILITY TO REPORT SUCH POSITIONS.** The site administrator or supervisor utilizing the temporary or short-term employee shall notify the Union, in writing, via the Assistant Superintendent, Human Resources of any temporary or short-term position that has existed for more than thirty (30) calendar days.

## ARTICLE 22. SEVERABILITY

- 22.1 Each section, part, term and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law of regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. The invalid section part, term or provision shall be deemed not to be a part of this Agreement, and subject to immediate negotiation.
- 22.2 **REPLACEMENT FOR SEVERED PROVISION.** In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### **ARTICLE 23. SUPPORT OF AGREEMENT**

The District and the Union agree that it is to their mutual benefit and to the benefit of the educational program and the pupils of the District to encourage the resolution of differences through the meet and negotiate process. Therefore, it is hereby agreed that the parties hereto will support this Agreement for its term.



## **ARTICLE 24. EFFECT OF AGREEMENT; ENTIRE AGREEMENT**

The specific provisions of this Agreement prevail over prior District practices and procedures (including Rules and Regulations of the Classified Service) and over State laws to the extent permitted by State law; however, in the absence of specific provisions in this Agreement, such District practices and procedures remain discretionary. This written Agreement sets forth the full and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the parties that are not embodied herein.

## **ARTICLE 25. COMPLETION OF MEET AND NEGOTIATE**

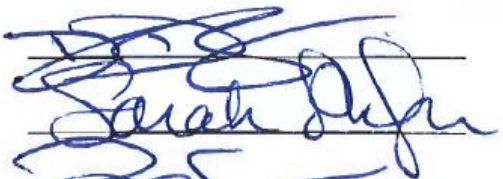
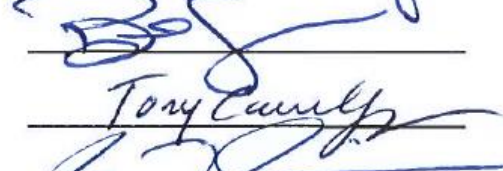
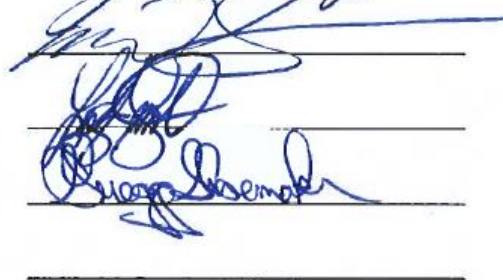
During the term of this Agreement, and except as provided in this Article and in Article 15, the Union expressly relinquishes the right to meet and negotiate further, and agrees that the District shall not be obligated to meet and negotiate with respect to any matter, whether or not covered in this Agreement, even though such matters may not have been known or anticipated by the parties at the time they met and negotiated on and executed this Agreement, or even though such matters were proposed and later withdrawn.

**ARTICLE 26 – TERM OF AGREEMENT**


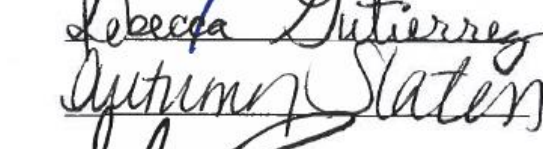
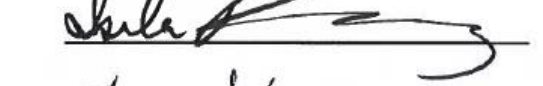
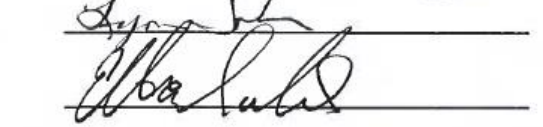
- 26.1 This agreement shall remain in full force and effect from July 1, 2022, up to and including June 30, 2025, and thereafter shall remain in effect year to year unless one of the parties notifies the other in writing no later than March 15 of the year in which the agreement would otherwise expire, of its request to modify, amend, or terminate this agreement.
- 26.2 The tentative agreement dated August 28, 2019, satisfies all bargaining obligations set forth in the Collective Bargaining Agreement through June 30, 2022.
- 26.3 Each party shall have the right to reopen salary and health benefits plus one additional article each during 2023-2024 and 2024-2025.

Signed and entered this 17 day of November, 2022. EXECUTED in Palm Springs, California on the day written above.

For the District

  
Sarah Dujin  
  
Tony Carney  
  
George Hernandez

For Teamsters

  
Rebecca Gutierrez  
  
Autumn Slater  
  
Shela  
  
Alba

APPENDIX A

**PALM SPRINGS UNIFIED SCHOOL DISTRICT**  
**TEAMS 2 HOURLY SALARY SCHEDULE**

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6 LONGEVITY + 7 YRS	STEP 7 LONGEVITY + 10 YRS	STEP 8 LONGEVITY + 15 YRS	STEP 9 LONGEVITY + 20 YRS	STEP 10 LONGEVITY + 25 YRS	Row
12	16.79	17.63	18.51	19.44	20.40	21.43	22.50	23.62	24.82	26.06	12
13	17.21	18.07	18.97	19.92	20.92	21.96	23.06	24.21	25.44	26.71	13
14	17.64	18.52	19.45	20.42	21.44	22.51	23.64	24.82	26.07	27.38	14
15	18.08	18.98	19.93	20.93	21.97	23.07	24.23	25.44	26.72	28.06	15
16	18.53	19.46	20.43	21.45	22.52	23.65	24.84	26.07	27.39	28.76	16
17	18.99	19.95	20.94	21.99	23.09	24.24	25.45	26.72	28.08	29.48	17
18	19.47	20.44	21.46	22.54	23.66	24.85	26.09	27.39	28.78	30.22	18
19	19.96	20.95	22.00	23.10	24.26	25.47	26.74	28.08	29.50	30.97	19
20	20.45	21.48	22.55	23.68	24.86	26.11	27.41	28.78	30.24	31.75	20
21	20.96	22.01	23.12	24.27	25.49	26.76	28.10	29.50	31.00	32.54	21
22	21.49	22.56	23.69	24.88	26.12	27.43	28.80	30.24	31.77	33.36	22
23	22.03	23.13	24.29	25.50	26.77	28.11	29.52	31.00	32.56	34.19	23
24	22.58	23.70	24.89	26.14	27.45	28.82	30.26	31.77	33.38	35.05	24
25	23.14	24.30	25.51	26.79	28.13	29.54	31.01	32.56	34.21	35.93	25
26	23.72	24.90	26.15	27.46	28.83	30.27	31.79	33.38	35.07	36.82	26
27	24.31	25.53	26.80	28.15	29.55	31.03	32.58	34.21	35.94	37.74	27
28	24.92	26.17	27.48	28.85	30.29	31.81	33.40	35.07	36.84	38.68	28
29	25.54	26.83	28.16	29.57	31.05	32.60	34.23	35.94	37.76	39.65	29
30	26.18	27.49	28.87	30.29	31.83	33.42	35.09	36.84	38.71	40.65	30
31	26.84	28.18	29.59	31.07	32.62	34.25	35.97	37.76	39.68	41.66	31
32	27.51	28.88	30.33	31.84	33.44	35.11	36.86	38.71	40.66	42.70	32
33	28.20	29.61	31.09	32.64	34.28	35.99	37.79	39.68	41.68	43.77	33
34	28.90	30.35	31.86	33.46	35.13	36.89	38.73	40.66	42.72	44.86	34
35	29.62	31.11	32.66	34.29	36.01	37.81	39.70	41.68	43.79	45.98	35
36	30.37	31.88	33.48	35.15	36.91	38.75	40.69	42.72	44.89	47.13	36
37	31.12	32.68	34.31	36.03	37.83	39.72	41.71	43.79	46.01	48.31	37
38	31.90	33.49	35.17	36.93	38.78	40.72	42.75	44.89	47.16	49.52	38
39	32.70	34.34	36.05	37.85	39.74	41.73	43.82	46.01	48.34	50.76	39
40	33.52	35.19	36.95	38.80	40.74	42.78	44.91	47.16	49.55	52.02	40

**LONGEVITY INCREMENTS**

After 7 years of service with the District or 3 years on Step 5	Additional 5%
After 10 years of service with the District	Additional 5%
After 15 years of service with the District	Additional 5%
After 20 years of service with the District	Additional 5%
After 25 years of service with the District	Additional 5%

Effective: July 1, 2024

Board Approved: June 11, 2024

*\*All salary placement calculations are determined by base salary only*

APPENDIX A.1

**PALM SPRINGS UNIFIED SCHOOL DISTRICT**  
**TEAMS 2 MONTHLY SALARY SCHEDULE**

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6 LONGEVITY + 7 YRS	STEP 7 LONGEVITY + 10 YRS	STEP 8 LONGEVITY + 15 YRS	STEP 9 LONGEVITY + 20 YRS	STEP 10 LONGEVITY + 25 YRS	Row
12	2,909.78	3,055.24	3,207.98	3,368.47	3,536.81	3,713.70	3,899.29	4,094.27	4,301.59	4,516.67	12
13	2,982.49	3,131.63	3,288.23	3,452.69	3,625.23	3,806.52	3,996.77	4,196.62	4,409.11	4,629.57	13
14	3,057.04	3,209.94	3,370.41	3,538.90	3,715.83	3,901.71	4,096.79	4,301.59	4,519.45	4,745.42	14
15	3,133.48	3,290.19	3,454.70	3,627.38	3,808.76	3,999.20	4,199.14	4,409.11	4,632.40	4,864.02	15
16	3,211.84	3,372.46	3,541.05	3,718.09	3,904.04	4,099.18	4,304.29	4,519.45	4,748.13	4,985.54	16
17	3,292.07	3,456.66	3,629.55	3,811.02	4,001.62	4,201.68	4,411.76	4,632.40	4,866.85	5,110.19	17
18	3,374.42	3,543.14	3,720.27	3,906.34	4,101.60	4,306.69	4,522.04	4,748.13	4,988.46	5,237.88	18
19	3,458.81	3,631.65	3,813.35	4,003.95	4,204.18	4,414.37	4,635.11	4,866.85	5,113.20	5,368.86	19
20	3,545.30	3,722.47	3,908.61	4,104.07	4,309.24	4,524.73	4,750.93	4,988.46	5,241.15	5,503.21	20
21	3,633.81	3,815.59	4,006.36	4,206.68	4,417.02	4,637.83	4,869.68	5,113.20	5,372.14	5,640.75	21
22	3,724.75	3,910.93	4,106.53	4,311.93	4,527.46	4,753.79	4,991.57	5,241.15	5,506.47	5,781.80	22
23	3,817.88	4,008.73	4,209.22	4,419.65	4,640.65	4,872.65	5,116.28	5,372.14	5,644.05	5,926.26	23
24	3,913.32	4,109.00	4,314.41	4,530.09	4,757.03	4,994.47	5,244.25	5,506.47	5,785.14	6,074.39	24
25	4,011.12	4,211.68	4,422.21	4,643.33	4,875.52	5,119.28	5,375.26	5,644.05	5,929.77	6,226.26	25
26	4,111.36	4,317.02	4,532.85	4,759.49	4,997.39	5,247.36	5,509.68	5,785.14	6,078.11	6,382.02	26
27	4,214.20	4,424.93	4,646.13	4,878.46	5,122.36	5,378.47	5,647.39	5,929.77	6,230.00	6,541.50	27
28	4,319.50	4,535.50	4,762.29	5,000.42	5,250.39	5,513.00	5,788.63	6,078.11	6,385.77	6,705.06	28
29	4,427.55	4,648.88	4,881.35	5,125.42	5,381.64	5,650.81	5,933.35	6,230.00	6,545.40	6,872.67	29
30	4,538.28	4,765.15	5,003.36	5,249.53	5,516.27	5,792.03	6,081.68	6,385.77	6,709.27	7,044.73	30
31	4,651.69	4,884.24	5,128.46	5,384.88	5,654.18	5,936.86	6,233.76	6,545.40	6,876.77	7,220.62	31
32	4,767.95	5,006.46	5,256.73	5,519.51	5,795.55	6,085.26	6,389.58	6,709.06	7,048.66	7,401.09	32
33	4,887.19	5,131.54	5,388.15	5,657.58	5,940.46	6,237.43	6,549.36	6,876.77	7,224.84	7,586.08	33
34	5,009.37	5,259.83	5,522.76	5,798.96	6,088.93	6,393.34	6,712.98	7,048.66	7,405.43	7,775.70	34
35	5,134.63	5,391.34	5,660.86	5,943.95	6,241.16	6,553.16	6,880.84	7,224.84	7,590.62	7,970.15	35
36	5,262.89	5,526.08	5,802.40	6,092.54	6,397.15	6,716.98	7,052.80	7,405.43	7,780.36	8,169.38	36
37	5,394.53	5,664.19	5,947.38	6,244.78	6,557.06	6,884.87	7,229.13	7,590.62	7,974.96	8,373.71	37
38	5,529.48	5,805.89	6,096.08	6,401.01	6,721.08	7,057.10	7,409.87	7,780.36	8,174.23	8,582.94	38
39	5,667.65	5,951.04	6,248.62	6,561.06	6,889.05	7,233.46	7,595.21	7,974.96	8,378.59	8,797.52	39
40	5,809.34	6,099.77	6,404.80	6,724.99	7,061.26	7,414.33	7,785.01	8,174.23	8,587.98	9,017.38	40

*\*Monthly Salary is based on a 12-Month schedule*

Effective: July 1, 2024

Board Approved: June 11, 2024

*\*All salary placement calculations are determined by base salary only*

APPENDIX A.2

**PALM SPRINGS UNIFIED SCHOOL DISTRICT**  
**SUPERVISION AIDE HOURLY SALARY SCHEDULE**

Row	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
1.00				16.49	17.29
Minimum Wage	\$16.00				

**Effective: July 1, 2024**

**Board Approved: June 11, 2024**

APPENDIX B



PALM SPRINGS UNIFIED SCHOOL DISTRICT  
Classified Employee Performance Review

Lifelong Learning Starts Here

**PSUSD BELIEF STATEMENTS**  
 Student Success  
 Culture, Relationships, and Social Emotional Health  
 Professionalism, Communication, and Collaboration  
 Deep, Meaningful Learning Opportunities  
 Community and Parent Engagement

Employee Name

Title

Work Site

Appraisal Period  to

- Permanent
- 60 Day Transfer
- Probationary

Please read instructions and criteria for evaluation before completing this form. Check the appropriate box indicating the level of performance for each of the following that apply to the work of this employee.	Outstanding Regularly exceeds performance standards	Satisfactory Regularly meets performance standards	Needs to Improve Often does not meet performance standards	Unsatisfactory Regularly does not meet performance standards
<b>INITIATIVE</b> – Extent to which employee applies himself/herself to his/her responsibilities and seeks to improve the level of work by initiating action on his/her own to accomplish the task.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>QUALITY</b> – Extent to which employee’s work is free from errors and omissions. Employee is capable of effective communication. Employee is capable of expressing thoughts in a logical manner and sequence, using appropriate mechanisms (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMPLETENESS AND PRODUCTIVITY</b> – Extent to which employee’s quantity and completion of work is carried through with all details addressed in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>JOB RELATED KNOWLEDGE AND SKILLS</b> – Extent to which employee possesses, learns and applies the necessary knowledge and skills to perform the job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SAFETY</b> – Extent to which employee is knowledgeable of and practices proper rules of safety to protect self and others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ABILITY TO WORK WITH OTHERS</b> – Extent to which employee willingly cooperates with District employees and the public. Employee adapts with a minimum of difficulty to changing circumstances.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ACCOUNTABILITY</b> – Extent to which employee accepts responsibility for his/her actions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ATTENDANCE/PUNCTUALITY</b> – Extent to which employee is absent from the job without approval. Employee is prompt during scheduled work periods.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SUPERVISORY ABILITY (if applicable)</b> – Extent to which employee is competent in decision-making, communicating, motivating and directing subordinates.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**COMMENDATIONS**

**COMMENT REGARDING IMPROVEMENT** ("Needs to Improve" and "Unsatisfactory" ratings must be supported by a statement of the facts. Suggestions to aid employee in improving performance must be made.)

OVERALL RATING (CHECK ONE)	Outstanding	Satisfactory	Needs to Improve	Unsatisfactory
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Input Provided By (if applicable) INITIALS

Date

Signature of Evaluator

Title of Evaluator

Date

Signature of Co-Evaluator (if applicable)

Title of Co-Evaluator

Date

Signature of Reviewer (if applicable)

Title of Reviewer

Date

Signature of Employee

Date

This evaluation has been discussed with me. Signing the form does not necessarily mean that I agree with all the ratings. Within ten (10) working days, employee may respond in writing to the evaluation before it is placed in the personnel file. Only the evaluation procedures and not the contents of an evaluation shall be subject to the grievance procedure. An employee who is not satisfied with the contents of a performance evaluation shall, upon his/her written request, be granted a review conference with the Assistant Superintendent, Human Resources. The Assistant Superintendent's decision regarding the disposition of the contents of the evaluation shall be final.

**DISTRIBUTION:**     Classified Human Resources                       Supervisor                       Employee



APPENDIX B.1



## Classified Evaluation INPUT FORM

To be completed by immediate worksite supervisors.  
(Including supervisory bargaining unit employees)

<b>DATE</b>	_____
<b>Employee Name</b>	_____
<b>Employee Title</b>	_____
<b>Work Site</b>	_____
<b>Work Site Supervisor Name</b>	_____
<b>Work Site Supervisor Title</b>	_____

<b>STRENGTHS</b>
<b>WEAKNESSES</b>

## APPENDIX C

**MEMORANDUM OF UNDERSTANDING BETWEEN  
PALM SPRINGS UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA TEAMSTERS LOCAL 911 (TEAMS 2)**

This Memorandum of Agreement is entered into by and between the Palm Springs Unified School District (“District”) and California Teamsters General Employee Bargaining Unit, Teams 2 (“Union”) in regard to Assembly Bill 670 – Part Time Playground Supervisors (Supervision Aides), effective January 1, 2018. Under the new law, part-time playground positions, including noon-duty aides, yard aides, noon-time assistants, and playground aides, will no longer be exempt from the classified service.

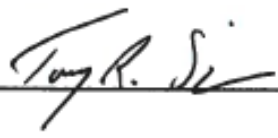
**NOW, THEREFORE**, the District and Union agree as follows:

- Part Time Playground Supervisors (Supervision Aides) will be represented by California Teamsters General Employee Bargaining Unit, Teams 2.
- The terms and conditions of employment of Part Time Playground Supervisors (Supervision Aides) will be governed by this MOU. Accordingly, none of the Articles in the Teamsters General Employee Bargaining Unit (Teams 2) Collective Bargaining Agreement will apply to Part Time Playground Supervisors (Supervision Aides).
- Part Time Playground Supervisors (Supervision Aides) shall be paid at the rates set forth in the attached salary schedule. They must serve a six (6) month probationary period. Supervision Aides employed as of January 1, 2018, will begin their probationary period on January 8, 2018.
- Part Time Playground Supervisors (Supervision Aides) are entitled to all statutory rights related to layoff and reemployment.
  - For layoff purposes, seniority will be based upon the employee’s date of hire in the District, not hours worked in a paid status. The date of hire shall be the employee’s first day of employment in a probationary status. In the event employees have the same date of hire, the employee who first received compensation by the District shall be deemed to be the more senior.
  - During a layoff, displacement will only take place within the school site, not throughout the district. A Supervision Aide affected by layoff may displace a Supervision Aide with less seniority at the school site where the position is being eliminated or reduced.
- Part Time Playground Supervisors (Supervision Aides) are entitled to the following leave rights:
  - 10 vacation days/year
  - 10 sick days/year
  - Vacation must be used during Winter and Spring recess periods.

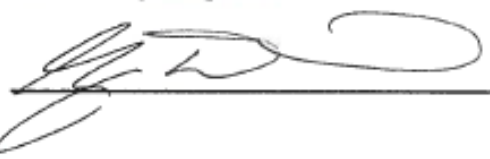
- Part Time Playground Supervisors (Supervision Aides) must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the following holidays:
  - New Year's Day (Winter Break)
  - Martin Luther King Day
  - Lincoln's Day
  - Presidents' Day
  - Spring Recess Day (Winter Break)
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day and the following Friday
  - Admission Day (Winter Break)
  - Christmas Eve Day or New Year's Eve Day (Winter Break)
  - Christmas Day
  - One additional day to be the day prior to Spring Recess Day (Winter Break)
  
- Part Time Playground Supervisors (Supervision Aides) may be disciplined for any of the reasons set forth in District policy AR 4218. Supervision Aides shall be entitled to notice of the reasons for discipline and an opportunity to respond. Decisions of the Assistant Superintendent of Human Resources shall be final regarding the discipline imposed including termination from employment.

Signed and entered into this 8 day of May, 2018. Executed at Palm Springs, California on the date above written.

For the District:

  
\_\_\_\_\_

For the Bargaining Unit:

  
\_\_\_\_\_

## APPENDIX D

### MEMORANDUM OF UNDERSTANDING BETWEEN PALM SPRINGS UNIFIED SCHOOL DISTRICT

AND

### CALIFORNIA TEAMSTERS LOCAL 911 (TEAMS 2)

This Memorandum of Agreement is entered into by and between the Palm Springs Unified School District ("District") and California Teamsters General Employee Bargaining Unit, Teams 2 ("Union") in regard to Assembly Bill AB 119, Employee Orientation and Access to Information, effective January 1, 2018.

**NOW, THEREFORE**, the District and Union agree as follows:

- I. Within 30 days of hire, or by the first pay period of the month following hire, the District shall provide the Union with the following information for any newly hired unit member:
  - a. Name
  - b. Job Title
  - c. Department
  - d. Work Location
  - e. Work Telephone Number
  - f. Home and personal cellular telephone numbers (if provided by the employee)
  - g. Personal email address
  - h. Home address

No later than September 1 of each school year, the District shall provide the information in a-g above to the Union's Business Representative for all unit members.

The District shall not be required to provide an employee's home and personal cellular telephone number or email address to the Union if the employee does not provide such information to the District, has made a written request to limit such disclosure pursuant to Government Code section 6254.3, or otherwise has an alternatively designated address pursuant to Government Code section 6207.

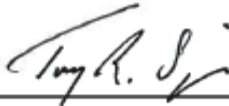
- II. The Union shall have access to employees newly hired into positions within the bargaining unit during the District's new employee orientation process as follows:
  - a. The District shall allow one Shop Steward (with one Alternate Shop Steward) from Teams 1 and one Shop Steward (with one Alternate Shop Steward) from Teams 2 to participate at their respected bargaining unit's Orientation in accordance with Section B below. Only one (1) Shop Steward shall participate in the Orientation per bargaining unit.
  - b. The Union's Business Representative will receive the Orientation Attendee List electronically on the Friday prior to the New Employee Orientation meeting. The Union's manner of access to newly hired employees will be structured as follows:

The Union will be permitted to meet with new employees in person during the employee orientation meeting for 10 minutes in accordance with the District's meeting agenda. If the Union is not in attendance, the District will provide a newly hired employee with informational materials from the Union during the employee orientation. It is the Union's responsibility to prepare and duplicate such materials and make materials available to the District to distribute to newly hired employees.

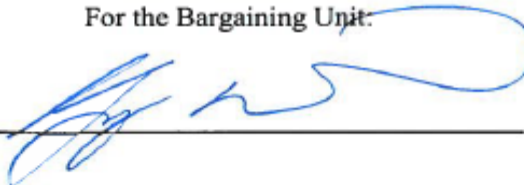
No employee will be forced to participate in the above Union orientation. If an employee declines to participate, the employee will sign or initial a document indicating that the opportunity to participate in the Union orientation was offered, but declined. An employee's refusal to participate does not constitute a violation by the District of any provision of this section.

Signed and entered into this 22<sup>nd</sup> day of May, 2018. Executed at Palm Springs, California on the date above written.

For the District:

  
\_\_\_\_\_

For the Bargaining Unit:

  
\_\_\_\_\_

**APPENDIX E**

**LONGEVITY INCREASES**

- 0.1 Each employee, after completion of seven (7) years of regular service with the District or three (3) years on Step 5, shall be eligible for a 5% longevity salary increase.
- 0.2 Each employee, after completion of ten (10) years of regular service with the District shall be eligible for an additional 5% longevity salary increase.
- 0.3 Each employee, after completion of fifteen (15) years of regular service with the District shall be eligible for an additional 5% longevity salary increase.
- 0.4 Each employee, after completion of twenty (20) years of regular service with the District shall be eligible for an additional 5% longevity salary increase.
- 1.5 Each employee, after completion of twenty-five (25) years of regular service with the District, shall be eligible for an additional 5% longevity salary increase.

**HEALTH AND WELFARE.** Health and Welfare benefits are to be payable as follows:

- 0.1 Employee only ..... Life Insurance
- 0.2 Employee and Family ..... District shall pay composite premium for employee and dependents for Health Insurance, vision, and dental insurance
- 0.3 Dependent Life Insurance ..... Shall be made available--cost to be borne by employee should he/she wish.
- 0.4 Where an employee has a spouse also covered by the District's health benefits, only one spouse will receive the package.

## APPENDIX F

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Palm Springs Unified School District (“District”) and the California Public Professional and Medical Employees Union, Local 911, General Employee Bargaining Unit (“Teams 2”).

#### RECITALS

A) In 2023-2024, the parties entered a memorandum of understanding that contained the terms and conditions of a Professional Growth Program implemented during the 2023-2024 school year. The previous memorandum of understanding will expire in June 2024.

B) The parties desire to enter into this MOU in order to set forth the terms and conditions of the Professional Growth Programs for the 2024-2025 and 2025-2026 school years.

WHEREFORE, the parties agree as set forth below.

1) Three (3) staff development days will be added to the 2024-2025 and 2025-2026 work calendars for the purpose of providing staff development for the following bargaining unit classifications:

- School Medical Assistants
- Job Coaches
- Paraprofessional-Special Education
- Paraprofessional Special Education-Bilingual
- Paraprofessional Special Education Health
- Paraprofessional Bilingual
- Paraprofessional I
- Paraprofessional II
- Paraprofessional II-Bilingual
- Paraprofessional III
- Paraprofessional Computer Lab
- Paraprofessional-Technology Support
- Paraprofessional-ISS
- Paraprofessional P.E.
- Behavior Intervention Assistant I
- Behavior Intervention Assistant II
- Supervision Aides
- Paraprofessional – Behavior

2) The length of each staff development day will be seven (7) hours.

3) Unit members will be paid at their current hourly rates.

4) The content of the staff development will be determined by the District.

C) In addition to the aforementioned, the parties agree to the following:


1. One (1) staff development day focused on “IEP/Legal Translation” specific to the following classifications:

- IEP Specialists
- Office Specialist- Bilingual.

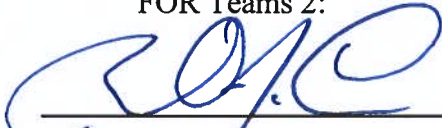
2. IEP/Legal Translation staff development will be provided during a non-student day during the 2024-25 and 2025-26 school year. Under this agreement no additional workdays or extra duty will be added to the “Classified Work Year” calendar for IEP Specialists or Office Specialists-Bilingual. The District will determine the day on which the staff development will be provided within the classified work year calendar and during the employee’s regular work hours.

D). This MOU will “sunset” (expire) on June 30, 2026.

FOR THE DISTRICT:

  
\_\_\_\_\_  
Clayton Hill,  
Assistant Superintendent, Human Resources

FOR Teams 2:

  
\_\_\_\_\_  
Michael Leon  
Teamsters Local 911

Date: 4/1/2024