

Collective Bargaining Agreement

**PALM SPRINGS UNIFIED
SCHOOL DISTRICT**

&

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

GENERAL EMPLOYEE BARGAINING UNIT

TEAMS 1

July 1, 2022 - June 30, 2025

Updated: July 1, 2024



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APPENDIX

- A SALARY SCHEDULE (HOURLY RATE 7/1/2022)
- A.1 SALARY SCHEDULE (MONTHLY RATE 7/1/2022)
- B PERFORMANCE REPORT FOR CLASSIFIED EMPLOYEES
- B.1 INPUT FORM FOR CLASSIFIED EMPLOYEES
- C MOU - AB 119 – EMPLOYEE ORIENTATION & ACCESS TO INFORMATION
- D MOU - EARLY RETIREMENT
- E PROFESSIONAL GROWTH PILOT PROGRAM

ARTICLE 1. PARTIES AND DATES

- 1.1 The Articles and provisions contained herein constitute a binding agreement by and between the Palm Springs Unified School District, hereinafter referred to as the "District," and the California Teamsters Public, Professional and Medical Employees Union, Local 911, I.B.T., hereinafter referred to as "Union."
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code. This Agreement shall be effective from July 1, 2019, to June 30, 2022.

ARTICLE 2. RECOGNITION

- 2.1 The District recognizes the Union as exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. All newly created positions with representative duties related to those positions described in Appendix A, except those that lawfully are Management, Confidential, or Supervisory, shall be assigned to the Teamsters bargaining unit. The determination of Management, Confidential, or Supervisory employees shall be made by mutual agreement between the District and the Union.
- 2.2 Excluded from this unit are all substitutes and temporary employees. The District will not fill a vacant position with temporary employees for a period in excess of six calendar months.
- 2.3 When used hereinafter, the word "employee" shall mean employees within the unit covered hereby unless otherwise stated.
- 2.4 **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: determine its organization; direct the work of its employees; determine the hours of District operations; determine the kinds and levels of services to be provided, as well as the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine District curriculum; design, build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; or take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, and terminate. Further, the District agrees that employees shall not be disciplined except for just cause and in a non-discriminatory manner. It is understood that this provision does not in itself provide authority for disciplinary grievances to be processed under the terms of this Agreement. 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. Emergencies shall not be declared capriciously, arbitrarily or in retaliation for the exercise of employee rights and shall be subject to the terms of this Agreement.

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 **STEWARD 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 **STEWARD'S ADMINISTRATIVE LEAVE.** The District shall provide an aggregate total of forty-eight (48) hours per year for use by the Union Steward(s) to attend seminars or conferences.
- 4.5.1 The Union shall provide the District a list of authorized stewards at the beginning of each school year. The Union shall provide the District with reasonable notice prior to the use of any leave under this section.
- 4.6 **SENIORITY ROSTER.** The right to be supplied with a complete roster by location and a seniority roster by class of all employees annually.
- 4.7 **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.
- 4.8 **POSITION ESTABLISHMENT.** 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.
- 4.9 **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.
- 4.10 **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.
- 4.11 **REVIEW COMMITTEE.** The Director of Maintenance and Operations shall meet with two (2) Union members designated by the Union on a regular basis for the purpose of discussing issues related to department efficiency, safety, and other matters of mutual interest.

ARTICLE 5. ORGANIZATIONAL SECURITY AND DISTRIBUTION

- 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 **PAYROLL ERRORS.** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, no later than five (5) working days after the employee provides notice to the Payroll Department.
- 6.2 **SPECIAL PAYMENTS.** Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors, shall be made and a supplemental check issued no later than ten (10) working days following notice from Personnel and Board action to the Payroll Department.
- 6.3 **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.
- 6.4 **MILEAGE.** Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at a rate of \$0.50 cents a mile or the rate paid to administrators, whichever is greater, with the approval of the immediate supervisor.
- 6.5 **LODGING.** Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for a reasonable amount of cost for such lodging and the normal rate for meals. Where possible, the District shall provide advance funds to the employee for such lodging and meals. If advance funds are not available or do not cover the approved cost of lodging, the District shall reimburse the employee for out-of-pocket lodging expenses within ten (10) working days after the employee has submitted an expense claim.
- 6.6 **OUT OF DISTRICT MEAL EXPENSES.** Any employee required to travel out of the District, on District business, shall be compensated for meals at normal rate, if travel occurs during normally assigned hours and/or overtime.
- 6.7 **OUT OF CLASS PAY**
- 6.7.1 **RATE.** An employee who is assigned duties of a higher job classification shall be paid at the minimum rate established for the higher classification or at that Step which represents a five percent (5%) increase, whichever is greater.
- 6.7.2 When assigned to a higher class by reason of an absence of the incumbent in that position, that employee filling the position shall remain in the higher class for the period of the leave or for a minimum of five (5) days, whichever is less.

- 6.7.3 Probationary employees required to work out of classification in a higher class shall continue to accrue seniority for the purpose of completion of their probationary period while working in the higher classification.
- 6.7.4 Any employee required to work out of classification in a higher class for a period of one (1) or more working days shall have his/her salary adjusted upward for the entire period in which the employee is required to work out of class. Four hours or more per day performing the duties of the higher class shall constitute one day.
- 6.7.5 A unit member serving out of class temporarily, but who is then awarded the position, shall be paid the proper range and on the step closest to, but at least five percent (5%) greater than their current range and step.
- 6.8 **WAGE SCALES.** The wage scales applicable to employees covered hereby are set forth in Appendices A and A.1, attached hereto and incorporated herein by reference subject to the following:
- 6.8.1 The Teams 1 salary schedule shall be increased by 4.5% effective July 1, 2023.
- After the 4.5% salary schedule increase 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 1 Salary Schedule shall receive a 0.5% restructuring on July 1, 2024.
- Retroactivity is based on base pay only (does not include stipends, overtime, or extra duty pay)
- This concludes negotiations through the 2024-25 school year. If the funded COLA for 2024-25 exceeds 2% Teams 1 shall have the right to reopen Article 6.
- 6.8.2 The classification and compensation study will be implemented as negotiated commencing on January 1, 2020. The three year implementation schedule is included as Appendices B and B.1
- 6.9 **LONGEVITY BENEFITS.** Longevity benefits shall be separate from the salary schedule. Longevity will not be considered part of the “base” salary when placing employees who are promoted.
- 6.9.1 Each employee, after completion of seven years of regular service with the District or three years on Step 5, shall be eligible for a 5% longevity salary increase.

- 6.9.2 Each employee, after completion of ten years of regular service with the District, shall be eligible for an additional 5% longevity salary increase.
- 6.9.3 Each employee, after completion of fifteen years of regular service with the District, shall be eligible for an additional 5% longevity salary increase.
- 6.9.4 Each employee, after completion of twenty years of regular service with the District, shall be eligible for an additional 5% longevity salary increase.
- 6.9.5 Each employee, after completion of twenty-five years of regular service with the District, shall be eligible for an additional 5% longevity salary increase.
- 6.9.6 Longevity increases shall be granted in accordance with 4271.3 of the Rules and Regulations of the Classified Service.
- 6.10 **PERS CONTRIBUTION.**
- 6.10.1 The parties agree to comply with all rules and regulations adopted by the Public Employees Retirement System (PERS) regarding PERS contributions.
- 6.11. **INSURANCE COVERAGE**
- 6.11.1 **COMPREHENSIVE MAJOR MEDICAL COVERAGE.**
The District will provide comprehensive major medical coverage in accordance with the Teamsters Trust. The District shall provide said program to the employee, the employees' dependents and employees' domestic partner (coverage effective January 1, 2003). Domestic partner coverage is subject to the rules and regulations of Teamsters Trust and/or insurance carriers, and domestic partners must be registered with the State of California. The plans are as follows:
- Anthem Blue Cross (PPO)
Anthem Blue Cross (HMO)
Kaiser (HMO)
- 6.11.2 **DENTAL COVERAGE.** The District provides Dental Plan coverage to the employee and family, at no cost to the employee.
- 6.11.3 **LIFE INSURANCE.** The District provides life insurance in the amount of \$50,000 to the employee only. Employees may purchase additional coverage at their own expense.
- 6.11.4 **VISION INSURANCE.** The District provides vision insurance to the employee and dependents.

6.11.5 **PART-TIME EMPLOYEES.** Part-time employees shall receive pro rata benefits in accordance with past practice.

6.11.6 **CHANGES IN BENEFITS.** Changes to benefits shall be subject to annual negotiation.

6.11.7 The District will contribute toward the actual cost of health and welfare benefits (Medical, Family Dental and Vision) up to a maximum of \$19,734 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.

The District will make a one-time contribution of \$50,000 into the supplemental Retiree Benefits Pool referenced in article 6.14 of the Collective Bargaining Agreement.

6.12 **RETIREE BENEFITS.** The District shall permit employees who retire at 55 years of age or older with a minimum of ten (10) consecutive years of service to pay for health insurance through the District for retiree and spouse at current District cost for whatever health insurance 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 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 a quarterly basis. This coverage is limited to retirees who retire on or after September 1, 1986. (See also Section 6.13 below)

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 AB 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.

6.13 EARLY RETIREMENT. Effective July 1, 2006, the District will provide an incentive for early retirement based upon the following conditions:

6.13.1 Employees must have a minimum of ten (10) years of employment in the District in a position (or positions) in the bargaining unit and be qualified to participate in the Health and Welfare benefits program.

6.13.2 Employee must be 55 years or older at the time of retirement.

6.13.3 Employee must actually retire from the District through PERS.

6.13.4 Employee will receive Single Subscriber HMO coverage (based on a tiered rate structure and the District's contribution for said coverage shall not to 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 plans available to retirees shall be the same as those available to current active employees.

6.13.5 Eligible employees may purchase spouse/dependent coverage.

6.14 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 6.13. Effective July 1, 2018, the pool will be funded by an annual contribution equivalent to 1% of the cost of the Teams 1 salary schedule.

6.14.1 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 1 unit members.

6.14.2 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.

6.14.3 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.

6.15 **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.

6.16 **SALARY PLACEMENT**

6.16.1 **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.

6.17 **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 (5) consecutive days. The normal workweek starts on Monday at 12:01 a.m. and ends on 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, authorize employees to work in excess of eight (8) hours in one day or forty (40) hours in one week.
- 7.2 **OVERTIME DEFINED.** Overtime is authorized working time in excess of eight (8) hours in one day or forty (40) hours in one week. No one shall 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 requested by supervising management and shall not be mandatory, except when an emergency exists.
- 7.4 **COMPENSATION FOR OVERTIME WORKED MONDAY THROUGH SUNDAY.** A regular employee who works authorized overtime Monday through Saturday shall be paid for the overtime worked at a rate equal to one and one-half times the regular rate of pay in increments of one-quarter hour. Authorized overtime performed on Sunday shall be paid for the

overtime worked at a rate equal to two times the regular rate of pay, in increments of one-quarter hour.

- 7.5 **COMPENSATION FOR OVERTIME WORKED HOLIDAYS.** A regular employee who works authorized overtime on holidays shall be paid for the overtime worked at a rate equal to two and one-half times the regular rate of pay in addition to holiday pay.
- 7.6 **NIGHT SHIFT DIFFERENTIAL.** An employee regularly assigned to a work shift where the majority of the hours worked fall after the regular hours of District operations shall receive a three percent (3%) pay differential for all hours worked on said shift.
- 7.7 **COMPENSATORY TIME OFF**
- 7.7.1 An employee may take compensatory time off in lieu of cash compensation for overtime work. The employee may choose which to take, however, compensatory time shall not be accrued in excess of five days. Requests concerning the manner of payment for overtime shall be submitted by the employee in writing on the appropriate form to the immediate supervisor within five (5) working days following the day the overtime was worked. Such request shall include the days on which the employee desires to use compensatory time if possible. Compensatory time off shall be granted at the rate of one and one-half times for Monday through Saturday, two times for Sunday, and two and one-half times for holidays.
- 7.7.2 Compensatory time shall be taken at a time mutually acceptable to the employee in the unit and the District within twelve (12) months of the date on which it was earned, except that the employee may request a change in date with reasonable notification. If the compensatory time has not been taken within twelve months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.
- 7.8 **CALL-IN TIME DEFINED.** Call-in is work performed on a non-scheduled workday working-time for a guaranteed minimum amount of hour for reporting to work at the District's request, usually in critical or emergency situation. Call-in time must be requested and authorized by the employee's immediate supervisor.
- 7.9 **COMPENSATION FOR CALL-IN TIME.** An employee who works authorized call-in time shall be paid for a minimum of four (4) hours at the appropriate overtime rate. For any part of any hour worked after the four (4) hour guaranteed minimum, an employee shall be compensated on the quarter hour at the same appropriate overtime rate.
- 7.10 **CALL-BACK TIME.** Any employee called back from home to work after completion of his/her regular assignment shall be compensated for at least four (4) hours of work at the overtime rate if called back before ten o'clock p.m. Any employee called back after ten o'clock p.m. shall be compensated for at least six (6) hours of work at the overtime rate.

When in the opinion of the immediate supervisor, two employees are to be called back for safety reasons, he/she may exercise this option.

7.10.1 Call-in and call-back time shall commence upon notification of employee, not to exceed thirty (30) minutes.

7.10.2 It is the responsibility of the employee's immediate supervisor to differentiate on the time card between call-in time, call-back time, and overtime.

7.11 **AFTER HOURS ON-CALL LIST.** The District shall establish a list of no more than (5) qualified volunteers from Maintenance and Grounds to serve in an on-call status. The District will determine which qualified volunteers will serve on the list.

7.11.1 Employees on the list will be on-call for one (1) week and shall serve in an on-call status beginning on Tuesday at the end of the workday. The one-week on-call status will rotate equitably among the qualified employees on the list.

7.11.2 An employee activated from the list to serve in an on-call status will be paid 5.33 hours of overtime rate (equivalent to 8 hours at the regular rate) for the one (1) week period of service.

7.11.3 The employee serving in an on-call status will be provided a District cell phone and an equipped vehicle to respond to emergency calls from authorized District representatives. If the employee can't perform the work, they will contact the appropriate supervisor.

7.11.4 Employees serving in an on-call status who are called back in to respond to emergencies will be paid in accordance with either Article 7.9 or Article 7.10, whichever provision applies. The employee must acknowledge the emergency call/notification within 30 minutes.

7.12 **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.

7.13 **REST PERIODS**

7.13.1 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 7.13.2 at the rate of fifteen (15) minutes per four (4) hours worked which shall include the rest periods.

7.13.2 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.

7.14 **REST FACILITIES.** Employees shall have access to staff lounge and lavatory facilities at each work site. The District will provide ice water containers for use by employees.

7.15 **ALTERNATIVE WORK SCHEDULE.** The Union and Management agree to study alternative work schedules including ten (10) hour/ four (4) day work week schedules.

ARTICLE 8. VACATION

8.1 **ACCRUAL OF VACATION BENEFITS.** Twelve-month employees covered by this Agreement shall receive vacation as follows: For all regular employees, the following schedule of vacation leave allowances shall be in force:

8.2 **RATES OF VACATION LEAVE**
Years of Service

Vacation Rate

1 through 5	September through June - 1.0 days/mo. July and August - 1.5 days/mo.
6 through 10	September through June - 1.3 days/mo. July and August - 2.0 days/mo.
Beyond 10	September through June - 1.6 days/mo. July and August - 2.0 days/mo.

8.3 **VACATION SCHEDULING**

8.3.1 Vacations shall be scheduled at times requested by employees so far as possible within the District's work requirements and approved by the immediate supervisor.

8.3.2 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, upon approval of the immediate supervisor, the employee with the greatest bargaining unit seniority shall be given preference.

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 **INTERRUPTION OF VACATION.** Any permanent employee may be permitted to interrupt or terminate vacation leave in order to begin bereavement or sick leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information satisfactory to the District regarding the basis for such interruption or termination.
- 8.6 **VACATION PAY.** Pay for vacation days shall be the same as that which the employee would have received had he/she been in a working status.
- 8.7 **HOLIDAYS.** When a holiday falls during the scheduled vacation of any employee, such employee shall be granted holiday pay for that day and it shall not count as a vacation day.
- 8.8 **PART-TIME EMPLOYEES.** Part-time employees receive vacation pro-rated on hours worked less than (8) hours per day.
- 8.9 **VACATION AUDIT.** Vacation accrued will be audited annually with a report given to each employee on or about January 30.
- 8.10 **VACATION ACCRUAL.** Vacation days may be accrued up to 30 days. Any time in excess of 30 requires approval of the Superintendent.

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 eight (8) hours a day, five (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 pro-rata 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 Any employee on sick leave shall notify his/her supervisor by 2:00 p.m. each day as to whether or not they will return to work the following day. An employee may have an adult family member call on their behalf.
- 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 reasons:
 - 9.1.11.1 Overtime working hours;
 - 9.1.11.2 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 case diagnosis and prognosis to the satisfaction of the Board of Education.
- 9.1.14 The Superintendent 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 question of said employee's physical or mental ability to perform the functions of his or 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 nondiscriminatory 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 two (2) days of sick leave during the open enrollment period. If the total number of days in the Bank exceeds 200 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 160 days; however, the Committee may vote to exceed the 160 days if the need arises.

- 9.2.1.1 New members wishing to enter the Bank will be required to donate two (2) days 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, Union and/or

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 forty (40) work day limitations, 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 indemnity 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.

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 of Human Resources or his/her designee and Board of Education. When placed on unpaid leave, the employee shall not again become eligible for paid leave under Article 9.2 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 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 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 of 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 re-employment 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 ILLNESS LEAVE

- 9.6.1 Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of the Education Code Sections 44043 and 45192 and this Article. 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 Worker's 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 one (1) year 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 therefor. 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 while receiving temporary disability insurance, without penalties, from the Workers' Compensation Insurance company.
- 9.6.7 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.

- 9.6.8 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.
- 9.6.9 An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and Personnel Rules and Regulations. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
- 9.6.10 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 re-employment 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.
- 9.6.11 An employee who fails to accept an appropriate assignment after being medically approved therefor 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 in which the employee has made himself/herself available. Employees removed from a reemployment list under this Article may appeal the removal to the Superintendent or his/her designee.
- 9.6.12 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. 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 of his/her designee for approval.
- 9.7.2 Members of the immediate family mean mother, father, stepfather, stepmother, 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 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 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 Article shall make himself/herself available for work when his/her presence is not required in court if at least two and one-half hours remain in the workday.
- 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 the following Article.
- 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:
- 9.11.1.1 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.
- 9.11.1.2 Time off without pay for a period not to exceed five (5) consecutive days may be granted by recommendation of the immediate Supervisor.
- 9.11.1.3 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 or his/her designee 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 noncompliance with these provisions and

the employee may be terminated by the Board of Education. The termination may be appealed to the Board of Education 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. However, such employee shall be notified of the abolition of his/her classification, and if such employee offers to cancel such leave, then said employee shall be affected by the abolition of the classification in the same manner as if employee were not on a leave of absence. Employees returning from a leave may be required to have a health examination by a doctor specified by the District, with the cost met by the District.

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, TEMPORARY, OR LIMITED-TERM POSITION

9.12.1 Any permanent employee who accepts an assignment within the District to an exempt, temporary or limited-term position shall, during such assignment, be considered for status purposes as serving 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 appointing authority, 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, temporary, or limited 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. 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.

9.13.1 Sick leave for reasons of maternity shall be treated in the same manner as any other illness.

9.13.2 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 and in cases of false pregnancy upon release by physician. As an exception to this rule, an

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

9.13.3 Compensation while on sick leave for maternity shall be as follows:

9.13.3.1 Use of paid sick leave accrued;

9.13.3.2 Use of vacation accrued;

9.13.3.3 Salary equal to the difference between regular salary and salary of substitute;

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

9.13.3.5 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 intermittently 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 approval of the Supervisor.

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 nondiscriminatory 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**
- 9.15.1.1 The total number of days allowed in one (1) school year shall not exceed seven (7) days and are chargeable to personal sick leave.
- 9.15.1.2 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.
- 9.15.1.3 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**
- 9.15.4.1 The employee shall state that such absence was due to a personal necessity and outline the nature of such necessity.
- 9.15.4.2 Such form shall be recommended or not for payment by the Supervisor and shall be submitted to the Personnel Director 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.

ARTICLE 10. SAFETY CONDITIONS OF EMPLOYMENT

- 10.1 **CONDITIONS.** The District will make reasonable efforts to comply with applicable health and safety requirements as provided by CAL-OSHA.
- 10.2 **SAFETY EQUIPMENT.** Safety equipment required to be worn by employees of the District shall be provided to employees at District expense.
- 10.2.1 Employees are required to wear safety shoes (excluding the following positions listed in Appendix A titled "Clerical:" Dispatcher Facilities Maintenance, Assistant Buyer & Purchasing Assistant). The District will reimburse full-time unit members up to two hundred dollars (\$200) per fiscal year for the purchase of safety shoes or freezer shoes (includes steel toe or composite toe) subject to the approval of the employee's immediate supervisor. All receipts are to be submitted prior to May 1 of each school year in order to be eligible for reimbursement.
- 10.2.2 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.
- 10.3 **SAFETY COMMITTEE.** There shall be established and maintained a Safety Committee for the purpose of advising the District as to methods of establishing the safest possible working conditions for the employees. The Committee's membership shall be made up of four (4) employees, with two (2) being named by the Union, and two (2) being named by the District. Said Committee shall meet bimonthly and shall forward recommendations to the District Safety Officer with a copy to the Assistant Superintendent, Business. It shall be sufficient compliance if the two Union appointees serve on a District-wide Safety Committee.
- 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.

ARTICLE 11. TRANSFERS

- 11.1 **VACANCIES.** Bargaining unit members will be given first consideration for bargaining unit vacancies. If a bargaining unit member is not selected, the District may hire outside applicants. All vacancies in the bargaining unit shall be posted by the District for not less than six (6) working days at applicable work sites prior to being filled. Selection shall be made upon the basis of evident skills and experience of those who have applied, as determined by the District in its sole discretion. Where experience, skills and abilities are relatively equal, seniority shall prevail.
- 11.2 **DEFINITION OF TRANSFER.** Transfer shall mean a change of employee assignment that results in a change of the employee's assigned worksite without a change in classification. Transfers may either be 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 to the total school program as determined by the District.
- 11.3 **VOLUNTARY TRANSFERS.** A voluntary transfer is one which is sought by an employee. 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.
- 11.4 **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 Assistant Superintendent of Human Resources or his/her designee, provided that such action shall not be taken for punitive improper, discriminatory, or preferential reasons. An involuntary transfer shall not be used as a device to alter the effects of an impending layoff, although employees whose positions are to be eliminated may transfer to other classifications as provided for in the regulations for layoff. From one classification to another, the employee shall not receive seniority credit in the new classification for service in other classifications; however, he/she shall retain such credit as seniority in the classified service. In relation to any reason for involuntary transfer, the District shall determine what is reasonable, proper, necessary or possible.
- 11.5 **PROMOTIONS**
- 11.5.1 **DEFINITIONS.** A promotion is defined as any change in classification except a reclassification pursuant to these rules.

- 11.5.2 **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.
- 11.5.3 **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.
- 11.6 **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 all employees with the following paid holidays:

12.1.1 New Year's Day

12.1.2 Martin Luther King Day

12.1.3 Lincoln's Day

12.1.4 President's Day

12.1.5 Spring Recess Day (taken as part of Winter Recess)

12.1.6 Memorial Day

12.1.7 Juneteenth Day

12.1.8 Independence Day

12.1.9 Labor Day

12.1.10 Admission Day (taken as part of Winter Recess)

12.1.11 Veteran's Day

12.1.12 Thanksgiving Day and the following Friday

12.1.13 Christmas Eve Day and New Year's Eve Day (to be designated annually)

12.1.14 Christmas Day

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

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

ARTICLE 13. PROCEDURES FOR EVALUATION

13.1 EVALUATION SCHEDULE. All employees shall be evaluated by their immediate supervisor or designee in accordance with the following schedule:

13.1.1 PROBATIONARY EMPLOYEES: At the end of five months.

13.1.2 PERMANENT EMPLOYEES: At least once each year.

13.1.3 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.

13.1.4 A performance review may be made at any time by the immediate supervisor.

13.1.5 In the event management fails to meet the time limits of this section and an employee is eligible for a longevity increment, the longevity increment shall be automatically given.

13.2 PROCEDURES

13.2.1 Performance evaluation reports shall be made on prescribed forms, which shall be completed by the evaluator.

13.2.2 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.

13.2.3 The concerned employee shall have ten (10) working days after receipt of the Performance Evaluation to attach any statement or documents that relate to the subject matter.

13.2.4 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 of Human Resources' or his/her designee'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 five (5) 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 five-day (5) 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, “length of service” means the date of hire.
- 15.1.2 **ORDER OF LAYOFF.** The employee who has been employed the shortest time in the classification, 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.
- 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 45117 (g), classified positions are to be eliminated the employees to be laid off shall be given written notice informing them of their layoff 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 the 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 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 lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for 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 covered hereby or by the Union that there has been an alleged violation, misinterpretation or misapplication of a provision of this Agreement. Hereinafter, the term "grievant" shall include either the employee or the Union, whichever is applicable.

16.2 GENERAL PROVISIONS

16.2.1 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 Union representatives.

16.2.2 The failure of the grievant or the grievant's representative to act within the prescribed time limit 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.

16.2.3 In any instance where the Union is not participating in a grievance, the District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

16.2.4 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. 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 to attend such hearing or conference. This provision shall apply only 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 (1) representative per grievance.

16.3 LEVELS IN THE GRIEVANCE PROCEDURE

16.3.1 **FIRST LEVEL.** Within ten (10) days from the date of knowledge of the occurrence of the event giving rise to the grievance, the grievant must file in writing with grievant's 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 ten (10) school days following the receipt of the grievant's report of grievance.

- 16.3.2 **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 ten (10) school days following receipt of the Level I reply, a copy of the original report of grievance and a copy of the Level I reply with the notation that the grievant is appealing to Level II. The Superintendent or designee must respond with a written decision within ten (10) school days. The Union may, when filing a Union grievance, commence the grievance at the second level.
- 16.3.3 **THIRD LEVEL.** If the grievant is not satisfied with the written decision rendered at Level II, the grievant may appeal to Level III within fifteen (15) school days of receipt of Level II reply, by requesting that the grievance be submitted to final and binding arbitration. All such requests will be honored by the District. The District, within ten (10) school days after any appeal to Level III, shall request the Federal Mediation and Conciliation Service 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. 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 borne equally by the parties. The arbitrator, in rendering his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/Her authority shall be limited to deciding only the issue or issues presented to him 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 unlawfully 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 or 130 days of paid service, whichever is longer 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 **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.
- 19.2 **COMPLIANCE.** 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 in good faith to take all necessary steps to cause those employees to cease such action.
- 19.3 **SUSPENSION.** It is agreed that this Article shall be suspended, in the event the District requests that negotiations over re-openers be submitted to fact-finding. It is further agreed that provisions of this Agreement, including those pertaining to organization security and binding arbitration, will be suspended in the event of a strike, work stoppage, or other concerted activities which interferes with the operations of 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. EMPLOYEE EXPENSES AND MATERIALS

20.1 TOOLS

20.1.1 The District agrees to provide all tools, equipment, and supplies reasonably necessary to employees for performance of employment duties.

20.1.2 The District agrees to provide a safe place to store employee tools and equipment and agrees to pay for any loss or damage or for the replacement of the tools.

20.2 REPLACING OR REPAIRING EMPLOYEE'S PROPERTY. The District shall compensate at reasonable replacement or repair cost employees for loss or damage to personal property approved for use in the course of employment.

20.2.1 **CONDITIONS.** In accordance with the Education Code employees will be reimbursed for the cost of replacing or repairing personal property belonging to said employee when such property is damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty and is 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. Personal property kept on the District premises must be declared by the employee in writing, a value established, and 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, watch.

20.2.2 **EYEGLASSES.** The District shall compensate at reasonable replacement or repair cost employees for damage to eyeglasses in the line of duty without fault of the employee.

20.3 UNIFORMS. The District may require unit members to wear uniform shirts. The District shall provide each unit member five (5) uniform shirts. The Director of Maintenance and Operations shall consult with the Union Review Committee regarding the type of shirts to be provided.

ARTICLE 21. SEVERABILITY

- 21.1 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 or 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.
- 21.2 **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 22. CONSULTATION

- 22.1 The District and the Union agree that if the District intends to change any Policies which affect the members of the bargaining unit, at Union request, the District agrees to consult with the Union prior to such changes being made. To the extent any provisions of this Agreement are in conflict with current or subsequently enacted District policies, practices, rules or regulations, or currently or subsequently enacted rules and regulations of the classified service, the provisions of this Agreement shall prevail.
- 22.2 Palm Springs Personnel Rules and Regulations that are within the scope of mandatory negotiations under the Rodda Act that affect the bargaining unit employees will remain in effect for the duration of the contract, and any changes may be agreed upon at the annual Teamsters-P.S.U.S.D meeting.

ARTICLE 23. SUPPORT OF AGREEMENT

- 23.1 The District and the Union agree that it is to their mutual benefit and to the benefit of the District to encourage the resolution of differences through the meet and negotiation process. Therefore, it is hereby agreed that the Union and the District will support this Agreement for its term.
- 23.2 A District management team will consult with Union representatives every year for the purpose of keeping open lines of communication and consultation of non-economic items.

ARTICLE 24. EFFECT OF AGREEMENT: ENTIRE AGREEMENT

- 24.1 The specific provisions of this Agreement prevail over District practices and procedures 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.
- 24.2 It is agreed that the adoption of this Agreement shall not cause any employee covered hereby to suffer any reduction in wages, hours and/or working conditions. Nothing in this Article shall preclude the District from taking actions which affect the members of the bargaining unit, including actions mentioned in Article 3, so long as such actions do not result from the execution of this Collective Bargaining Agreement.

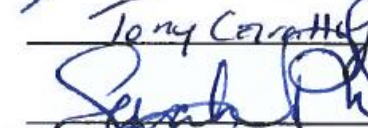
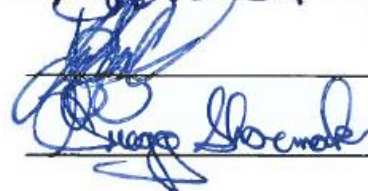
ARTICLE 25. DURATION

- 25.1 The Union and the District waive and relinquish their rights to meet and negotiate with respect to any provision contained within any matter outside this Agreement for its term with the sole exception of negotiations pertaining to the addition or deletion of statutory guarantees providing mandated benefits amended into or added to California or Federal law after negotiation of this Agreement.
- 25.2 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.
- 25.3 Each party shall have the right to reopen salary and health benefits plus one additional article each during the 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



Tony Corrallo

Sarah Pugh

Hugo Schneider

For Teamsters



Joral S. Jhara
Isaac Bae
Scott L. Beattie

APPENDIX A

PALM SPRINGS UNIFIED SCHOOL DISTRICT TEAMS 1 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
1	17.01	17.87	18.76	19.69	20.68	21.71	22.80	23.93	25.13	26.38	1
2	17.44	18.31	19.22	20.19	21.20	22.26	23.37	24.53	25.76	27.04	2
3	17.87	18.77	19.71	20.68	21.73	22.80	23.95	25.14	26.40	27.72	3
4	18.31	19.23	20.19	21.20	22.27	23.38	24.54	25.77	27.06	28.41	4
5	18.77	19.71	20.70	20.93	22.82	23.96	25.16	26.42	27.73	29.12	5
6	19.25	20.21	21.21	22.27	23.40	24.56	25.79	27.07	28.44	29.86	6
7	19.73	20.72	21.75	22.84	23.98	25.18	26.44	27.76	29.14	30.60	7
8	20.22	21.23	22.29	23.40	24.58	25.81	27.09	28.46	29.87	31.37	8
9	20.72	21.76	22.85	24.00	25.19	26.46	27.77	29.16	30.63	32.16	9
10	21.25	22.31	23.42	24.60	25.82	27.11	28.47	29.89	31.39	32.96	10
11	21.78	22.87	24.00	25.21	26.46	27.79	29.17	30.64	32.16	33.77	11
12	22.33	23.43	24.61	25.84	27.12	28.49	29.91	31.41	32.98	34.63	12
13	22.87	24.01	25.23	26.49	27.81	29.19	30.66	32.20	33.80	35.49	13
14	23.45	24.63	25.86	27.14	28.50	29.92	31.43	33.00	34.64	36.37	14
15	24.03	25.25	26.49	27.82	29.21	30.68	32.21	33.82	35.51	37.29	15
16	24.63	25.88	27.16	28.52	29.94	31.45	33.02	34.66	36.40	38.21	16
17	25.25	26.51	27.84	29.22	30.69	32.23	33.84	35.53	37.30	39.17	17
18	25.88	27.17	28.54	29.96	31.46	33.03	34.69	36.41	38.24	40.16	18
19	26.53	27.86	29.24	30.71	32.25	33.85	35.55	37.34	39.20	41.16	19
20	27.19	28.56	29.98	31.48	33.05	34.70	36.45	38.26	40.17	42.18	20
21	27.87	29.26	30.73	32.27	33.87	35.58	37.35	39.22	41.18	43.24	21
22	28.58	29.99	31.50	33.07	34.73	36.47	38.30	40.21	42.20	44.32	22
23	29.29	30.74	32.28	33.91	35.59	37.37	39.25	41.22	43.26	45.43	23
24	30.01	31.51	33.09	34.74	36.49	38.31	40.22	42.24	44.34	46.56	24
25	30.76	32.30	33.92	35.61	37.39	39.27	41.23	43.30	45.45	47.72	25
26	31.53	33.12	34.78	36.50	38.33	40.24	42.26	44.37	46.59	48.92	26
27	32.32	33.94	35.63	37.42	39.29	41.25	43.32	45.48	47.76	50.15	27
28	33.14	34.79	36.54	38.34	40.27	42.29	44.39	46.63	48.96	51.40	28
29	33.96	35.66	37.44	39.32	41.28	43.33	45.50	47.77	50.17	52.67	29
30	34.81	36.55	38.38	40.29	42.31	44.42	46.65	48.99	51.43	54.00	30

Service Increments for TEAMS1

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 1 MONTHLY SALARY SCHEDULE

Row	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06 LONGEVITY + 7 YRS	STEP 07 LONGEVITY + 10 YRS	STEP 08 LONGEVITY + 15 YRS	STEP 09 LONGEVITY + 20 YRS	STEP 10 LONGEVITY + 25 YRS	Row
1	2,948.21	3,095.72	3,250.48	3,412.96	3,583.67	3,762.92	3,951.02	4,148.58	4,355.97	4,573.76	1
2	3,022.00	3,173.14	3,331.78	3,498.36	3,673.27	3,856.91	4,049.72	4,252.22	4,464.80	4,688.04	2
3	3,097.58	3,252.45	3,415.05	3,585.80	3,765.07	3,953.32	4,151.01	4,358.46	4,576.44	4,805.26	3
4	3,175.04	3,333.76	3,500.36	3,675.43	3,859.26	4,052.13	4,254.81	4,467.48	4,690.87	4,925.41	4
5	3,254.41	3,417.11	3,587.91	3,767.34	3,955.72	4,153.48	4,361.19	4,579.17	4,808.14	5,048.55	5
6	3,335.78	3,502.48	3,677.72	3,861.55	4,054.57	4,257.33	4,470.17	4,693.67	4,928.35	5,174.77	6
7	3,419.06	3,590.08	3,769.56	3,958.11	4,155.94	4,363.75	4,581.85	4,810.95	5,051.50	5,304.08	7
8	3,504.49	3,679.84	3,863.86	4,056.96	4,259.86	4,472.86	4,696.48	4,931.26	5,177.84	5,436.73	8
9	3,592.18	3,771.85	3,960.41	4,158.45	4,366.35	4,584.65	4,813.88	5,054.62	5,307.31	5,572.67	9
10	3,682.02	3,866.08	4,059.36	4,262.40	4,475.53	4,699.29	4,934.25	5,180.91	5,439.98	5,711.98	10
11	3,774.02	3,962.72	4,160.93	4,368.93	4,587.35	4,816.75	5,057.58	5,310.47	5,576.01	5,854.81	11
12	3,868.44	4,061.83	4,265.03	4,478.14	4,702.08	4,937.18	5,184.13	5,443.32	5,715.47	6,001.24	12
13	3,965.13	4,163.41	4,371.51	4,590.19	4,819.64	5,060.65	5,313.68	5,579.37	5,858.34	6,151.26	13
14	4,064.22	4,267.48	4,480.77	4,704.88	4,940.12	5,187.13	5,446.49	5,718.85	6,004.79	6,305.02	14
15	4,165.83	4,374.16	4,592.82	4,822.51	5,063.58	5,316.82	5,582.67	5,861.81	6,154.89	6,462.63	15
16	4,270.04	4,483.45	4,707.75	4,943.07	5,190.24	5,449.69	5,722.21	6,008.34	6,308.74	6,624.18	16
17	4,376.72	4,595.62	4,825.34	5,066.65	5,319.96	5,585.99	5,865.26	6,158.51	6,466.48	6,789.80	17
18	4,486.13	4,710.48	4,946.00	5,193.28	5,452.97	5,725.65	6,012.00	6,312.54	6,628.21	6,959.62	18
19	4,598.30	4,828.32	5,069.74	5,323.14	5,589.26	5,868.81	6,162.18	6,470.29	6,793.83	7,133.52	19
20	4,713.29	4,948.91	5,196.39	5,456.18	5,729.01	6,015.44	6,316.29	6,632.05	6,963.67	7,311.86	20
21	4,830.28	5,072.71	5,326.23	5,592.61	5,872.23	6,165.89	6,474.18	6,797.88	7,137.72	7,494.61	21
22	4,951.86	5,199.60	5,459.51	5,732.58	6,019.15	6,320.05	6,636.06	6,967.88	7,316.24	7,682.05	22
23	5,075.75	5,329.51	5,595.97	5,875.81	6,169.47	6,477.97	6,801.86	7,142.04	7,499.15	7,874.11	23
24	5,202.61	5,462.70	5,735.78	6,022.60	6,323.72	6,639.94	6,971.94	7,320.51	7,686.50	8,070.82	24
25	5,332.67	5,599.19	5,879.27	6,173.19	6,481.83	6,805.94	7,146.17	7,503.51	7,878.67	8,272.60	25
26	5,465.96	5,739.31	6,026.22	6,327.55	6,643.89	6,976.14	7,324.92	7,691.15	8,075.69	8,479.47	26
27	5,602.62	5,882.76	6,176.83	6,485.76	6,810.02	7,150.60	7,508.03	7,883.47	8,277.64	8,691.52	27
28	5,742.70	6,029.74	6,331.42	6,647.87	6,980.26	7,329.32	7,695.79	8,080.59	8,484.61	8,908.85	28
29	5,886.25	6,180.56	6,489.62	6,814.09	7,154.74	7,512.52	7,888.10	8,279.60	8,693.56	9,128.23	29
30	6,033.46	6,335.06	6,651.86	6,984.39	7,333.63	7,700.29	8,085.29	8,489.57	8,914.04	9,359.74	30

*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 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
INITIATIVE – 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.	☐	☐	☐	☐
QUALITY – 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).	☐	☐	☐	☐
COMPLETENESS AND PRODUCTIVITY – Extent to which employee's quantity and completion of work is carried through with all details addressed in a timely manner.	☐	☐	☐	☐
JOB RELATED KNOWLEDGE AND SKILLS – Extent to which employee possesses, learns and applies the necessary knowledge and skills to perform the job.	☐	☐	☐	☐
SAFETY – Extent to which employee is knowledgeable of and practices proper rules of safety to protect self and others.	☐	☐	☐	☐
ABILITY TO WORK WITH OTHERS – Extent to which employee willingly cooperates with District employees and the public. Employee adapts with a minimum of difficulty to changing circumstances.	☐	☐	☐	☐
ACCOUNTABILITY – Extent to which employee accepts responsibility for his/her actions.	☐	☐	☐	☐
ATTENDANCE/PUNCTUALITY – Extent to which employee is absent from the job without approval. Employee is prompt during scheduled work periods.	☐	☐	☐	☐
SUPERVISORY ABILITY (if applicable) – Extent to which employee is competent in decision-making, communicating, motivating and directing subordinates.	☐	☐	☐	☐

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 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)

DATE

Employee Name

Employee Title

Work Site

Work Site Supervisor Name

Work Site Supervisor Title

STRENGTHS

WEAKNESSES

APPENDIX C

MEMORANDUM OF UNDERSTANDING BETWEEN PALM SPRINGS UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA TEAMSTERS LOCAL 911 (TEAMS 1)

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 1 ("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.

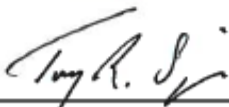
- II. The Union shall have access to employees newly hired into positions within the bargaining unit during the District's new employee orientation process as follows:
 - a. The District shall allow one Shop Steward (with one Alternate Shop Steward) from Teams 1 and one Shop Steward (with one Alternate 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.

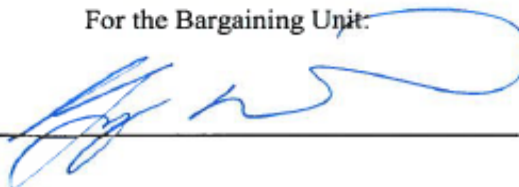
No employee will be forced to participate in the above Union orientation. If an employee declines to participate, the employee will sign or initial a document indicating that the opportunity to participate in the Union orientation was offered, but declined. An employee's refusal to participate does not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

Signed and entered into this 22nd 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 1)

This Memorandum of Agreement is entered into by and between the Palm Springs Unified School District ("District") and California Teamsters Local 911, Teams 1 ("Union") on December ~~18~~¹⁹, 2018 in regard to Early Retirement.

Whereas the District/Union Collective Bargaining Agreement cite:

- Article 6.13 outlines the District will provide an incentive for early retirement.
- Article 6.13.1 a. outlines fifteen (15) years of service as one of the conditions to qualify for the incentive.

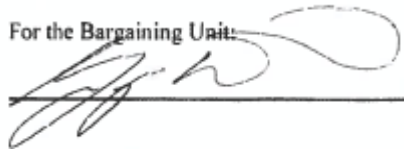
Now, therefore, in consideration of the mutual promises contained herein, the District and the Union agree to the following considerations for Early Retirement:

- Change article 6.13.1 a. from fifteen (15) years of service to ten (10) years of service. The new language will read as follows:
16.13.1 Employees must have a minimum of ten (10) years of employment in the District in a position (or positions) in the bargaining unit and be qualified to participate in the Health and Welfare benefits program.
- All remaining conditions to qualify for the early retirement incentive, as outlined in article 6.13.1, shall stay in place.
- The District and the Union agree to incorporate this new language into article 6.13.1 as part of the successor agreement.

For the District:



For the Bargaining Unit:



APPENDIX E

Professional Growth Pilot Program

The parties agree to develop a Professional Growth Pilot Program for the 2023-24 school year. The purpose of the Professional Growth Pilot program shall be to provide Teams 1 unit members access to voluntary professional training opportunities.

The parties agree to form a Professional Growth Committee to develop the Professional Growth Pilot Program. The Professional Growth Committee shall be comprised of two (2) members as appointed by Teams 1 and two (2) members as appointed by the District. The Professional Growth Committee shall:

1. Meet no less than four (4) times during the (4) during the 2022-23 school year for the purpose of developing a Professional growth Pilot Program. Upon mutual agreement the committee members may cancel the minimum number of meetings. The First meeting shall be held within 30 days or less of the date of the ratification of the agreement.
2. Develop a Professional Growth Program that shall include:
 - a. Paid after-hour professional growth sessions. These sessions may include evening or weekend professional growth opportunities.
 - b. Professional growth sessions during the work-day. These sessions are intended to provide professional growth opportunities during the work-day.
3. Present a proposed Professional Growth Pilot Program to the parties no later than May 1, 2023

The parties agree to meet no later than June 30, 2023 regarding the potential implementation of the Professional Growth Pilot Program.

Palm Springs Unified School District Nondiscrimination Statement

The Palm Springs Unified School District is committed to equal opportunity for all individuals in education and employment. The District prohibits unlawful discrimination, including discriminatory harassment, intimidation, and bullying, of any student by anyone, based on the student's actual or perceived race; color; ancestry; nationality; national origin; immigration status; ethnic group identification; ethnicity; age; religion; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; parental, marital, family status; physical or mental disability; medical condition; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; or genetic information; or, association with a person or group with one or more of these actual or perceived characteristics in its programs, activities, and provides equal access to the Boy Scouts and other designated youth groups. (PSUSD BP [410](#), [1312.3](#), [5131.2](#), [5145.3](#), [5145.7](#), [5145.9](#)).

Students have the right to a free public education, regardless of immigration status or religious beliefs. More information about these rights is available from the [California Attorney General, Know Your Rights](#). Learn more about Title IX, Student Rights Under [Title IX](#).

For questions or complaints, contact:

Title IX Coordinator and Equity and Compliance Officer

[Dr. Antonia Hunt](#), Director – Title IX and Compliance
760-883-2703 Ext: 4805026

ADA/Title II Coordinator-Students and Section 504 Coordinator

[Laura Meusel](#), Executive Director, Student Support Services
760-883-2703 Ext: 4805102

ADA/Title II Coordinator - Staff

[Clayton Hill](#), Assistant Superintendent of Human Resources

All are located at: 150 District Center Dr. Palm Springs, CA 92264

[Notice of Title IX Nondiscrimination](#)