



AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF THE
PALMDALE SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
CHAPTER 296

Effective
July 1, 2022 to June 30, 2025

Palmdale School District

39139 Tenth Street East

Palmdale, CA 93550

Tentative Agreement Incorporated into Contract

BOARD OF TRUSTEES AND SUPERINTENDENT

Sharon VegaPresident

Anthony HuntClerk

Nancy SmithMember

Ralph VeladorMember

Simone Zulu DiolMember

Raul Maldonado.....Superintendent

PALMDALE SCHOOL DISTRICT
PERSONNEL COMMISSION

Chairperson Dale Speights

Vice-Chairperson Kathleen Duren

Commissioner.....Deneese Thompson

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #296

Helena Perkins.....President
Michael Oke II.....First Vice-President
Tracey LottierSecond Vice-President
Brandie Strachan.....Secretary
Elizabeth De La Cruz.....Treasurer
Christy Martinez-Avila..... Communications Officer
Kathy Seraile.....Chief Union Steward
Lizette IbarraSite Rep Coordinator

	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
	Preamble	7
	Definitions	8
Article I	Agreement	11
Article II	Recognition	12
Article III	Employee Rights	15
Article IV	Organizational Security	19
Article V	Early Retirement	21
Article VI	Compensation	24
Article VII	Transfers	34
Article VIII	Leaves	37
Article IX	Holidays and Vacations	48
Article X	Inclement Weather Plan	54
Article XI	Joint Labor/Management	56
Article XII	Safety	57
Article XIII	Hours and Overtime	58
Article XIV	Grievance Procedure	65
Article XV	Concerted Activities	73
Article XVI	Americans with Disabilities Act (ADA) Provisions	74
Article XVII	Separability and Savings	75
Article XVIII	Association Rights	76
Article XIX	Retained Rights	78
Article XX	Duration and Renegotiation	80

	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
Article XXI	Entire Agreement	81
Article XXII	Loss or Reduction of District Revenue	82
Article XXIII	Layoffs	83
APPENDIX A	Classified Salary Schedule	90
APPENDIX B	Schematic List of Classes	93
APPENDIX C	PC Rules & Regulations Sec. 6 & Ch. IX	94

PREAMBLE

The articles contained herein and the appendices attached hereto constitute the Agreement by and between the Palmdale School District, hereinafter referred to as the "District" and the California School Employees Association, Chapter 296, of Palmdale, hereinafter referred to as the "Association".

The purpose of this Agreement is to promote the improvement of the personnel management and employer/employee relations; provide an equitable and peaceful procedure for the resolution of differences; and establish rates of pay and other terms and conditions of employment.

DEFINITIONS

Adjusted Hire Date: When an employee is reinstated or reemployed by the District following layoff or resignation, the date of hire shall be adjusted forward to reflect the time of absence, which now becomes their seniority date.

Association: California School Employees Association, (CSEA), Chapter #296.

Bumping: Displacement rights

Calendar Days: 365 days a year and 366 on a Leap Year

Call Back Time: Time paid at the appropriate rate when you have left your place of employment and at the District's discretion have been called to report back to work from your home or time spent on authorized work from an off-site location.

Career Ladder: Advancement within a classification determined by experience and education as outlined within the appropriate job description.

Class: A group of positions similar in duties and responsibilities.

Classification: Positions with the same job description and salary range.

Classification Seniority: Ranking of employees based on hire date in classification.

Complaint Procedures: A formalized method to resolve issues outside the grievance procedure.

Date of Hire: The date employee was officially hired into district, including the probation period.

Demotion: A change in assignment of employee from a position in one classification to a position in a lower classification that is allocated a lower maximum salary rate.

District: Palmdale School District. (Employer)

District Seniority: Ranking of employees based on hire date.

Domestic Partner: The domestic partner has to be registered with a recognized governmental agency.

Employee: Unit Member.

Evaluator: Administrator designated on Notice of Evaluator Form.

Extra Hours: Additional non-permanent paid time added to the assigned time, not resulting in overtime.

Fiscal Year: July 1st through June 30th of each year.

Fixed and Regular: Set and consistent days and hours.

Immediate Supervisor: Evaluator or designated administrator.

Inservice/Teacher Training Day: Any day scheduled as a non-instructional day for certificated personnel when students would have otherwise been in attendance, but are not, shall be a work day for any bargaining unit member who would have worked that day. (see Article 9.4.1)

JLM: Joint Labor Management

Out of Class: Any unit member who works outside of their classification.

Overtime: Paid time over eight (8) hours per day, forty (40) hours per week.

Permanent Employee: An employee who has completed a 130-work day probationary period.

Probationary Period: A trial period of 130-work days (not counting sick, industrial accident) immediately following initial employment.

Promotion: Employment in a higher classification/salary range for an established permanent employee. An increase in working hours within the same classification is not considered to be a promotion.

Promotional Probationary Period: A trial period of 130-work days immediately following acceptance to a promotional position.

Reclassification: An upgrade in classification due to the gradual accretion of duties or responsibility levels.

Seniority: Ranking of employees based on hire date in classification and/or district.

Short-Term/Limited-Term Employee: Any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services shall not be extended or needed on a continuing basis.

Substitute Employee: Any casual/temporary employee hired by the District to cover for any unit member who is temporarily absent from duty, or any person employed in a vacant position. Vacant positions can be filled by the District for up to sixty (60) calendar days regardless of the number of substitutes used, or as permitted by the Personnel Commission Rules and Regulations.

Summer Programs: Summer Program refers to programs that are consistent with the current Summer Programs being offered by the District. These programs include, and are not limited to Extended School Year, Summer Intersession and Summer Meals (excluding registration or enrollment). Summer Programs serve at-risk students for a predetermined amount of time, while offering support and methods to improve academic and personal well-being in unique ways.

Temporary Employee: Same as Short-Term/Limited-Term employee.

Transfer: A change of location or position within the same classification and salary range.

Vacation Accrual Threshold: The amount of vacation an employee can accrue in two (2) fiscal years.

Vacation Bank: A method of storing a one-time deposit of vacation days. (See Article 9)

Years of Service: The number of completed years worked as calculated from the original hire date.

39-month Rehire List: List utilized to rehire members who have been laid off, or who have exhausted medical leaves.

ARTICLE I
AGREEMENT

This AGREEMENT is entered into July 1, 2023, by and between the Board of Trustees of the PALMDALE SCHOOL DISTRICT and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #296.

ARTICLE II

RECOGNITION

- 2.1 The District recognizes the California School Employees Association and the local Chapter #296 as the exclusive representative for that unit of classified employees set forth below:
- 2.2 INCLUDED: Accounting Clerk I, II, Accounting/Data Processing Technician, Administrative Clerk I & II, Administrative Secretary, Attendance Clerk, Benefits/Payroll Clerk, Bilingual Administrative Clerk II, Bilingual Administrative Secretary, Bilingual Attendance Clerk, Bilingual Family Community Liaison, Bilingual Head Start Enrollment Assistant, Bilingual Head Start Teacher Assistant, Bilingual Instructional Assistant, Bilingual School Secretary, Bilingual Typist Clerk, Campus Security Assistant, Certified Occupational Therapy Assistant, Child Nutrition Assistant I, II & III, Child Nutrition Assistant I – Cashier, Child Nutrition Manager, Child Nutrition Supervisor, Child Nutrition Procurement Specialist, Computer Lab Technician, Credential Analyst, Crossing Guard, Custodian I & II, Data Processing/Accounting Technician, District Receptionist, Executive Assistant Non- Confidential, Facilities Planning Technician, Family Advocate (Healthy Start), Family Community Advocate, Family/Community Liaison (Head Start), Family Health Provider (Head Start), Family Services Advocate, Fingerprint Technician, Grounds/Utility Maintenance Worker I & II, Grounds/Utility Maintenance Worker II – Certified, Head Start Enrollment Assistant, Head Start Teacher Assistant, Health Assistant, Health Assistant/LVN, Health Tech – LVN, Healthy Start Family Advocate, Instructional Assistant I, II, & III, Internet and Media Communications Specialist, Inventory/Procurement Specialist, IT Technician, Lead Grounds/Utility Maintenance Worker, Lead Computer Lab Technician, Lead Library Aide, Lead Library Technician, Lead Maintenance Worker, Leaves Analyst, Library/Media Technician, Maintenance Worker I, II, II- Certified & III, Media Technician, Noon Duty/Campus Assistant, Paraeducator Certified Interpreter II, Paraeducator/LVN, Paraeducator Moderate to Severe, Paraeducator Interpreter Certified,

Paraeducator Interpreter - DHH, Paraeducator Interpreter – Braille, Paraeducator Translator, **Parent Community Liaison**, Personnel Administrative Clerk, **Personnel Administrative Clerk II**, **Personnel Analyst**, Program Liaison, Project/Curriculum Center Clerk, Program Instructional Assistant I, II & III, Reprographics Technician, School Secretary, School Service Assistant, Secretary/Early Childhood, Senior Payroll Clerk, Special Education Instructional Assistant I, II & III, Risk Management Specialist, **Social Emotional Learning Specialist**, Speech Education Assistant, Speech Language Pathology Assistant, **Student Engagement Advocate**, Student Interventionist, **Technology Support Liaison**, **Technology Support Specialist**, Technology Technician, Health Tech – LVN, Translator, and Warehouse Worker/Delivery Driver I & II.

- 2.3 EXCLUDED: All certificated and non-classified employees, all casual or limited-term employees, such as substitutes in any capacity, all temporary personnel, all designated management employees as defined in Government Code 3540.1(g), such as Superintendent, Assistant Superintendent, Assistant Superintendent Human Resources, Assistant Superintendent Special Education/Student Services, Assistant Superintendent Educational Services, Business Operations Administrator, Chief Business Officer, Chief Leadership Officer, Community Information Officer, Database Systems Coordinator, Director-Classified Personnel, Director of Human Resources, Director of Health and Safety, Director of Mental Health, Director of Special Education, Director of Curriculum and Instruction, Director of Child Nutrition, Director of Maintenance and Operations, Director of the Personnel Commission, Director of Transportation Services, Director of Warehouse/Purchasing, Facilities Acquisition & Development Manager, District Chef, Early Head Start Program Manager, Facilities Planner, Fiscal Services Administrator, Head Start Preschool Family/Social Service Provider, Head Start Preschool Fiscal Officer, Head Start Preschool Health Nutrition Facilitator; Management Information Systems Administrator, Assistant Director of Child Nutrition; Assistant Director of Maintenance and Operations, Assistant Director of Human Resources, Assistant Director of Transportation; Maintenance & Operations Administrator, Occupational Therapist, Planetarium Director, Purchasing Coordinator, SELPA Fiscal Services Coordinator, Risk Manager, Student Information Services Supervisor, Transportation Field Supervisor, Warehouse/Purchasing Supervisor; and all confidential employees as defined in

Government Code 3540.1(C), such as Executive Assistant to the Superintendent, Administrative Assistant/Confidential, Executive Assistant/Confidential.

- 2.4 The Association, in turn, recognizes the District as the duly elected representative of the people and agrees to negotiate exclusively with the District through the provisions of Chapter 10.7, (commencing with Section 3540), Division 4 of Title I of the Government Code. The Association further agrees that it, its members and agents, shall not attempt to negotiate privately or individually with any Board Member or manager.
- 2.5 New classifications created or positions added to classes shall be subject to negotiations between the District and the Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to the Public Employment Relations Board and shall not be subjected to any grievance procedure contained in this contract.
- 2.6 Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment and other terms and conditions of employment as defined under the Education Employment Relations Act.
- 2.7 Classifications affected by SB 253 shall revert to the bargaining unit when incumbent(s) vacate the position(s).

ARTICLE III
EMPLOYEE RIGHTS

3.1 Personnel Files

3.1.1 Personnel records shall be kept on all current unit members. All personnel files shall be considered confidential.

3.1.2 Only the unit member or a designated Chapter Union representative shall have the right to review unit member's personnel files and any other records pertaining to the unit member(s) either when accompanied by the unit member, or with written authorization signed by the unit member.

3.2 Content

3.2.1 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for inspection to the person involved. However, such materials shall not include ratings, reports, or records which were:

- (1) obtained prior to the employment of the unit member.
- (2) Prepared by examination committee members.
- (3) Obtained in connection with a promotional examination.

A request to inspect the materials must be made at a time when the unit member is not required to render service to the District. The employee may, under extenuating circumstances and with agreement of the District, inspect the materials on duty time.

3.3 Derogatory Information

- 3.3.1 Information of a derogatory nature shall not be made part of the personnel file until the member is given notice and an opportunity to review the information and afforded (10) ten workdays from the date of review in which to respond to such derogatory information. The member's response shall be attached to the derogatory information and become part of the member's personnel file.

Such review shall take place during normal working hours, and the unit member shall be released from duty for this purpose without salary deduction.

- 3.3.2 Any person who places written material or drafts written material for placement in a unit member's file shall sign the material, and the unit member shall be given the opportunity to initial and signify the date on which such material was drafted. The unit member shall be given the opportunity to initial the material before it is placed in their file.

3.4 Evaluation

- 3.4.1 Identification of Evaluator and Evaluatee

Each unit member shall be notified, in writing, of the identity of his/her evaluator within thirty (30) days of the employee's initial start date for a new position. The evaluation shall be performed by the designated evaluator. No unit member shall be required to formally evaluate any other unit member. Lead personnel and Child Nutrition Managers in the unit may be required to contribute information, observations, or suggestions to the evaluator in the preparation of an evaluation, however, these observations and suggestions are not meant to be the sole basis for any unit member's evaluation. If the evaluator is changed, the evaluatee must be notified, in writing, within ten (10) workdays. When a unit member is assigned to more than one (1) site it shall be the responsibility of the supervisors to identify the unit member's evaluator. The identified evaluator shall obtain input regarding the unit member's performance from the work site of which he or she performs duties.

- 3.4.2 Probationary unit members shall be evaluated, in writing, on appropriate District evaluation forms, on or before the 35th, 60th, day worked and the final day of the probationary period. Probationary period evaluations are not required for career ladder advancements.

Probationary unit members having their 130-day evaluation in March, April, or May shall be evaluated annually thereafter. If the District does not perform the evaluation in the designated time, the evaluation shall be considered Meets or Exceeds district standards.

- 3.4.3 Permanent unit members shall be evaluated at least once each school year, in writing, on appropriate District evaluation forms, on or before June 1, of each school year. A unit member may attach his or her written comments to a written evaluation. The evaluator shall review each written evaluation with the unit member and, if needed, offer written recommendations, or specific suggestions for improvement. Each written evaluation shall be signed by the unit member and the evaluator. The unit member shall sign to acknowledge receipt of the evaluation, with the understanding that such signature signifies receipt, but not necessarily agreement with the contents of the document. If a unit member is not available for his/her evaluation due to a leave of absence, the unit member shall receive the evaluation upon return to work. The document shall be dated, and the date of signature shall be indicated. The unit member shall receive one copy, the evaluator shall retain one copy and the evaluator shall send one copy to the Human Resources Office for placement in the unit member's file. If an annual evaluation is not provided to a permanent employee, the employee's work performance for that year shall be deemed to Meet District Standards.

- 3.4.4 When a unit member's performance is evaluated as below an acceptable level, the evaluator shall provide written recommendations for improvement and schedule a follow-up evaluation with the unit member within thirty (30) days. Should the evaluator recommend in-service training, or formal schooling, implementation of

such recommendation shall be at District expense, subject to availability of funds, and the constraints of law.

3.4.5 No permanent unit member shall receive an annual overall unsatisfactory evaluation without receiving an Interim Evaluation and Improvement Plan prior to April 1 of each year. The evaluator shall review the Interim Evaluation and Improvement Plan with the unit member upon receipt. In the event a unit member is on leave, the Interim Evaluation and Improvement Plan deadline shall be extended by the same number of days. Should the evaluator recommend in-service training, or formal schooling, implementation of such recommendation shall be at District expense, subject to availability of funds, and the constraints of law.

3.4.6 No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator, or the District, nor shall it contest the judgment of the evaluator. Grievance concerning evaluation shall be limited to a claim that the procedures of this Article have been misinterpreted or misapplied.

3.5 Use of Facilities

3.5.1 The District shall not deny any unit members the use of the District's lunchrooms and restrooms.

ARTICLE IV
ORGANIZATIONAL SECURITY

4.1 Membership and Dues Deduction

- 4.1.1 District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative or representative from the Executive Board of CSEA Chapter #296. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of Janus decision.
- 4.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to employee's membership in CSEA.
- 4.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

4.2 Dues Deduction

- 4.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 4.2.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative or CSEA and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 4.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 4.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

4.3 Membership Information

4.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including, but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

4.3.2 District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

4.4 Hold Harmless Provision

4.4.1 CSEA agrees to indemnify and hold harmless the District, its members, and each management member against any and all costs, losses, or damages because of civil or other action arising from administration of these provisions.

4.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE V

EARLY RETIREMENT

5.1 Introduction

- 5.1.1 The Palmdale School District Early Retirement Program provides that a classified employee may retire early and, at the same time, enter into an agreement for a limited employment service with the School District, in accordance with the Education Code.
- 5.1.2 In order to be eligible, unit members hired by the District before July 1, 2011 shall have reached the age of fifty (50) and have served a minimum of ten (10) years in the Palmdale School District. Unit members hired by the District on or after July 1, 2011 shall have reached the age of fifty (50) and have served a minimum of fifteen (15) years in the Palmdale School District. Unit members wishing to participate in the Early Retirement Program shall submit a letter of application and/or request to the Assistant Superintendent, Human Resources or his/her designee, by April 30 in order to be included in the program for the following fiscal year.
- 5.1.3 The District and the Association agree that:
- a. Eligible unit members shall at any time prior to March 15, obtain a copy of the Early Retirement Agreement, hereinafter called the Agreement. Upon approval by the Superintendent, or his/her designee, of the Early Retirement Agreement as developed cooperatively by the District and unit member, this Agreement shall be signed by the unit member and the Assistant Superintendent, Human Resources or his/her designee. This Agreement shall become valid only after action by the Board of Trustees granting the unit member's request for early retirement and concurrent resignation from the District.
 - b. Unit members shall submit a letter requesting status as an early retiree.

- c. The letter of and/or request must be received by the Assistant Superintendent, Human Resources or his/her designee, on or before April 30 in order for the unit member to be considered for early retirement by the Board for the following fiscal year.
- d. Accompanying the above-mentioned letter of application and/or request, the unit member shall also submit a letter of resignation from the District to be effective June 30, which letter of resignation shall only be accepted by the Board if the Board approves early retirement status.
- e. The application for early retirement and accompanying letter of resignation shall be jointly submitted to the Board for action. The Board may only accept the letter of intent if it approves early retirement status. A unit member may withdraw his/her request for early retirement status and his/her letter of resignation prior to Board action being taken thereon. Board action granting early retirement status and accepting the letter of resignation shall be final.

Limitations

5.1.4 The Agreement shall be limited by the following provisions:

- a. Members are not able to return to work under this Article until they have met the PEPPRA mandated 180 day waiting period. The waiting period starts from the date of retirement.
- b. The term of the Agreement shall be for a maximum of five (5) years, or until the bargaining unit member reaches age sixty-five (65), whichever occurs first.
- c. The Agreement may be discontinued at any time upon written request of the retiree. Upon such request the early retiree shall become a fully retired employee of the District.

- d. Participants in the Early Retirement Program shall be allowed to continue in the District Benefits Package as stated in Article VI of this Agreement.
- e. Annual compensation shall be in accordance with the following schedule:
 - 1. Up to twenty-five (25) workdays per year at a compensation rate that is equivalent to the number of days of service times the unit member's per diem rate based on the current first step in salary of the classification when they retired. Per diem pay is calculated by dividing annual salary by the number of days of full-time service required by the Agreement.

ARTICLE VI
COMPENSATION

6.0 Effective July 1, 2022, the District agrees to create Range 41 for future growth.

Salary: Effective March 1, 2023, all active bargaining unit members shall receive a 7.75% on schedule salary increase to Appendix "A" for the 2023-2024 school year. Effective March 1, 2023, all active bargaining unit members shall receive a 1.75% one-time off-schedule payment. Effective March 1, 2023, the District agrees to create ranges 42 – 65 for future growth.

6.1 Regular Rate of Pay

6.1.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as part of this Agreement. The regular rate of pay shall include any longevity increment required to be paid under this Agreement.

6.2 Initial Placement

6.2.1 All new unit members shall be appointed at the hiring rate of the class as approved by the Commission. The hiring rate shall be the first step of the salary range, except for classes where recruitment efforts have indicated difficulty in recruiting at that step. An accelerated hiring rate may be set, with the recommendation of the Superintendent and approval of the Board and Commission, at any step of the salary range of the class. The probationary period shall be 130 days in a paid status.

6.3 Step Advancement

6.3.1 Upon becoming permanent each unit member of the District shall be granted a one-step salary advance on his/her salary range and shall establish an annual date upon which all future advances on his/her salary range shall be based.

If a probationary period is completed between the first and the fifteenth day of the

month, the anniversary date shall be the first of the month following. Upon being promoted from one classification to another, the unit member shall complete a 130-day probationary period to establish a new anniversary date.

6.4 Child Nutrition Stipend

6.4.1 Cafeteria Managers who serve in the Early Childhood Education program **or supper/snack program**, shall be paid an annual stipend of \$1,500 per year for the additional work. The **Parties agree that this stipend will be prorated based on the foregoing service and** will be paid in tenthly installments.

6.5 Promotions

6.5.1 All promotions shall be by the eligibility lists resulting from promotional examinations. Such promotion requires a probationary period of 130 days in a paid status and the establishment of a new annual date for step advancement.

6.5.2 Upon promotion to a higher paid classification, a unit member shall be placed at a step in the new class range which shall ensure at least a one-step increase above the unit member's previous rate. If this is not possible, he/she shall be placed on the highest step of the new range. For the purpose of this rule, appointment of a unit member to a class with a salary range equal to or below his/her current range shall not be considered a promotion, and shall not warrant a salary increase; in such cases, placement shall be made on the same rate formerly earned by the unit member, not to exceed the maximum of the range of the class to which he/she is appointed. The unit member's annual date for salary advancement shall remain the same. Initial probationary unit members are not eligible to interview for a promotional position, until the probationary period is successfully completed.

6.6 Placement After Unpaid Leave of Absence

6.6.1 A unit member upon return from a leave of absence shall resume his/her step placement and advancement on the range as if the leave had not been taken but leave time shall not be counted for seniority or for step advancement purposes.

6.7 Placement When Demoted

6.7.1 A unit member who accepts voluntary demotion shall be placed on the step of the

range of the lower class which is closest to the rate earned in the higher class, provided he/she shall not receive a salary increase thereby. He/she shall retain the anniversary date established in the higher class.

6.8 Frequency of Pay

6.8.1 Regular monthly classified unit members and regular hourly classified unit members shall be paid on the tenth (10th) of each calendar month and the twenty-fifth of each calendar month. If the normal pay date falls on a Saturday, Sunday, or Holiday, the warrant shall be issued on the preceding workday. All overtime shall be paid on the tenth (10th) of each month.

6.9 Payroll Deductions

6.9.1 Within the normal and customary services provided by the Office of the Los Angeles County Superintendent of Schools, the District shall request that all regular warrants of unit members in the bargaining unit be itemized to include all deductions and additional wage benefits accrued as of the date of issue.

6.9.2 Should any payroll error result in insufficient funds for the payment of a classified unit member's salary, the Board shall, within five (5) working days following the discovery of the error, provide the unit member with a statement of the correction and supplemental payment drawn against any available funds.

6.9.3 Should any payroll error result in an overpayment to a unit member, the District and the unit member shall meet to work out a repayment schedule agreeable to both parties. Payroll deductions **shall be made in accordance with state law.**

6.10 Change of Status

6.10.1 Any permanent change of status which involves an increase in days and/or hours shall first be offered to the unit member in the appropriate class with the greatest seniority in the classification. If the senior unit member declines the assignment, it shall be offered to the remaining unit members in the class in descending order of bargaining unit seniority until the assignment is made.

6.11 Longevity Pay

6.11.1 Upon completion of fifteen (15) years of service, beginning with the 16th year, an annual longevity stipend shall be paid to all full-time and part-time classified unit members in equal monthly amounts commensurate with their 10 month/11 month/12 month pay cycle based upon the following schedule:

<u>Yrs.</u>	<u>30-40 hrs. p/wk.</u>	<u>20-29 hrs. p/wk.</u>	<u>1-19 hrs. p/wk.</u>
16	\$ 1,250	\$ 1,050	\$ 850
21	\$ 1,500	\$ 1,300	\$ 1,100
26	\$ 1,750	\$ 1,550	\$ 1,350
31	\$ 2,000	\$ 1,800	\$ 1,600
36	\$ 2,000	\$ 1,800	\$ 1,600
41	\$ 2,250	\$ 2,050	\$ 1,850

Effective July 1, 2014. Increments are cumulative.

6.12 Mileage

6.12.1 Any unit member who is required to use his/her vehicle on District business shall be reimbursed at the prevailing District rate for all miles driven on behalf of the District. The mileage computation shall include the mileage necessary to return to the unit member's normal job site after the completion of District business.

6.13 Meals

6.13.1 Any unit member, who, as a result of work assignment in excess of five (5) hours, must have one or more meal away from the District, shall be reimbursed consistent with Board Policy and Administrative Regulation (BP/AR 3350)

6.14 Lodging

6.14.1 Any unit member who, as a result of work assignment, must be lodged away from home over night, shall be reimbursed by the District consistent with Board Policy and Administrative Regulation (BP/AR 3350).

6.15 Working Out of Classification

When a unit member is assigned by Human Resources out of his/her regular job classification to a higher paid job classification within the bargaining unit for a period of more than five (5) working days, the unit member's salary shall be adjusted upward to the unit member's step on the classification of the position to which he/she is temporarily assigned or five percent (5%), whichever is greater. This upward adjustment shall be effective for the entire period he/she is required to work out of his/her regular job classification in the higher paid job classification. Once a unit member has been assigned out of class within the bargaining unit, Human Resources may backfill the open assignment with a substitute.

The following procedures will be used by Human Resources when filling "out of class" assignments in the following order:

- The seniority list, within the job family, shall be used to determine eligibility to fill "out of class" assignments at the school site or department.
- Human Resources shall ask eligible employees within the same classification or within the same job family to work the assignment, by seniority.
- Human Resources will ask employees on the eligibility list, based on rank order, to work the assignment.
- Eligible individuals on 39-month rehire lists may be used to cover the assignment while maintaining their placement on the rehire list.

Acceptance, rejection, or assignment to "out of class" work shall not affect the eligibility of any applicant for a regular assignment when the applicant's name is reached on the reemployment or eligibility list.

When filling "out of class" assignments for Child Nutrition Managers the process will be as follows:

- When a Child Nutrition Manager assignment is open, Human Resources will offer the assignment to a Child Nutrition Assistant (CNA) II based on site seniority.
- If a CNA II at the site declines, or is unable to accept the assignment, the District shall offer the assignment to a CNA II based on District seniority.

6.16 Health & Welfare Benefit – Maximum District Contribution

6.16.1 The District agrees to contribute up to a maximum amount of \$16,750 per contract year toward the funding of health and welfare benefits, for each unit member and his/her dependents, as provided for in one of the options set forth in Section 6.21 below, with the specific option to be selected by each individual unit member. Any change to the health and welfare benefit options must be approved by the Chapter President or his/her designee and the Superintendent or his/her designee.

For eligible retirees and their dependents only, the annual maximum District contribution for health and welfare benefits shall be \$16,750 as measured on an aggregate rather than individual basis. Health and welfare benefits for eligible retirees and their dependents shall be provided at a tiered rather than composite rate.

Any cost of providing health and welfare benefits to the unit member and his/her dependents above the Per Employee Maximum District Contribution to Health and Welfare Benefits stated above shall be the exclusive responsibility of and be born by the employee. If any other bargaining unit, as a result of bargaining, accepts a maximum district contribution toward the health care premium greater than \$16,750, the higher maximum district contribution shall also apply to the classified bargaining unit

6.17 Health Insurance

6.17.1 Subject to the expenditure limits set forth in Section 6.16.1 above, health insurance is to be provided at a composite family rate through the District's program, and approved by the Association, for all unit members included in the bargaining unit whose primary work assignment requires them to work sixty (60) hours or more per two week pay period, and their legal dependents

6.18 Dental Insurance

6.18.1 Subject to the expenditure limits set forth in Section 6.16.1 above, Dental insurance is to be provided at a composite family rate through the District's program, and approved by the Association, for all unit members included in the bargaining unit whose primary work assignment requires them to work sixty (60) hours or more per two-week pay period, and their legal dependents.

6.19 Life Insurance

6.19.1 Subject to the expenditure limits set forth in Section 6.16.1 above, the District shall pay a monthly premium for life insurance adequate for all bargaining unit members whose primary work assignment requires them to work sixty (60) hours per two-week pay period, in order to provide group term life insurance in the amount of \$135,000.00 per qualified employee.

6.20 Vision Insurance

6.20.1 Subject to the expenditure limits set forth in Section 6.16.1 above, vision insurance is to be provided at a composite family rate through the District's program, and approved by the Association, for all unit members whose primary work assignment requires them to work sixty (60) hours or more in a two-week pay period, and their legal dependents.

6.21 Benefit Plan Options

6.21.1 Life Insurance - \$135,000

Medical –Combination Rate Structure of PPO and HMO plans with a maximum of up to seven plans offered based on the restriction of the provider.

Dental – Delta Dental PPO Inc. \$1500 (Ortho, adult and child, 50%-\$1,000) or as decided by the unit member annually. Any increased cost beyond the current plan will be paid by the member.

Vision – Vision Service Plan (VSP) or as decided by the unit member annually. Any increased cost beyond the current plan will be paid by the member.

- Plan C, \$15.00 Co-pay

6.22 Health and Welfare Benefits for Qualified Retirees

6.22.1 Health and Welfare Benefits for Qualified Retirees hire prior to July 1, 2022

The District shall pay up to the maximum contribution set forth in Section 6.16.1 above, toward the funding of health and welfare benefits (as defined above) for a unit member and dependents when that unit member's employment in the District is terminated by early retirement or retirement under the Public Employee Retirement System (PERS) and if he/she has, as of the time of retirement under PERS, completed at least ten (10) full years of service to the District. Payment for this benefit shall continue until the retired unit member reaches age sixty-five (65). For those unit members who have, as of the time of their early retirement or retirement under PERS, completed at least twenty (20) full years of service to the District, the period for such payment by the District shall be extended until the unit member reaches the age of seventy (70) or until the unit member is eligible for Medicare/Medical, whichever comes first, or until the date the unit member determines to discontinue the coverage prior to age seventy (70). Whenever a unit member covered by this Section (6.22.1) or one of his/her dependents becomes eligible for Medicare/Medical benefits, that unit member or dependent shall be required to sign up for and participate in Medicare/Medical and the District's obligation

for that unit member or dependent hereunder through the applicable end date of benefits (when the unit member reaches either age 65 or 70) shall be limited to the purchase of a Medicare/Medical Supplemental Policy in lieu of any other coverage. Unit members who have retired shall enroll in Medicare/medical by age sixty-five (65).

6.22.2 Health and Welfare Benefits for Qualified Retirees hired after July 1, 2011

The District shall pay up to the maximum contribution set forth in Section 6.16.1 above, toward the funding of health and welfare benefits (as defined above) for a unit member and dependents when that unit member's employment in the District is terminated by early retirement or retirement under the Public Employee Retirement System (PERS) and if he/she has, as of the time of retirement under PERS, completed at least fifteen (15) full years of service to the District. Payment for this benefit shall continue until the retired unit member reaches age sixty-five (65).

- 6.23 The District shall reimburse qualified bargaining unit members for enrollment in the Optional Targeted Low-Income Children Program in the following manner:

After a bargaining unit member has been accepted into the Optional Targeted Low-Income Children Program, he or she shall be reimbursed for the monthly premiums upon receipt by the District of proof of payment. The District's monthly reimbursement shall not exceed \$39.00 per month.

6.24 Additional Enhancements effective March 1, 2023:

Exhibit "B"

Classification	Current Range	Range Change
Parent Community Liaison	19 Student based calendar	21 11-month work calendar effective July 1, 2023.
Instructional Assistants/Special Educational Instructional Assistance	15	16
SEIAIII	20	21
IA III	19	20
Paraeducator Certified Interpreter I	35	37 Increase to 7 hours
Paraeducator Certified Interpreter II	37	39 Increase to 7 hours
Paraeducator Translator	26	27 Increase to 7 hours
Campus Security Assistant	21	22
Child Nutrition I	16	17
Child Nutrition II	18	19
Child Nutrition III	19	20
Child Nutrition Managers	27	28
Inventory Procurement Specialist	32	33

***In the event any bargaining unit member declines the increase in hours, the parties agree to increase the position to the negotiated hours above when the unit member vacates the position.**

The District and CSEA agree to commence the range changes and increased hours effective March 1, 2023.

ARTICLE VII

TRANSFERS

- 7.1 A unit member may be transferred at his/her request, or at the discretion of the District, from one position to another in the same class after input from the department head(s) involved and the Association, provided that such action shall not be taken for punitive or preferential reasons and has the timely approval of the Human Resources.
- 7.1.1 To be eligible for a voluntary transfer, a unit member must have received overall ratings of "Meets District Standards" on their most recent performance evaluation.
- 7.2 Upon mutual agreement between the District and unit member(s), unit members within the same classification may be temporarily reassigned to a different location within the respective site. Temporary reassignments shall not constitute a transfer under this article. Temporary reassignments shall not exceed the unit member's last calendared workday in the current school year.
- 7.3 Reasons for transfer which are not voluntary shall be discussed with the unit member by his/her immediate supervisor and a representative of CSEA.
- 7.4 A permanent unit member may be transferred to a position in a related class on the same salary schedule. Such transfers shall be made only with the approval of the employee and Human Resources. Such transfers shall only be made under extenuating circumstances and shall not be used as a vehicle to circumvent the interview process. Transfers shall be made without change in salary rate, anniversary date, accumulated sick leave and accumulated vacation.
- 7.5 The Personnel Commission shall determine whether classes are sufficiently related to permit transfer between them. It shall consider similarity of duties, minimum qualifications, examination content, occupational group and promotion field (above and below).

- 7.6 In general, more latitude in transfers is permitted when the transfer request is based on reclassification, impending layoff, or for reasons of health.
- 7.7 A permanent unit member who transfers to a position in a class in which he/she has not previously completed a probationary period shall be considered probationary in that class for a period of 130 days in a paid status. Probationary evaluation procedures shall be in accordance with Article 3.4. At any time during the probationary period he/she may be returned (transferred) to his/her former class without right of appeal, unless such action results in layoff, deduction or reduction in assigned time. A permanent unit member who laterally transfers, within the same class, shall not be required to complete a probationary period.
- a. Transfers shall have no effect on seniority within the same classification.
 - b. For a lateral transfer in a different classification, a permanent unit member shall accrue and maintain seniority in the new classification.
- 7.8 Vacancies shall be posted by the District for not less than ten (10) days in which the District Office is operating at all work locations prior to being filled. Transfer requests shall be submitted during the initial posting period. However, transfer requests can be submitted by unit members at any time, regardless of current postings/openings. If such a request was submitted before a position is opened, the request shall be considered submitted during the initial posting period.
- 7.9 Unit members may at any time submit to Human Resources written requests for transfers to positions within their current classification, or highly related lower classes which are within the recognized bargaining unit. The Personnel Commission department shall notify unit members on the transfer list of vacancies in the bargaining unit and shall refer to the Assistant Superintendent of Human Resources or designee the names of the unit members on the transfer list who meet the criteria for the vacant position(s), along with names from the eligibility list. Consideration shall be given to all candidates who meet the minimum qualifications for the vacancy. Unit members may decline the opportunity to interview or decline the position when offered. The final selection is at the sole discretion of the District. Probationary unit members are not eligible to be considered for voluntary transfers.

7.10 A permanent unit member, who is determined by the Board to be incapable of performing the duties of his/her class because of illness or injury may, at the discretion of the Governing Board, be assigned duties the unit member is capable of performing. The unit member shall receive no increase in wage or salary established for the class to which the unit member is assigned. If the class is lower than that previously attained by the unit member, the unit member shall be paid the lower salary by placing the unit member in the same step of the lower range as attained on the higher range.

7.11 Placement After Reclassification

When a position within the bargaining unit is reclassified to a higher position as a result of accretion of added duties, the employee serving in the position for one full year or more shall be assigned to the reclassified position. Employees shall be placed on a step of the new range which shall provide at least a five percent (5%) increase.

ARTICLE VIII

LEAVES

- 8.1 The non-discretionary leaves of absence listed in this Article are authorized by California or Federal law. Any non-discretionary leave of absence based on California or Federal statute that is not referenced in this Agreement is available to unit members as if fully set forth in this Article. (Please see District HR website for list of all available leaves.)
- 8.2 All members of the bargaining unit shall notify the District of an absence as soon as the necessity to be absent becomes known to the unit member. The unit member shall use the District's Absence Management System to record the absence a minimum of one hour before the unit members start time. If the Absence Management System is unavailable, the unit member shall notify the Absence Management Desk of the absence.
- 8.3 Bereavement Leave
- 8.3.1 Every member of the bargaining unit shall be entitled to necessary leave of absence, not to exceed three (3) days, or not to exceed five (5) days, if out-of-state travel or travel in excess of 250 miles one way is required to attend services, on account of the death of any member of his/her immediate family.
- 8.3.2 No deduction shall be made from the compensation of any such unit member on account of such leave. Such leave, if taken, shall not be deducted from any other leave provided by law, or the policies of this District.
- 8.3.3 "Members of the Immediate Family," as used in this section, means the mother father, grandmother, or grandfather of the unit member or of the spouse/domestic partner registered with a recognized governmental agency of the unit member, and the spouse/domestic partner registered with a recognized governmental agency, son, son-in-law, daughter, daughter-in-law, brother, sister, or grandchild of either the unit member or the unit member's spouse/domestic partner registered with a

recognized governmental agency, or any relative living in the immediate household of the unit member.

8.4 Jury Duty

8.4.1 Any unit member shall be entitled to leave without loss of pay for any time the unit member is required to perform jury duty. The District shall pay the unit member the difference, if any, between the amount received for jury duty and the unit member's regular rate of pay. Any meal, mileage and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty. Any day during which any unit member in the bargaining unit whose regular assigned shift continues after 4:30 p.m., and who is required to serve all day on jury duty, shall be relieved from work with pay.

8.5 Sick Leave

8.5.1 A unit member employed five (5) days a week who is employed for a fiscal year of service shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District.

Bargaining unit members who work less than a 7-hour work day, shall be granted leave in the proportion of daily hours worked to an eight-hour day. Bargaining unit members working in summer assignments shall earn sick leave during such assignments.

8.5.2 For any absences due to illness or injury over three (3) consecutive working days, the unit member shall submit to Human Resources, a medical note from a licensed physician. Except in extenuating circumstances, the unit member shall submit the medical note to Human Resources within ten (10) working days following the employee's first day of absence. Failure to submit a timely physician's note may result in the District not granting the sick leave and/or progressive discipline.

8.5.3 Alternate work week employees shall have sick leave and vacation days computed on an hourly basis.

8.5.4 A unit member employed 7 hours or more a day, five (5) days a week who is

employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

8.5.5 A unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

8.5.6 Pay for any day of sick leave shall be paid the same rate which would have been received had the unit member served during the day of illness.

8.5.7 At the beginning of each fiscal year the full amount of sick leave granted under this section shall be credited to each unit member. Credit for such sick leave may be taken at any time during the year. An Initial Probationary unit member of the District shall not be eligible to take more than seven (7) days until the first day of the calendar month after completion of 130 days in a paid status.

8.5.8 The amount of sick leave granted under this section shall be accumulated from fiscal year to fiscal year.

8.6 Entitlement to Other Sick Leave

8.6.1 Each unit member shall once a year be credited with a total of 100 days of sick leave, non-accruable year to year. Each day of sick leave provided by this section shall be compensated at the rate of fifty percent (50%) of the employee's regular salary regardless of whether or not a substitute employee is used to replace the absent employee. The half-pay sick leave provided for under this section shall be in addition to any other paid leave provided for in this article and shall be used after the exhaustion of sick and industrial accident leaves. Upon the exhaustion of sick and industrial accident leaves, except as set forth below, the employee shall exhaust accrued vacation before commencing his or her 100 days of half-pay sick leave.

8.6.2 Upon an employee's written request submitted before the exhaustion of sick and industrial accident leaves, along with a doctor's note stating the need to take additional sick leave (either submitted previously or with the employee's written request), the employee may instead commence 100 days of half-pay sick leave without first exhausting accrued vacation. In either case, if an employee cannot return to work upon the exhaustion of the 100 days of half-pay sick leave, the employee shall be paid out for all remaining vacation and placed on a reemployment list for a period of 39 months. Initial probationary unit members shall not have 39-month reemployment rights.

8.7 Catastrophic Leave

8.7.1 Pursuant to Education Code section 44043.5, an employee who is suffering from a catastrophic illness or injury, or needs to take time off from work to care for an immediate family member who is suffering from a catastrophic illness or injury, may request donations from the catastrophic leave bank once each school year under the Catastrophic Leave Program.

8.7.2 For purposes of the Catastrophic Leave Program, "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee or the employee's immediate family member for an extended period of time, and taking extended time off work would create a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off. Immediate family member shall be defined as in Article 8.3.3.

8.7.3 In order to be eligible for the Catastrophic Leave Program, the employee must provide medical verification of catastrophic illness or injury, be unable to work due to the employee's or his/her immediate family member's catastrophic illness or injury, and have exhausted all accrued paid leave.

8.7.4 An employee who requests donations from the catastrophic leave bank shall furnish all requested medical information deemed necessary by the District to determine the employee's eligibility to receive donations under the Catastrophic Leave Program. The District shall be entitled to obtain an independent medical evaluation to determine an employee's right to receive donations from the catastrophic leave bank.

- 8.7.5 The Catastrophic Leave Program shall not be used to compensate employees for absences due to 1) work related injuries or illnesses; 2) routine illnesses; and/or 3) routine maternity and/or childcare leave.
- 8.7.6 An employee requesting donations from the catastrophic leave bank must complete and submit the "Catastrophic Leave Request Form" to the Department of Human Resources. Family members or CSEA representatives may complete and submit a request on behalf of an employee in cases where the employee is unable to complete the form due to his/her catastrophic injury or illness. The information contained in the Catastrophic Leave Request Form shall be confidential and for District Office use only. A copy of the request shall be forwarded to payroll to verify the employee's sick leave and vacation balance and eligibility.
- 8.7.7 Eligibility for catastrophic leave requires contribution to the catastrophic leave bank on a voluntary basis during the last active contribution period (as defined in subsection 8.7.8) preceding an employee's application for the leave. All full-time employees on active duty are eligible to contribute accrued sick leave and vacation time to the catastrophic leave bank.
- 8.7.8 Contributions of accrued sick leave and vacation time shall be made year. No contributions shall be requested if the number of days in the bank exceeds 400 days or 3,200 hours; however, new employees and employees on leave during the standard contribution period may contribute within thirty (30) calendar days after (re)commencing service, even if the number of days in the bank exceeds 400 days or 3,200 hours. Prior to July 30th the District and CSEA agree to reconcile the total number of days in the bank on an annual basis. Contributions are irrevocable. In the event the catastrophic leave bank is exhausted, no catastrophic leave requests may be granted. In such event, the District and CSEA shall meet to determine whether a special contribution period shall be opened.
- 8.7.9 Contributions of accrued sick leave and vacation time shall be authorized in writing by employees and shall be for a minimum of four (4) hours. However, an employee may not contribute sick leave if, as a result of the contribution, his/her sick leave balance would fall below eighty (80) hours. An employee may also not contribute

vacation time if, as a result of the contribution, his/her vacation balance would fall below forty (40) hours.

- 8.7.10 Cancellation of eligibility shall occur automatically whenever an employee fails to make a contribution when contributions are requested. Employees who cancel shall no longer be eligible to withdraw from the catastrophic leave bank.
- 8.7.11 Catastrophic leave shall be used following the exhaustion of the employee's accrued sick leave, vacation time, and 100 days of half-pay sick leave. Catastrophic leave shall begin to run following the employee's exhaustion of 100 days of half-pay sick leave. Employees may use up to twenty (20) days of catastrophic leave each school year.
- 8.7.12 An employee who has submitted a request to donate accrued sick leave and vacation time, and an employee who requests and receives donations from the catastrophic leave bank, shall each execute an agreement provided by the District. The agreement will confirm the understanding of each that the donation of accrued sick leave and vacation time is voluntary. The agreement will also provide that each employee agrees to indemnify and hold the District harmless from any claims, demands, or causes of action related to the donation. No action taken by the District under this section shall be subject to the grievance procedure of this Agreement.
- 8.7.13 The District and CSEA agree to establish a Catastrophic Leave Review Panel. The panel shall be composed of Palmdale 296 Executive Board. The District will appoint a District liaison to the panel to serve as a District contact. Employee requests for catastrophic leave will be submitted to the panel for consideration and decision.
- 8.7.14 The panel must determine and certify that the employee is eligible for catastrophic leave and may request adequate proof of illness be provided, in accordance with Education Code section 44043.5 and pertinent rules and regulations of the District.
- 8.7.15 Any catastrophic leave days that are granted but unused shall be returned to the catastrophic leave bank, when possible.

8.8 Industrial Accident and Industrial Illness Leave

In addition to any other benefits that a unit member may be entitled to under the Worker's Compensation laws of this state and in accordance with the provisions of Education Code Section 45192, and only to the extent provided by law, unit members shall be entitled to the following benefits:

- 8.8.1 A unit member suffering an industrial injury or industrial illness arising out of, and in the course and scope of his/her employment, shall be entitled to leave of up to sixty (60) workdays in any one fiscal year for the same industrial accident or industrial illness. This leave shall not be accumulated from year to year. Industrial accident or industrial illness leave shall commence on the first day of absence. Industrial accident or industrial illness leave shall be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation. When any such leave occurs at a time when the full sixty (60) days shall overlap into the next fiscal year, the unit members shall be entitled to that amount of the sixty (60) days remaining at the end of the fiscal year in which the industrial injury or industrial illness occurred, for the same industrial accident or industrial illness.
- 8.8.2 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- 8.8.3 The industrial accident or industrial illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or industrial illness leave under this section as per Education Code 45192 has been exhausted, entitlement to other sick leave, then section 8.4.1 shall be used. When using 50% pay provision of 8.4.1, the accumulated sick leave shall be used to equal 100% pay until all sick leave is exhausted. At the exhaustion of accumulated sick leave, unit member shall be notified in writing of the option of using accumulated vacation leave to the end of the 100-day period. If unit member does not respond in writing, then 50% pay shall be assumed. If, however, a unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and

available sick leave, accumulated compensatory time off, and vacation or other available paid leave, which, when added to the Workers' Compensation award, provides for a day's pay at the unit member's regular rate of pay. At the expiration of all available paid leave, the unit member shall be notified in writing that available paid leave has been exhausted and be offered an opportunity to request additional leave.

- 8.8.4 When all available leaves of absence, whether paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the person's position, the unit member shall, if not placed in a comparable position, be placed on a reemployment list for a period of thirty-nine (39) months as per Education Code 45192. When available during the 39-month period, the unit member shall be employed in a vacant position in the class of the unit member's previous assignment, over all other available candidates, except for a reemployment list established because of a lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations. A unit member who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept two (2) offers of reemployment to an appropriate assignment shall be removed from the 39-month reemployment list. The 39-month reemployment shall only be afforded to employees who have completed a probationary period.
- 8.8.5 During all paid leaves of absence, whether industrial accident or industrial illness leaves as provided in this section, sick leave, vacation, compensatory time off or other available leave provided by law or the action of the Board of Trustees, the unit member shall endorse to the district wage loss benefit checks received under the Workers' Compensation laws of this state. The District shall, in turn, issue the unit member appropriate warrants for payment of wages or other salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made in accordance with Education Code Section 45192.
- 8.8.6 In order to be eligible for the benefits provided for in this section, a unit member must serve or have served continuously in the District for a period of six (6) months and must have attained permanent status in the District. A unit member is eligible for only seven (7) days of sick leave during the probationary period. Probationary employees are eligible for one hundred (100) days of half-pay (50% pay) as per Section 8.4.1 of this

contract. Such leave shall not count towards the completion of the probationary period of the District. Probationary employees shall receive all benefits to which they are legally entitled and shall be paid directly by the Workers' Compensation administration. Section 8.5.7 applies only to employees hired after July 1, 1992.

8.9 Pregnancy/Family Leave

8.9.1 Accumulated sick leave may be used by female unit members for maternity leave. The length of pregnancy leaves, the date of commencement thereof, and the date of resumption of duties shall be determined by the unit member and her physician. The unit member must apply, in writing on the appropriate District form, for permission to use accumulated sick leave for maternity leave. This application must be accompanied by a letter from her attending physician stating the beginning and ending dates of pregnancy leave. Before the unit member can return to her assignment, a statement from her physician that her health is sufficient for return to work must be received by the Personnel office.

8.10 Break in Service

8.10.1 No absence under any paid leave provision of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

8.11 Personal Necessity Leave

8.11.1 Any unit member shall, at his/her election, be placed upon a personal necessity leave within the limits and conditions of this Article, because of any of the following personal needs:

8.11.2 The death of a member of the unit member's immediate family when the number of necessary days' absence exceeds the limit provided in the bereavement leave clause of this agreement. "Members of the unit member's immediate family" as used in this policy is defined in 8.1.3.

8.11.3 An accident involving injury to the unit member's person, not otherwise chargeable to an illness or injury or industrial illness leave. Such accident must:

- a. Be serious in nature;
- b. Involve circumstances the unit member cannot reasonably be expected to disregard, and;
- c. Require the attention of the unit member during his/her assigned hours of service.

8.11.4 An accident involving the unit member's property or the person, or property of a member of the unit member's immediate family. "Members of the unit member's immediate family" is defined in 8.1.3 above. Such accident must:

- a. Be serious in nature;
- b. Involve circumstances that require the personal attention of the unit member during his/her assigned hours of service.

8.11.5 Leave shall be granted to unit members in cases of compelling personal importance when such matters cannot otherwise be conducted during non-school hours. Such leave shall require prior approval from immediate supervisor.

8.11.6 An illness of a member of a unit member's family residing in the employee's household. Such illness must:

- a. Be serious in nature;
- b. Involve circumstances that require the personal attention of the unit member during his/her assigned hours of service.

8.11.7 The birth of a child, making it necessary for the unit member who is the father of the child, to be absent from his position during his assigned hours of service.

8.11.8 Imminent danger to the home of the unit member occasioned by factors such as earthquake, flood or fire, serious in nature which reasonably required the personal attention of the unit member during his/her assigned hours of work.

8.11.9 Such other reason similar in nature to those described above, but not precisely described above, as determined and approved, by the immediate supervisor and the Human Resources Office.

8.12 Five (5) of the sick leave days accumulated by the unit member may be designated as "no questions asked" personal necessity days and no reason for absence shall be required.

8.13 Family Medical Leave Act (FMLA)

The District and the Association shall both endeavor to assure that the members are aware of their federal and state family medical leave rights.

8.14 Placement After Leave of Absence – Refer to Compensation Article.

Refer to 8.1 for School Activities Leave and Veteran Disability Leave

8.15 Military Leave

Every unit member employed by the District in a probationary or permanent position who enters the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, shall be entitled to be granted a military leave of absence.

8.15a The unit member shall be considered as if he/she were actively employed by the District during the leave and upon return shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on leave shall not count as time requirements for acquiring permanency.

8.15b The unit member is entitled to all benefits at the time of and during his/her leave of absence. All unused accumulated sick/vacation leave at the time of military leave, shall be restored to him/her upon return. The unit member shall be assigned to the same position held at the time the leave commenced, if available, or to a substantially equivalent position.

8.15c In the event of a national emergency resulting in a national declaration of conscription of service (draft), or a marked increase in reservist activation or call to duty, the military leave section of this article shall be revisited through negotiations. It is understood that in a year of contract re-openers, this issue shall not replace one of the other three issues. This leave shall be granted under this provision of current and subsequent sections to the Military and Veterans Code, State of California, and current sections of the Education Code.

Family Medical Leave Act (FMLA)/CFRA

Refer to 8.1 for FMLA and CFRA Leaves

ARTICLE IX
HOLIDAYS AND VACATIONS

9.1 Paid Holidays

9.1.1 The District agrees to provide all unit members in the bargaining unit with the following paid holidays, provided they are in paid status (regardless of their particular work year).

Independence Day

Labor Day

Additional Floating Holiday (floater to be used during Winter Break between Christmas Day and New Year's Day Holiday combined with Admissions Day and Lincoln's Birthday)

Admission Day (floating to be used during winter break between Christmas and New Year's)

Veteran's Day

Thanksgiving Day

Friday succeeding Thanksgiving Day

Christmas Day

The day preceding or succeeding Christmas Day

New Year's Day

The day preceding or succeeding New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday (floating to be used during winter break-between Christmas and New Year's)

Washington's Birthday

Friday of Spring Break

Memorial Day

- 9.1.2 The District shall set the date of each holiday annually during the month of April and shall make available to each unit member, prior to the new school year (no later than May 1st), a school district calendar on which the dates shall be listed.
- 9.1.3 When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. Those employees working on an alternate work week shall receive the equal number of hours of their normal workday, to be recorded as compensatory time when a holiday falls on a non-scheduled workday, in lieu of the holiday.
- 9.1.3a Alternate work week employees shall have sick leave and vacation days computed on an hourly basis.
- 9.1.4 Holiday pay for unit members working less than full-time, eight (8) hours per day, in their regular assignment shall be prorated in the same manner that their regular rate of pay is prorated as compared to full-time unit members.
- 9.1.5 Unit members assigned to work on a holiday shall be paid for the time worked at their regular rate plus time and one-half (equivalent to double time and one-half [2 ½]).

9.2 Additional Holidays

- 9.2.1 Every day declared by the President or Governor of this state as a public fast, thanksgiving, or holiday, all holidays as indicated in pertinent Education Code section 45203, or any day declared a holiday by the Governing Board shall be a paid holiday for all unit members, provided they are in paid status (regardless of their particular work year).
- 9.2.2 The operation of this section shall not cause any member to lose any of the holidays clearly indicated in this Article.

9.3 Paid Vacation

- 9.3.1 Vacation will be granted to regularly assigned members and shall be earned at the prescribed rate as part of his/her compensation. The District shall credit each employee July 1 of each fiscal year with their proposed accrued vacation entitlement for the school year, provided the employee has not reached the vacation accrual threshold referenced in 9.3.5 below.
- 9.3.2 Vacation time shall accrue from the first month a unit member is a member of the staff, if the unit member is paid for at least one (1) day over one-half of that month. Otherwise, it accrues from the first day of the following month.
- 9.3.3 Minimum vacation time shall accrue at the rate of one day of vacation time for each month worked, if the unit member is in a paid status for one-half (1/2) the working days or more in a month and normally works seven (7) hours or more per day, five (5) days per week.
- 9.3.4 Effective July 1, 2002, following five (5) years employment, two (2) additional vacation days per year shall accrue for year six (6) through thirteen (13), to a total of twenty-eight (28) days. If a holiday falls within the vacation period, an extra day is added to the vacation period.
- 9.3.5 Except as set forth below, vacation days may be carried forward to the next year. Twelve-month employees who have accrued two years of vacation time, at their current accrual rate (referred to as the “vacation accrual threshold”), shall not accrue further vacation until the employee uses vacation in an amount sufficient to reduce the employee’s vacation balance below the vacation accrual threshold. Employees of less than twelve (12) months per year may request to carry over all their accrued vacation days in lieu of automatic payment at the end of their work year, by submitting a request in writing to the payroll office thirty (30) days before the end of the employee’s work year.

Employees of less than twelve (12) months per year on a staggered work year may request to cash out all their accrued vacation days to be paid during the

break(s) in their work year by submitting a request in writing to the payroll office thirty (30) days before the break(s) in the employee's work year.

Hourly employees of less than twelve (12) months per year may request, in writing, on approved District form, a current year earned vacation payout during the break(s) in the employee's work year. Such a request shall be for a maximum of five (5) days, in full-day increments.

9.3.5a Effective June 30, 2011, employees' vacation balance in excess of one years' accrual (at their current accrual rate), if any, shall be placed into a Vacation Bank (the "Bank"). The District will credit each such employee his/her Bank as vested vacation, the remainder of the Bank to be paid out at such time as the employee separates from the District at the employee's June 30, 2011 salary rate. To encourage employees to draw from their Bank, should an employee utilize any vacation from their Bank during the employee's employment with the District, that vacation shall be paid out at the employee's current salary rate at the time the vacation is utilized and deducted from their Bank. Annually, employees shall have the opportunity to "sell back" up to twenty (20) vacation days from the bank at the employee's current daily rate.

9.3.5b Twelve (12) month employees may "sell back" up to five (5) days per year of accrued vacation. This is not inclusive of their right to "sell back" banked vacation days under Section 9.3.5a.

9.3.6 Vacation shall be earned during any paid leave of absence. Hourly unit members shall earn one (1) hour of vacation time for every twenty-two (22) hours in a paid status.

9.3.7 Vacation does not become vested until after completion of the initial probationary period.

9.3.8 The Assistant Superintendent, Human Resources, after consultation with the unit member's immediate supervisor, may authorize an extension of a vacation period without pay for three (3) weeks beyond the paid vacation period.

- 9.3.9 Earned and unused vacation is to be paid in lump sum upon termination, except that unit members within initial probation are not entitled to vacation pay upon separation.
- 9.3.10 Unit members, whose vacation was interrupted by illness, accident or other personal type of leave, shall not have vacation time deducted unless all other leaves have been used.
- 9.3.11 Vacations shall occur at the time of legal holiday shall have such day, or days, added to the unit member's vacation schedule.
- 9.3.12 Unit members may interrupt or terminate vacation leave in order to begin another type of paid leave, without returning to active service. The unit member must supply adequate notice and relevant supporting information regarding the basis for such interruption or termination.
- 9.3.13 Vacations for unit members shall be scheduled at times requested in writing and approved by their supervisor. The District shall make a good faith effort to meet the unit member's request(s). The unit member shall make a good faith effort to request and schedule at times least disruptive to the operation of the District. All vacation denials and reason(s) for denial shall be in writing within ten (10) working days of receipt.
- 9.3.14 At the sole discretion of the Assistant Superintendent, Human Resources, or designee, a unit member who is prevented or prohibited by the District from taking vacation by his or her supervisor may be permitted to exceed the vacation for the school year in question, but shall be required to reduce his or her vacation balance by the end of the succeeding school year.

9.4 Teacher Training Day

- 9.4.1 Any day granted as a teacher training day, teacher institute, or parent-teacher conference day by whatever purpose, may also be a day in which training is provided, at the District's discretion, for all employees covered by this contract. This provision is applicable only to those specific days of teacher training, teacher

institute or parent-teacher conference that are held during the student attendance year.

ARTICLE X
INCLEMENT WEATHER PLAN

Members of the bargaining unit shall not be required to report for work on those days when schools are closed due to inclement weather, without loss of compensation.

10.1 Snow Conditions -- School in Session:

- a. All personnel report to work as normal, those scheduled as off shall be called back as needed.
- b. District Grounds and Maintenance personnel shall assist all sites as needed in snow/ice removal, priority being given to those sites where appropriate personnel are not present as directed by the Director of Maintenance and Operations, or designee.
- c. If snow/ice begins while school is in session, the Director of Maintenance and Operations, or designee, shall release personnel as conditions permit.

10.2 Snow/Icy Conditions -- No School:

- a. All personnel called in shall be under the direction of the Director of Maintenance and Operations, designee, or principal. Unit members shall be called before casual laborers.
- b. Snow/ice removal procedure shall begin with priority to walkways, playgrounds, and parking lots. Depending on snow/ice severity, snow removal procedures shall begin from District buildings, priority with those buildings where snow can melt and create ice on walkways.
- c. The Director of Maintenance and Operations, designee, or principal, shall inspect all sites prior to release of personnel.

10.3 Flooding Conditions -- School in Session:

- a. All personnel report as normally scheduled. Those off shall be called in as needed.

- b. All personnel, at the direction of the Director of Maintenance and Operations, or designee, shall utilize what means are available to protect district students and district properties.

10.4 Flooding Conditions -- No School:

- a. The Director of Maintenance and Operations, designee, or principal shall inspect all sites as to flooding conditions and call in Grounds and/or Maintenance personnel as needed.
- b. Site personnel, such as custodial and grounds, shall be called in as needed, under the direction of the Director of Maintenance and Operations, designee, and/or principal.

ARTICLE XI

JOINT LABOR MANAGEMENT

- 11.1 The purposes of the Joint Labor Management Committee shall be to consult monthly with the District on the issues covered by the agreement, Personnel Commission Rules and Regulations, and District policies, and to seek resolution to potential problems prior to their becoming grievances. The JLM shall consist of up to five (5) unit members at the discretion of the Chapter President. The goal shall be to resolve issues raised by the time of the next scheduled JLM meeting.
- 11.2 The Assistant Superintendent, Human Resources, or his/her designee, shall be assigned the responsibility for meeting with the JLM Committee union selected representatives, as per Article 11.1.

All agenda items shall be submitted to the other party at least three days in advance of the scheduled meeting, excluding topics of concern that come up within three days of the meeting.

ARTICLE XII

SAFETY

12.1 District Compliance

12.1.1 The District shall, conform to and comply with all health, safety, and sanitation requirements imposed by the state or federal law regulations adopted under state or federal law.

12.2 Safety Committee

12.2.1 A safety committee shall be formed, chaired by the Superintendent, or designee, and composed of two (2) members appointed by the District and two (2) members appointed by the Chapter President, which shall review health, safety, sanitation and working conditions. **The chapter president shall be notified of any scheduled safety meeting(s).** The recommendations shall be responsibly considered by the District, but shall not be binding upon the District unless the requirements are imposed by applicable state or federal law and/or regulations.

12.3 Release Time

12.3.1 The bargaining unit members of the committee shall be allowed release time once a month for no more than ninety (90) minutes to carry out their obligations under Section 12.2 above.

12.4 Discrimination

12.4.1 No unit member shall be discriminated against as a result of reporting any conditions believed to be in violation of Section 12.1.

12.5 Radio/District issued cell phone

Unit members in the utility classification shall be required to carry a District issued cell phone or radio.

ARTICLE XIII
HOURS AND OVERTIME

13.1 Duty Hours

The District and the Association agree to the following duty hour provisions:

13.1.1 The work week for regular full-time unit members shall be forty (40) hours rendered in units of eight (8) hours except for unit members working an alternate work week schedule.

13.1.2 The work week shall consist of five (5) consecutive workdays for all unit members except for unit members in approved alternate work schedules.

13.1.3 The District retains the right to extend the regular workday or work week, when it is deemed necessary to carry out the District's business.

13.1.4 Each unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours. The workday for all unit members shall be established and regularly fixed by the District. All unit member work schedules (days and hours) shall be set based upon the needs of the District. The District shall inform each unit member of any modification to his or her start date and work schedule (days and hours) on an annual basis, at least fourteen (14) days before the start date considering efficient management of the District's affairs and absent extenuating circumstances outside of the District's control. **Changes to work schedules more than sixty (60) minutes** shall be agreed upon by the **District and CSEA.**

13.1.5 The regular work schedule of an employee may be altered on a temporary basis if approved in advance by the employee, the supervisor, CSEA President, Union Steward, or Labor Representative and the Assistant Superintendent of Human Resources or designee. All parties must agree in writing on the "Request to Change 'Fixed and Regular Hours'" form to provide the agreed upon flexibility. However, the District may temporarily alter an employee's work schedule, for no

longer than five (5) consecutive days, in order to address unforeseen or urgent circumstances.

13.1.6 All unit members working more than six (6) consecutive hours per day shall be entitled to an unpaid, uninterrupted lunch period of thirty (30) minutes.

13.1.7 A fifteen (15) minute compensated rest period shall be provided to all unit members for each four (4) hour period of service. The rest period herein described shall be taken at the direction of the immediate supervisor at or near the midpoint of each four (4) hour period of service.

13.1.8 Paraprofessionals shall not be left alone supervising students during instructional time while the teacher is not present in excess of thirty (30) minutes in any workday. If a paraprofessional is left alone supervising students for more than thirty (30) minutes per day, the unit member shall receive a **sixty-five (\$65.00)** stipend for the day.

13.2 Overtime

13.2.1 Overtime compensation shall be provided to unit members who are offered by their immediate supervisors to work in excess of eight hours in any one day, or in excess of forty (40) hours in any calendar week.

The unit member shall be compensated at a rate equal to time and one-half of the unit member's regular rate of pay, or the unit member shall receive compensatory time off at the hourly equivalent of time and one-half, chosen by mutual agreement and prior to the commencement of the Overtime.

13.2.2 Unit members excused from work because of holidays, sick leave, vacation, compensatory time or other paid leave of absence shall be allowed to utilize the time off in paid status as time worked for the purpose of computing the number of hours worked for overtime credit.

13.2.3 Unit members who are directed and authorized by the immediate supervisor and who provided service to the District for five (5) consecutive work days averaging

four (4) hours or more per day, shall be compensated on the sixth (6th) day following the commencement of the work week at the rate of time and one-half (1.5) of the unit member's regular rate of pay for all hours worked on that day. On the seventh (7th) day the unit member shall be compensated at double time for all hours worked that day.

13.2.4 When compensatory time off is chosen in lieu of cash compensation, such compensatory time off shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the employing district.

13.3 Extra Hours/Overtime

13.3.1 The District and the Association recognize that additional hours cannot always be allotted on a seniority basis within a job classification. Therefore, the Association and the District agree that extra hours for custodians, school secretaries, child nutrition workers and any other job classifications where the efficient management of the District's affairs so indicate, shall be assigned in a fair manner (including unit member seniority), with the concept of efficient management of the District's affairs as the paramount and overriding consideration. The District and Association also recognize that this language is not intended as a vehicle for circumventing seniority on a regular basis.

The Association and the District recognize the complexities of the distribution of extra hours and/or overtime to the various classifications of employees in the bargaining unit. Therefore, it is agreed that:

- a. Unit members shall be assigned extra hours and/or overtime by site or department within their respective classifications, as equitably as possible, among those qualified.
- b. Each site administrator and/or supervisor shall maintain a chart of the extra hours and/or overtime of each classified employee assigned to that site or department. This chart shall show the number of overtime hours offered, hours worked, hours refused, and total hours. Total hours shall be

the sum of hours worked and hours refused and shall be subject to Article 13.2.4.

- c. The unit members with the least "total" hours shall be offered the extra hours and/or overtime first. If two or more unit members have the same "total" hours, the extra hours and/or overtime shall be offered to the most senior unit member. If no unit members at the site want the extra hours and/or overtime, it shall be offered District-wide to those unit members in the same job classification by seniority. If no unit member District-wide accepts the assignment, the hours shall be assigned to the bargaining unit member, at the job site where the work is to be performed, with the least amount of seniority. This paragraph does not pertain to department/site callout overtime hours.
- d. The site administrator or supervisor shall keep the original copy of the approved extra hours and/or overtime chart. This information shall be made available September, December, March, and June upon request to the Chapter President or designee. It shall also be made available upon request to CSEA President, Designee, or Labor Representative within 24 hours. If discrepancies are found the unit member and the Administrator will work together to address the extra hours/overtime issue.

13.3.2 For extra hours in the CNA I position only, CNA Is, 5.75 CNA IIs, and CNA IIIs shall be placed in a single rotation by site with any extra hours being equitably allocated over the course of a school year. This is not intended to result in overtime.

13.4 Substitute Service for Employees of Less Than Twelve Months

13.4.1 When a substitute is needed within the District and the District determines that it is unable to fill the position by offering overtime, employee in classification, or out of class pay, the District shall make a good faith effort to use a unit employee prior to the use of a non-bargaining unit member as the substitute.

13.4.2 Employees of less than twelve (12) months may request substitute work in any classification for which they may qualify and in which they are not currently employed. This assignment shall be at the substitute rate of pay for that classification. Employees wishing to substitute shall notify the Assistant Director of Human Resources via District e-mail, of their desire and availability to substitute and shall meet the minimum core requirements for the job classification for which one is substituting.

13.4.3 Unit Members whose regular assignment is less than 12 months shall be employed to perform special projects, as determined by the District and CSEA, Unit Members who participate in special projects shall not schedule time off during the project, unless arranged prior to the start of the project (exception for sick leave).

13.5 Call Back Time

13.5.1 Any overtime for unit members called back to work shall be paid at one-and-one-half times the regular rate, with a minimum of two hours. An employee who is called back to work more than once during a single two-hour period shall only be compensated for two hours of work.

13.5.2 Except in cases of immediate emergency, overtime shall be authorized only with prior approval of the superintendent or designee.

13.5.3 The immediate supervisor shall make every reasonable effort to distribute call back time on an equitable basis.

13.5.4 Call back overtime shall be charted and equalized separately from extra hours overtime in 13.3.

13.5.5 Maintenance call out opportunities shall be equitably distributed based on the number of days call outs are offered over the course of the school year, not the number of hours worked within each of those days.

13.6 Stand By Compensation:

13.6.1 Maintenance, Information Technology Technician, and Network Technician workers who are on “standby” for emergency call back work shall be compensated at the appropriate rate of pay at two hours for every 24-hour period and one hour for less than a 24-hour period.

13.7 Increase in Hours/Days

13.7.1 When additional hours/days are assigned to a part-time position on a regular basis, the assignment shall be offered to the unit member in the appropriate class with the greatest seniority in the bargaining unit. A newly open position is not subject to this article and shall be filled according to Article VII Transfers or under Article VI, section 6.5, Promotions, as necessary.

13.7.2 If the senior unit member declines the assignment, it shall be offered to the remaining unit members in the class in descending order of bargaining unit seniority until the assignment is made.

13.8 Summer Program

13.8.1 The District shall determine what is considered a Summer Program.

13.8.2 Summer Program assignments shall be offered to bargaining unit members who have submitted their intent to work through the District’s system on the basis of appropriate classification. Employees accepting a Summer Program assignment shall be expected to work the entire assignment. The District shall attempt to fill any absences after one day with the next qualified employee from the seniority list for the remainder of the assignment. During the process of filling the vacancy, the District shall fill the remainder of the assignment with the next qualified employee. The District will cover the position with a substitute until the assignment is filled. In the event that no qualified employee accepts the assignment, the substitute will remain in the position for the remainder of the assignment. In the event that the district is forced to fill the position with a

substitute for the remainder of the assignment, the District shall notify CSEA at the completion of the Summer Program.

- 13.8.3 Summer Program assignments shall be offered to applicants' district-wide currently working less than 12 months per year based on seniority within classification, with the most senior applicant being offered first choice and continuing in descending order. Assignments that require specialized training, experience, or certification, shall be offered to those qualified applicants who possess the appropriate training, experience, or certification, subject to seniority within the qualified group of applicants. In the event that a less senior qualified member is offered the assignment, the District shall notify CSEA Chapter President.
- 13.8.4 Summer Program assignments for persons serving in a SCIA position with a special needs student shall be exempted from being offered by seniority. The person permanently assigned to the SCIA position will be retained, if interested, during the summer school session. The SCIA position must be verifiable by the student's Individualized Education Program (IEP) or 504 Plan. If not interested, assignment shall be offered by seniority.
- 13.8.5 An employee who accepts a Summer Program assignment shall receive, on a pro-rata basis, not less than the compensation and benefits applicable to that classification during the regular academic year. (i.e. sick and vacation accrual).
- 13.8.6 The Director of Human Resources shall meet with the CSEA Chapter President, or designee by May 1st, prior to the hiring of Summer Program employees to review the requirements of this section.
- 13.8.7 Absent circumstances that are unforeseeable and outside of the District's control, Summer Program assignments shall be completed prior to the last day of the traditional school calendar.

ARTICLE XIV
GRIEVANCE PROCEDURE

14.1 Definitions

14.1.1 A "grievance" is an allegation by a unit member(s) or by CSEA Chapter 296 representative on a unit member's (s') behalf, that the District has violated an express provision of this agreement and that by reason of such violation the unit member's(s') rights have been adversely affected. (Should a unit member have a complaint on matters not covered by the terms and conditions of this agreement, the unit member may process his/her complaint through the administrative chain of command using the uniform complaint procedure established by the District; however, such a complaint is not grievable.) The Association may itself grieve only with respect to an alleged violation by the District of those rights specifically granted to the Association by an express provision of this agreement.

14.1.2 A "grievant" is a District unit member covered by this agreement who files a grievance or a CSEA Chapter 296 representative who files a grievance on a unit member's (s') behalf.

14.1.3 A "day" is any weekday in which unit members are required to render services to the District.

14.1.4 The "immediate supervisor" shall be the first level administrator having immediate jurisdiction over the grievant.

14.1.5 The "District grievance form" shall mean a District-provided form completed and submitted in electronic or hard copy format.

14.2 General Provisions

14.2.1 The purpose of the procedure is to attempt to secure, at the level of the immediate supervisory, solutions to alleged violations of the specific provisions of this agreement.

- 14.2.2 Before a formal grievance may be filed, both parties shall make a good-faith effort to resolve the dispute informally at the immediate supervisory level. For disputes that cannot be resolved informally, every effort shall be made by the District and the aggrieved party to settle grievances at the lowest possible level. At any time during the informal procedure either party may elect to move on to the formal grievance process.
- 14.2.3 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The grievant shall have access to all grievance documents in such file.
- 14.2.4 Grievance meetings shall be scheduled by the District and the Association at mutually convenient times and places. Normally, such meetings shall be scheduled in such a manner that they shall not conflict with regular duties; however, when such meetings are scheduled so as to conflict with the unit member's work hours, reasonable released time, without loss of salary, shall be provided to the grievant and an authorized Association representative, if any. In addition, witnesses to an arbitration hearing shall be given released time while testifying.
- 14.2.5 When a grievance has been filed by a unit member, the grievant may terminate the grievance at any time by giving written notice to the District. Failure to comply with time limits, to attend scheduled meetings, to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the unit member shall terminate the grievance. The District shall give written notice of such termination to the unit member.
- 14.2.6 In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed, until it is processed through the grievance procedure, neither the grievant, nor the Association, nor the District shall make public either the grievance or evidence regarding the grievance. Documents relevant to processing a grievance shall be furnished upon request by either party. Nothing in this provision shall prohibit the internal disclosure by CSEA to its members of the general fact that a grievance has been

filed regarding a particular contractual dispute and that the District and CSEA are utilizing the grievance process in an attempt to resolve that dispute.

- 14.2.7 Nothing contained in this grievance procedure shall be construed as limiting the right of a unit member, at any time, to present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is consistent with the terms of this agreement and Section 3543 of the Government Code; provided, however, that the District shall not agree to a resolution of said grievance until the Association has received from the District a copy of the grievance and the proposed resolution and has also been given the opportunity to file a response.
- 14.2.8 The grievant shall be entitled, upon request, and with advance notice of at least one (1) day, to Association representation at all grievance meetings. The grievant, however, must be present at each step of the grievance procedure, unless excused by the District. If the grievant is unable to be present due to an absence from duty caused by illness, injury, or other acceptable reason, the processing of the grievance shall be deferred until the unit member returns to duty or may proceed without the grievant if the parties mutually agree.
- 14.2.9 No party to a grievance shall take any reprisals against the other party to the grievance based upon participation in an orderly manner in the grievance procedure. There shall be no retaliation for union activity.
- 14.2.10 If a grievance arises from an administrative level above the grievant's immediate supervisor or department administrator, the initial filing, which shall comply with the provision of Level I, shall be made at Level II.
- 14.2.11 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level in this grievance procedure shall be considered as maximum and every effort shall be made to expedite the process. The time limits, however, may be extended by mutual agreement.

14.2.12 If a grievance is not processed at each Level by the grievant in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance at each Level in accordance with the time limits set forth in this article, the grievance shall be considered settled on the basis of the resolution requested by the grievant.

14.2.13 The filing of a grievance shall in no way interfere with the right of the District to carry out its management responsibilities subject to the final determination of the grievance. In the event the alleged grievance involves an order, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final determination of the grievance.

14.2.14 Any monetary award or settlement under these procedures shall be made by supplemental check as soon as is practicable.

14.3 Formal Level

14.3.1 Level I

14.3.1.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of the time when the unit member, by reasonable diligence, should have known of the act or omission giving rise to the grievance, the grievant must file, a written grievance on the appropriate form, with the immediate supervisor or designee.

14.3.1.2 The statement shall be a clear, concise statement of the circumstances giving rise to the grievance; citing the specific article, section, and paragraph of this agreement that is alleged to have been violated; the decision rendered at the informal conference; if any, and the specific remedy sought.

14.3.1.3 The immediate supervisor, or designee, or the grievant may request a personal conference.

14.3.1.4 The immediate supervisor, or designee, shall communicate a decision to the grievant in writing within fifteen (15) days after receiving the Level I grievance. It is understood that if the District fails to respond within the timeline outlined above, CSEA shall move the grievance to Level II.

14.4. Level II

14.4.1 If the grievance is denied, or if the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision, on the appropriate form, to the superintendent, and/or designee, within fifteen (15) days after the receipt of the decision. This statement shall include a copy of the original grievance and appeal; the decisions rendered; and a clear, concise statement of the reasons for the appeal.

14.4.2 A conference shall be held at the request of the grievant, CSEA Chapter #296 leadership, the superintendent and/or designee.

14.4.3 The superintendent, and/or designee, shall communicate a decision to the grievant in writing within ten (10) days following the conference, if held, or within 10 days after receiving the Level II grievance. It is understood that if the District fails to respond within the timeline outlined above, CSEA shall move the grievance to Level III.

14.5. Level III/Mediation

14.5.1 If the grievance is denied or if the grievant is not satisfied with the decision at Level II, the grievant may, request that the District contact the State Mediation and Reconciliation Service to appoint a mediator to mediate the grievance. The request must be made within 10 days of receipt of the Level II denial or within 10 days of the deadline of the written decision.

14.5.2 Within ten (10) days of receipt of a request for mediation, the District shall file a request for mediation with the State Mediation and Conciliation Service. Timelines can be extended by written agreement.

14.5.3 The mediator shall attempt to find a mutually acceptable resolution to the grievance.

14.5.4 The mediator shall not issue any public statement of fact or opinion on the grievance.

14.5.5 If the parties reach a mutually acceptable resolution, it shall be recorded in writing and signed by the parties.

14.6 Level IV/Arbitration

14.6.1 If a Level III grievance is not resolved, and, CSEA gives written notice to the District of its desire to arbitrate the grievance, within twenty (20) days after the termination of Level III, the grievance shall be submitted to arbitration, as provided in this article. It is expressly understood that the only matters which are subject to arbitration are grievances which were processed and handled in accordance with the grievance procedure described heretofore in this article.

14.6.2 Arbitration proceeding shall be conducted by an arbitrator to be selected by the two (2) parties (the District and the Association), within ten (10) days. The arbitrator shall be selected from a list of ten (10) arbitrators of which five (5) shall be provided by each party. Each party shall alternately strike from the list until one name remains. The order of striking shall be determined by lot.

14.6.3 The arbitrator shall have no power to change or establish salary structures.

14.6.4 The arbitrator shall have no power to alter, amend, change, add to or subtract from, any of the terms of this agreement, but shall determine only whether there has been violation of this agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other.

14.6.5 This agreement constitutes a contract between the parties which shall be interpreted and applied by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the

arbitrator is to determine disputed interpretation of terms actually found in the agreement or to determine disputed facts upon which the application for the agreement depends. The arbitrator shall, therefore, not have authority, nor function to decide any issue not submitted or to so interpret or apply the agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practices of the parties in interpreting or applying terms of this agreement may be relevant evidence, but shall not be used so as to justify, or result in what is in effect, a modification (whether by addition or detracting) of the written terms of this agreement. The arbitrator shall not render any decision or fail to render any decision or award merely on the basis that such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this agreement.

- 14.6.6 The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this agreement.
- 14.6.7 The arbitrator's decision shall be in writing shall set forth findings of fact, reasoning, and conclusions on the issues submitted, and shall be rendered within thirty (30) days following the closing of the hearing or the receipt of the transcript, whichever is later unless the deadline is extended by agreement of the parties.
- 14.6.8 The decision of the arbitrator shall be binding upon both parties hereto.
- 14.6.9 Either party may request a certified court reporter to record the arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties, if they both mutually agree.
- 14.6.10 The cost of services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses, and the cost of a hearing room, if any, shall be borne by the parties equally. All other costs shall be borne by the party incurring

them. Neither party shall be responsible for the expenses of witnesses called by the other.

14.6.11 The arbitrator may hear and determine only one grievance at a time, unless the parties expressly agree otherwise; however, both parties shall, in good faith, endeavor to handle in an expeditious and convenient manner, cases which involve the same or similar facts and issues.

ARTICLE XV
CONCERTED ACTIVITIES

- 15.1 It is agreed that there shall be no strike, work stoppage, slow-down, or refusal to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association, or by its officers, agents, or members during the term of this Agreement. It is further agreed that requests of other labor organizations to engage in such activities shall be denied. The District agrees that it shall not engage in a lockout of bargaining unit members
- 15.2 To this end, the Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and the Association shall make strong continuing effort toward ensuring that all unit members comply. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause unit members to cease such action.
- 15.3 It is agreed and understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement.

ARTICLE XVI

AMERICANS WITH DISABILITIES ACT (ADA) PROVISIONS

- 16.1 The District and the Association acknowledge that both parties have a legal obligation to consider reasonable accommodation for qualified disabled employees.
- 16.2 If the District determines that it must reasonably accommodate a disabled employee, that legal obligation shall supersede all sections of this agreement in conflict with the duty to reasonably accommodate.
- 16.3 The Association recognizes that the District has the legal obligation to meet individually with qualified disabled employees to discuss reasonable accommodation. If the District determines that implementation of the reasonable accommodation shall conflict with the rights of other employees, the District shall give the Association written notice and an opportunity to meet with the District to discuss alternatives. The Association agrees to keep medical information related to the reason for the reasonable accommodation confidential, unless the affected employee signs a release.
- 16.4 The District shall comply with the ADA with respect to reasonable accommodation obligations. Any reasonable accommodation provided under the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure. Any action taken pursuant to this Article shall not be subject to challenge through Article XV (Grievance Procedure).
- 16.5 For the purposes of this Article "employee" includes current unit members, employees from other bargaining units whose reasonable accommodation involves assignment to a position in this bargaining unit, and new employees whose employment in the bargaining unit shall involve reasonable accommodation

ARTICLE XVII
SEPARABILITY AND SAVINGS

- 17.1 If any provision of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article, or section, as to person or circumstances, other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XVIII
ASSOCIATES RIGHTS

- 18.1 Designated chapter representatives shall not conduct union business with unit members during regular work hours, except at lunch periods and scheduled break periods. Except with the approval of the Superintendent or designee.
- 18.1.1 All unit member members shall be provided with a District electronic mail address and access to a computer for the purpose of retrieving and sending work and union related electronic mail. It is understood that any sending or receiving of union related material will not interfere with a bargaining unit member's work duties.
- 18.2 The Association shall have the right to use, without charge, institutional bulletin boards, mailboxes, and the use of the school mail system, including electronic mail, the posting, or transmission of information, or notices concerning chapter matters.
- 18.3 The Association shall have the right to use, at reasonable times, in accordance with the Civic Center Act, District facilities and buildings at no cost; and to use communication equipment, at cost.
- 18.4 The Chapter shall be supplied with a complete "hire date" seniority roster of all unit members on the effective date of this agreement, and quarterly thereafter.
- 18.5 Upon request by the Chapter President, the local Chapter shall receive, prior to each Board meeting, one copy of an agenda. In addition, the local chapter shall receive two (2) copies of the adopted budget, after its approval by the Board and after it is submitted to the County Schools Office and, upon request, any other report that shall have either a direct or indirect impact upon the unit members.
- 18.6 The Association shall have the right to conduct orientation sessions on this Agreement for unit members during regular working hours.
- 18.7 The District shall not conduct any negotiations with any organization that claims to represent the employee-employer relations interest of unit members in any of the job classifications identified by the District in the official recognition document which

recognizes California School Employees Association, Chapter #296, as the exclusive representative of the bargaining unit.

18.8 Within thirty (30) days after the execution of this contract, the District shall post on the District website a copy of this Agreement and provide a hard copy to every unit member upon request. Any unit member who becomes a member in the bargaining unit after execution of this Agreement shall be provided with a copy by the District at the time of employment.

18.9 The District and the Association agree that a sufficient number of days of release time, without loss of pay, shall be granted to the President and/or designees of the California School Employees Association, Chapter 296 of Palmdale for the purpose of attendance at CSEA Annual State Conference for the maximum number of approved delegates, and local CSEA workshops pertinent to Association business, monthly meetings with superintendent, and site visits. Chapter President, or designee, shall be granted paid release time up to two (2) days per month to conduct business of mutual benefit.

18.9.1 Release time provided in 19.9 above shall be granted only to unit members who are, at that time, in a paid status.

18.9.2 Night custodians shall normally be permitted time off to attend one (1) Association meeting per month. The length of time away from the work site shall not exceed two (2) hours and this time shall be made up by extending that particular shift by the total number of minutes the unit member absented himself/herself from the work site. It shall be the responsibility of the night custodian to inform his/her immediate supervisor, at least forty-eight (48) hours in advance, should he/she elect to attend an Association Meeting. The Chapter President shall inform the Assistant Director of Human Resources Office if additional time is needed for a particular meeting or additional meeting(s); additional time off may be granted upon mutual agreement.

18.9.3 Redirection of staff during emergencies- In the event of a declared local, county, state or federal emergency, the Association agrees that the District may direct unit members to various locations as appropriate to their roles as Emergency Service Workers. It is the District's responsibility to educate all employees as to their roles in an emergency situation.

ARTICLE XIX
RETAINED RIGHTS

- 19.1 All matter which are not specifically enumerated as within the scope of representation in Government Code 3543.2,
- 19.2 It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law.
- 19.3 All other rights of Management not expressly limited by the clear and implicit language of this Agreement are also expressly reserved to the District, even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein, in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right to preclude the District from exercising the right in a different manner.
- 19.4 It is not the intention of the parties, in setting forth the above-mentioned rights of the Association, or of the District to detract, or diminish in any way the rights of the Association, or of the unit members, as expressly set forth elsewhere in this Agreement; and if there is a direct conflict between the above-mentioned District rights and the express terms of another article of this Agreement, the language of the latter shall prevail.
- 19.5 The above-mentioned reserved rights of the District shall be deemed to include the right of the Personnel Commission to establish lawful rules and regulations applicable to the unit members. However, in the event of a direct conflict between such rules and regulations, and the express terms of this Agreement the latter shall prevail.
- 19.6 Any dispute arising out of, or in any way connected with either the existence of, or the exercise of any of the rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of, or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance in question is a complaint that the District has violated an express provision of some other Article of this Agreement, which Article, is itself subject to the grievance procedure

19.7 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 terms are in conformance with the law.

ARTICLE XX

DURATION AND RENEGOTIATION

20.1 Duration

20.2.1 This Agreement shall become effective, upon ratification by the Association and adoption by the Board of Trustees, July 1, 2022, and shall remain in full force and effect up to and including June 30, 2025, and thereafter shall continue in effect year-by-year unless one of the parties has notified the other in writing, no later than January 1 of any year, of its request to modify, amend, or terminate the Agreement.

20.2.2 Should unification occur prior to the expiration of this contract, negotiations shall follow procedures and timelines as established by law.

20.2 Renegotiation

20.2.1 The association and the District shall make their initial written proposals to the Board of Trustees at the Board's first regularly scheduled meeting in October.

20.2.2 The Association and the District shall begin negotiation within ten (10) working days following the Board's first regularly scheduled meeting in October.

20.2.3 The Association and the District are to have two (2) reopeners annually. In addition, Compensation shall be reopened.

ARTICLE XXI
ENTIRE AGREEMENT

- 21.1 Specifically, but not exclusively, neither the District nor the Association are bound by any past practices of the District, or understandings with any employee organization, unless such practices or understandings are specifically stated in this Agreement.
- 21.2 The Association agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment as defined by the Educational Employer-Employee Relations Act, and that during the term of the Agreement neither the District nor the Association shall be required to meet and negotiate on any other subjects not specifically set forth in this Agreement. However, the parties may mutually agree to meet and negotiate, as needed

ARTICLE XXII

LOSS OR REDUCTION OF DISTRICT REVENUE

- 22.1 The parties recognize the possibility that during the term of this Agreement, the District may suffer a major reduction, or loss of revenue as the result of the passage of a State initiative, or statutes, which in turn would have adverse financial impact on the District, and impair its ability to meet its obligation under the provisions of this Agreement. In such an event, and upon notice to the Associate by the District as to which provisions of the agreement may be affected, such provisions shall be subject to immediate renegotiation

Article XXIII

LAYOFFS

23.1 Conditions for Layoff or Reduction in Hours

23.1.1 Unit members may be laid off for the reasons set forth in the California Education Code, including the following: (a) reduction or elimination of service; (b) lack of work; (c) lack of funds; (d) the expiration or reduction of a specially funded program; (e) actual and existing financial inability to pay salaries of employees; and (f) lack of work resulting from causes not foreseeable or preventable by the District. A classified employee may not be laid off while a short-term employee is retained to render a service that the classified employee is qualified to render. (Education Code § 45117)

23.1.2 Unit members are subject to reduction in work hours for the reasons set forth in the California Education Code, including the reasons set forth in Section 24.1.1 above. A reduction in hours shall be accomplished in the same manner and with the same notice as is required for a layoff. However, the District acknowledges the decision to reduce hours is negotiable.

23.2 Notice of Layoff

23.1.1 Unit members identified for layoff shall be provided notice as set forth in the Education Code, and as summarized below:

1. Unit members shall be provided written notice of layoff not less than sixty (60) calendar days prior to the effective date of the layoff except as set forth in 2. and 3. below.
2. If the expiration date of a specially funded program is not known to be the end of the school year, then notice of layoff because of expiration of the specially funded program shall be provided sixty (60) calendar days prior to the effective date of the layoff.

3. The 60-day notice requirement shall not apply to a layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees, or a layoff for lack of work arising from causes not reasonably foreseeable or preventable by the governing board. (Education Code § 45117).

23.1.2 Layoff notices shall be delivered to the affected unit members by hand-delivery and/or by certified mail to the address listed on the employee's most recent paystub.

23.1.3 Notice to Association:

1. The Association shall be provided five (5) days' advance notice of any impending layoff before the layoff notices are delivered to the unit members. The District shall not be required to inform the Association of the particular unit members to be laid off; rather, the District shall satisfy its obligation in this regard by providing the Association general information regarding the scope of the impending layoff, such as the total number of full-time equivalent positions to be eliminated, the affected classifications, and/or the number of employees to be affected.
2. On the same day the layoff notices are hand-delivered and/or mailed, the Association shall be provided a single copy of the layoff notice and a list of the names of the unit members to whom the notice was delivered.

23.1.4 The layoff notice shall contain the information set forth in the Education Code, including the following:

1. The reason for the layoff;
2. The effective date of the layoff;
3. The unit member's displacement rights, if any; and
4. The unit member's re-employment rights. (Education Code § 45117)

23.3 Use of Personal Necessity Days to Seek Outside Employment

Unit members who have been served with a layoff notice shall be allowed to use up to two (2) Personal Necessity Leave days for the purpose of seeking outside employment with their supervisor's prior authorization.

23.4 Continuation of Health and Welfare Benefits

Unit members who are laid off or whose hours have been reduced shall continue to receive those health and welfare benefits provided to active bargaining unit employees through the end of the month during which the layoff becomes effective.

23.5 Retirement in Lieu of Layoff

Any classified unit member who is eligible for service retirement from the Public Employees' Retirement system may elect to accept service retirement in lieu of layoff without loss of re-employment rights as provided in the California Education Code (Education Code § 45115)

23.6 Displacement Rights (Bumping)

23.1.1 A permanent employee who is to be laid off may exercise displacement rights (i.e., bumping) within any classification in which the employee attained permanency and holds seniority credit greater than an incumbent. The employee to be displaced shall be the one with the least seniority in the class plus higher classes. In the event that two or more classified employees have the same seniority date within the classification, the advantage shall go to the employee with the greatest overall seniority in the District. If that date is also the same, the employee with the longest total service to the District shall have the advantage. If the total service to the District is the same, the advantage will be decided by lot.

23.1.2 A permanent employee may exercise displacement rights in the following order:

1. Move into a vacancy in the current or previously held classification with equal hours, if available. If not available, then;
2. Displace the least senior employee in the current or previously held classification with equal hours, if available. If not available, then;
3. Displace the least senior employee in the current or previously held classification whose number of hours most closely approximates the laid off employee's hours in the classification from which they are being laid off.

23.1.3 Waiver of Displacement Rights

If an employee waives the opportunity to exercise displacement rights, he/she may accept layoff from his/her current classification and be placed on a reemployment list for his/her former classification for a period of thirty-nine (39) months.

23.7 Demotion in Lieu of Layoff

23.1.1 A unit member subject to layoff may, in lieu of such layoff, if qualified for the classification at issue and subject to the provisions of this section, elect to be demoted to the lower job classification in which that employee has formerly served.

23.1.2 To be considered for demotion in lieu of layoff, which demotion would result in the displacement of a unit employee with less length of service subject to the provisions of this Article, the unit member shall be required to notify the Personnel Commission Office in writing of such election not later than 5:00 p.m. on the calendar day after receiving the notice of layoff.

23.1.3 A unit employee who elects demotion in lieu of layoff shall, nonetheless, be placed on a thirty-nine (39) month re-employment list and shall be eligible, when a classified vacancy occurs, to return to his/her former job class according to

seniority, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority. (Education Code § 45298)

23.8 Reemployment

23.1.1 Bargaining unit members who are laid off because lack of work or lack of funds shall be eligible for reemployment as set forth in the Education Code (Education Code §§ 45298, 45308), including the following:

1. Laid off employees are eligible for reemployment for a period of thirty-nine (39) months, during which, if a vacancy exists in the classification from which the employee was laid off, the employee shall be reemployed in preference to new applicants. During the 39-month period, such employees shall also have preferential reemployment rights over new applicants for any position for which they apply and are qualified, even if the employee has never previously held that position. Such employees who meet the minimum requirements shall have the right to participate in promotional examinations during the thirty-nine (39) month period.
2. During the 39-month period, the Personnel Commission shall notify laid off permanent employees, via phone and/or certified mail at the address of record provided to the District by the employee, of vacancies in the position from which they were laid off or accepted a voluntary demotion or reduction in hours in lieu of layoff. Additionally, any laid off employee shall have access to Human Resources personnel for guidance while searching for employment.
3. Employees who accept a voluntary demotion or voluntary reduction in work hours in lieu of layoff shall be granted the same rights as laid off employees and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months (i.e., for a total of 63 months); provided, that the same test of fitness under which they qualified for appointment to the class shall still apply. The Personnel Commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

4. Employment from the reemployment list shall be made in order of seniority (i.e., in reverse order of layoffs), with the most senior person within the class offered reemployment first. Those employees who have completed a probationary period in the position to which they are to be reemployed shall be reemployed without having to serve an additional probationary period.
5. Any employee who is returned to their former classification within thirty (30) days from the date of layoff shall retain their seniority.

23.9 Recognition of the District's Right to Layoff

The parties recognize the District's right to layoff members of the bargaining unit as stated in this Article and the California Education Code, and that any issues related to such layoff are not subject to the provisions of Article 14, Grievance Procedure.

However, the Association may refer to the Personnel Commission for consideration and resolution of any allegation that the procedures set forth in this Article have not been followed. The District agrees to negotiate the effects of the layoff upon the Association's request.

APPENDIX

APPENDIX A

**Palmdale School
District
Classified Salary Schedule**

EFFECTIVE 3/1/2023

FY 2022-2023

Column	A		B		C		D		E	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
15	16.23	2,813.49	17.04	2954.26	17.90	3,102.74	18.80	3,258.94	19.75	3,422.85
16	16.64	2,884.84	17.48	3029.46	18.35	3,179.88	19.27	3,339.93	20.24	3,507.70
17	17.05	2,956.18	17.91	3104.67	18.81	3,260.87	19.76	3,424.78	20.74	3,594.47
18	17.49	3,031.39	18.36	3181.80	19.28	3,341.86	20.25	3,509.63	21.26	3,685.11
19	17.92	3,106.60	18.82	3262.79	19.77	3,426.71	20.75	3,596.40	21.78	3,775.74
20	18.37	3,183.73	19.29	3343.79	20.26	3,511.55	21.27	3,687.04	22.33	3,870.29
21	18.83	3,264.72	19.77	3426.77	20.76	3,598.33	21.79	3,777.67	22.88	3,966.65
22	19.30	3,345.71	20.27	3513.48	21.28	3,688.96	22.34	3,872.22	23.46	4,066.92
23	19.78	3,428.70	20.77	3600.26	21.82	3,781.46	22.91	3,970.44	24.05	4,169.07
24	20.28	3,515.41	21.29	3690.89	22.36	3,876.02	23.49	4,070.78	24.65	4,273.32
25	20.78	3,602.25	21.82	3781.59	22.92	3,972.43	24.06	4,171.06	25.28	4,381.19
26	21.30	3,692.82	22.36	3876.08	23.49	4,070.84	24.66	4,275.25	25.90	4,489.30
27	21.83	3,783.45	22.93	3974.30	24.07	4,172.92	25.28	4,381.19	26.54	4,601.02
28	22.38	3,879.87	23.51	4074.64	24.69	4,279.04	25.91	4,491.22	27.21	4,716.78
29	22.94	3,976.29	24.09	4174.91	25.30	4,385.10	26.57	4,604.94	27.89	4,834.41
30	23.52	4,076.57	24.70	4280.97	25.93	4,495.02	27.22	4,718.71	28.58	4,953.97
31	24.10	4,176.84	25.31	4387.03	26.58	4,606.87	27.90	4,836.34	29.29	5,077.39
32	24.71	4,282.90	25.94	4496.95	27.23	4,720.64	28.59	4,955.90	30.03	5,204.66
33	25.33	4,390.89	26.60	4610.72	27.92	4,840.20	29.31	5,081.24	30.77	5,333.86
34	25.96	4,498.88	27.26	4724.50	28.61	4,959.76	30.05	5,208.52	31.55	5,468.85
35	26.61	4,612.65	27.94	4842.13	29.33	5,083.17	30.79	5,337.72	32.33	5,603.89

36	27.27	4,726.42	28.63	4961.69	30.06	5,210.44	31.56	5,470.77	33.14	5,744.54
37	27.96	4,845.98	29.35	5087.03	30.82	5,341.57	32.36	5,609.62	33.98	5,889.23
38	28.66	4,967.47	30.09	5216.23	31.60	5,476.56	33.18	5,750.45	34.83	6,037.77
39	29.37	5,090.89	30.84	5345.43	32.39	5,613.47	34.00	5,893.09	35.70	6,188.13
40	30.10	5,218.16	31.61	5478.49	33.20	5,754.24	34.86	6,041.57	36.60	6,344.32
41	30.86	5,348.61	32.40	5616.04	34.02	5,896.84	35.72	6,191.69	37.51	6,501.27
42	31.63	5,482.33	33.21	5756.44	34.87	6,044.27	36.61	6,346.48	38.45	6,663.80
43	32.42	5,619.39	34.04	5900.35	35.74	6,195.37	37.53	6,505.14	39.41	6,830.40
44	33.23	5,759.87	34.89	6047.86	36.64	6,350.26	38.47	6,667.77	40.39	7,001.16
45	34.06	5,903.87	35.76	6199.06	37.55	6,509.01	39.43	6,834.46	41.40	7,176.19
46	34.91	6,051.46	36.66	6354.04	38.49	6,671.74	40.42	7,005.33	42.44	7,355.59
47	35.79	6,202.75	37.57	6512.89	39.45	6,838.53	41.43	7,180.46	43.50	7,539.48
48	36.68	6,357.82	38.51	6675.71	40.44	7,009.50	42.46	7,359.97	44.58	7,727.97
49	37.60	6,516.76	39.48	6842.60	41.45	7,184.73	43.52	7,543.97	45.70	7,921.17
50	38.54	6,679.68	40.46	7013.67	42.49	7,364.35	44.61	7,732.57	46.84	8,119.20
51	39.50	6,846.68	41.48	7189.01	43.55	7,548.46	45.73	7,925.88	48.01	8,322.18
52	40.49	7,017.84	42.51	7368.73	44.64	7,737.17	46.87	8,124.03	49.21	8,530.23
53	41.50	7,193.29	43.57	7552.95	45.75	7,930.60	48.04	8,327.13	50.44	8,743.49
54	42.54	7,373.12	44.66	7741.78	46.90	8,128.87	49.24	8,535.31	51.70	8,962.07
55	43.60	7,557.45	45.78	7935.32	48.07	8,332.09	50.47	8,748.69	53.00	9,186.13
56	44.69	7,746.38	46.93	8133.70	49.27	8,540.39	51.74	8,967.41	54.32	9,415.78
57	45.81	7,940.04	48.10	8337.05	50.50	8,753.90	53.03	9,191.59	55.68	9,651.17
58	46.95	8,138.55	49.30	8545.47	51.77	8,972.75	54.35	9,421.38	57.07	9,892.45
59	48.13	8,342.01	50.53	8759.11	53.06	9,197.07	55.71	9,656.92	58.50	10,139.76
60	49.33	8,550.56	51.80	8978.09	54.39	9,426.99	57.11	9,898.34	59.96	10,393.26
61	50.56	8,764.32	53.09	9202.54	55.75	9,662.67	58.53	10,145.80	61.46	10,653.09
62	51.83	8,983.43	54.42	9432.60	57.14	9,904.23	60.00	10,399.44	63.00	10,919.42
63	53.12	9,208.02	55.78	9668.42	58.57	10,151.84	61.50	10,659.43	64.57	11,192.40

64	54.45	9,438.22	57.17	9910.13	60.03	10,405.63	63.03	10,925.92	66.19	11,472.21
65	55.81	9,674.17	58.60	10157.88	61.53	10,665.78	64.61	11,199.06	67.84	11,759.02

**SCHEMATIC LIST OF CLASSES / SALARY
RANGES
(Classified)**

Palmdale School District SCHEMATIC LIST OF CLASSES / SALARY RANGES (Classified)					
<u>ACCOUNTING AND RELATED CLASSES</u>	<u>RANGE</u>	<u>HEALTH RELATED CLASSES</u>	<u>RANGE</u>	<u>SOCIAL SERVICE ASSISTANT CLASSES</u>	<u>RANGE</u>
Senior Payroll Clerk	39	Certified Occupational Therapy Assistant	36	Student Engagement Advocate	30
Accounting/Data Processing Technician	35	Health Technician - LVN	35	Student Interventionist	27
Benefits/Payroll Clerk	35	Health Assistant - LVN	35	Family Services Advocate	23
Data Processing/Accounting Technician	35	Family Health Provider	35	Parent/Community Liaison	21
Purchasing Technician	33	Health Assistant	22		
Accounting Clerk II	32				
Accounting Clerk I	25				
<u>SECRETARIAL, CLERICAL, AND RELATED CLASSES</u>		<u>FOOD SERVICE CLASSES</u>		<u>STUDENT SAFETY CLASSES</u>	
Credentials Analyst	38	Inventory/Procurement Specialist	33	Campus Security Assistant	22
Leaves Analyst	38	Child Nutrition Manager	28	Crossing Guard	15
Personnel Analyst	38	Child Nutrition Assistant III	20		
Risk Management Specialist	38	Child Nutrition Assistant II	19		
Executive Assistant (Non Confidential)	38	Child Nutrition Assistant I	17		
Bilingual Registrar - High School	32			<u>UNREPRESENTED</u>	<u>RATE</u>
Administrative Secretary	31			Noon Duty/Campus Assistant	Min. Wage
Bilingual Administrative Secretary	31	<u>INSTRUCTIONAL ASSISTANT CLASSES</u>		Occupational Therapist	Hourly
Bilingual School Secretary	31	Paraeducator - Certified Interpreter II	39	Social Emotional Learning Specialist	Hourly
School Secretary	31	Paraeducator - Certified Interpreter	37		
Personnel Administrative Clerk II	30	Paraeducator / LVN	35		
Personnel Administrative Clerk	27	Paraeducator - Translator	27		
Administrative Clerk II	26	Paraeducator-Moderate to Severe	26		
Bilingual Administrative Clerk II	26	Speech/Language Pathology Assistant	24		
Attendance Clerk	26	Special Education Instructional Assistant III	21		
Bilingual Attendance Clerk	26	Speech Education Assistant	20		
Translator	26	Instructional Assistant III	20		
Fingerprint Technician	25	Bilingual Instructional Assistant	19		
District Receptionist	24	Special Education Instructional Assistant II	18		
Project/Curriculum Center Clerk	22	Bilingual Early Childhood Education Teacher Assistant	17		
Administrative Clerk I	21	Early Childhood Education Teacher Assistant	17		
Bilingual Typist Clerk	21	Instructional Assistant II	17		
		Special Education Instructional Assistant I	16		
		Instructional Assistant I	16		
<u>TECHNICAL, SPECIALIZED & RELATED CLASSES</u>		<u>UTILITY CLASSES</u>			
IT Technician	40	Maintenance Worker II - Certified	40		
Network Technician	40	Maintenance Worker III	40		
Technology Technician	34	Maintenance Worker II	36		
Facilities Planning Technician	34	Grounds/Utility Maintenance Worker II - Certified	33		
Internet and Media Communications Specialist	34	Maintenance Worker I	32		
Technology Support Specialist	34	Grounds/Utility Maintenance Worker II	29		
Technology Support Liaison	30	Custodian II	28		
Transportation Technician	27	Warehouse Worker/Delivery Driver II	27		
Reprographics Technician	26	Custodian I	26		
Lead Library Aide	21				
Library Aide	19				

Item 6.26 Causes for Suspension, Demotion, Dismissal

- A. Persons employed in the classified service may be suspended, demoted, or dismissed for any of the following causes:
1. Incompetency, inefficiency, insubordination, inattention to or dereliction of duty, discourteous treatment of the public or of fellow employees, or any other willful failure of good conduct tending to injure the public service, or any willful and persistent violation of the provisions of the Education Code, or of rules, regulations, or procedures adopted by the Board of Trustees or the Personnel Commission pursuant to it, provided that specific instances must be set forth as to any of the causes enumerated under this heading.
 2. Dishonesty, habitual drunkenness, immoral conduct or addiction to the use of a controlled substance.
 3. Political activities engaged in by an employee during his assigned hours of employment.
 4. Conviction of a serious crime by a court of law; a record of one or more felony or misdemeanor convictions, which are job related and indicate that the person is a poor employment risk; failure to disclose material facts regarding criminal records; and other false or misleading information on application forms or examination and employment records concerning material matters.
 5. Frequent unexcused absences or tardiness.
 6. Illness leaves, when habitually taken for trivial indispositions.
 7. Continuing illness of a disabling nature after the exhaustion of illness leave and leave of absence privileges may result in layoff also.
 8. Failure to report for review of job-related criminal records or for health examination after due notice.
 9. Knowingly advocating overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.
 10. Knowing membership by the employee in the Communist Party.
 11. The discovery or development during an initial probationary period of any physical, emotional and/or mental condition which would have precluded acceptance as an eligible for assignment.
 12. Abandonment of position for a period of three (3) days during which the employee fails to notify his/her supervisor of the reason for the absence or the expected duration of the absence.

(See Chapter IX "Miscellaneous Provisions", Section 1 "Disciplinary Action")

CHAPTER IX

MISCELLANEOUS PROVISIONS

SECTION 1 DISCIPLINARY ACTION

Item 9.1 Procedure for Disciplinary Action

- A. No employee in the classified service shall be suspended, demoted, dismissed, or in any way discriminated against because of his political or religious acts or opinions, race, color, sex or marital status.
- B. When a regular employee is to be suspended, demoted or dismissed, specific written charges shall be prepared by the administration, and presented for approval or rejection by the Governing Board. The charges must be such that the employee will know the complaints, and thereby be able to respond to them.
- C. When formal disciplinary action has been approved by the Governing Board, the action and the charges shall be reported to the Personnel Director, who shall immediately notify the employee and shall within ten (10) days of the suspension, demotion, or dismissal, file written charges with the Commission and report the action to the Commission at its next regular meeting.
- D. Notice to the employee shall include a copy of the charges and a statement of his right to appeal, if any, together with a copy of rules governing appeal and hearing procedures.
- E. Notwithstanding the procedures prescribed above, an employee may be suspended prior to Board approval at the discretion of the administration subject to later ratification by the Board within two weeks. Requirements in regard to charges and notifications must be met when the Board ratifies the administrative action.
- F. A regular employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code by complaint, information or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 44940 of the Education Code. Such a suspension will be processed as an involuntary personal leave in accordance with the provisions of this rule relative to suspensions. The employee may receive compensation as provided for in the Code Section. Such suspension shall be reviewed by the Personnel Commission every forty-five (45) calendar days.
- G. Dismissal shall cause removal of the employee's name from all employment lists.
- H. Failure to appeal, as provided below, shall make the action of the Governing Board final and conclusive.

INTERNAL DOCUMENT OF THE PERSONNEL COMMISSION – NON-NEGOTIABLE DOCUMENT

Item 9.2 Appeal

- A. A permanent employee who has been suspended, demoted, or dismissed may appeal to the Personnel Commission within fourteen (14) calendar days after having been furnished with a copy of the written answer to such charges. Appeal can be made only on the following grounds:
1. That the procedures set forth in these rules have not been followed.
 2. That the removal was made because of political or religious acts or opinions, race, color, sex or marital status.
 3. That there has been abuse of discretion.
 4. That the action taken was not in accord with the fact.

Item 9.3 Hearing Procedure

- A. The Personnel Commission may conduct hearings of appeals or may appoint a hearing officer to conduct the hearing and report findings and recommendations to the Commission. If the Personnel Commission orders a hearing, said hearing shall be held in closed session. The employee shall be given written notice of his or her right to have the complaints or charges heard in an open session rather than closed session pursuant to Government Code section 54957. The notice shall be delivered to the employee personally or by mail at least twenty-four (24) hours before the time for holding the closed session.
- B. Hearings shall be conducted in the manner most conducive to determination of the truth, and neither the Commission nor its hearing officer shall be bound by technical rules of evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.
- C. The Personnel Commission or its hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.
- D. Each side will be permitted an opening statement (Board first) and closing arguments (employee first). The Board shall first present its witnesses and evidence to sustain its charges and the employee will then present his witnesses and evidence in defense.
- E. Each side will be allowed to examine and cross-examine witnesses.
- F. Both the Board and the employee will be allowed to be represented by legal counsel or other designated representation. The employee may, at his/her option, be represented by legal counsel and/or union representation, or any other person designated by the employee. If the employee files an appeal, the employee shall be required to attend the Commission Appeal Hearing, even if the employee's designated representative appears on his/her behalf. If the employee fails to appear, the employee will be deemed to have forfeited his/her rights to further appeal and the Personnel Commission shall allow the Board of Trustee's disciplinary action to stand.

INTERNAL DOCUMENT OF THE PERSONNEL COMMISSION – NON-NEGOTIABLE DOCUMENT

- G. The Commission may, and shall, if requested by the Board or the employee, subpoena witnesses and/or require the production of records or other material evidence.
- H. The Commission may, prior to or during a hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.
- I. Whether the hearing is held in a public or Executive Session, the Commission, after it concludes the hearing, may deliberate its decision in Executive Session. No persons other than members of the Commission, its counsel, and the Director of Personnel shall be permitted to participate in the deliberations. If the Personnel Director or any staff was a witness in the proceedings, he shall also be barred from the Commission's final deliberations.
- J. The Commission shall render its judgment in an open session as soon after the conclusion of the hearing as possible and in no event later than fourteen (14) days. Its decision shall set forth which charges, if any, are sustained and the reasons therefore.
- K. The Commission may sustain or reject any or all of the charges filed against the employee. It may sustain, reject, or modify the disciplinary action invoked against the employee. It may not provide for discipline more stringent than that invoked by the Board.
- L. The Commission order of judgment will be filed with the Governing Board and the charged employee and shall set forth its findings and decision. If a dismissal is not sustained, its order shall set forth the effective date the employee is to be reinstated which may be any time on or after the date of disciplinary action.

Item 9.4 Unlawful to Strike or Engage in Other Concerted Labor Activities

- A. Government Code Section 3549 specifically provides: "The enactment of this Article shall not be construed as making the provisions of Section 923 of the Labor Code applicable to public school employees." This section means that public school employees may not strike against the District, nor may they engage in other related types of activities in order to attempt to resolve grievances or differences, real or fancied.
- B. Any employee or groups of employees, either by their own initiative or through an employee organization, leaving their duty assignment or refusing to perform or failing to report to duty as a result of a strike or other concerted labor activities may be considered as having abandoned their positions and, if dismissed, shall not be eligible for reinstatement or subsequent employment with the District. The Board may bring charges against any employee or employees for abandonment of position under this rule.
- C. Any classified employee who absents himself from duty for any reason during the period of an unlawful strike, sit-down, a slowdown or other concerted activities shall be required to provide proper evidence that his absence was lawful and in no way an effort on the employee's part to further the strike or concerted activity.
- D. Any rule prescribed in this Act which permits personal or illness absences without evidence of necessity is suspended and void during any attempted strike or other concerted labor activity against the District.