MEMORANDUM OF UNDERSTANDING BETWEEN THE PALMDALE SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS PALMDALE CHAPTER #296 REGARDING CLASSIFIED BARGAINING UNIT

The Palmdale School District ("District") and the California School Employees Association and its Palmdale Chapter #296 ("CSEA") (collectively, "the Parties") hereby enter into this Memorandum of Understanding regarding the addition of the Social Emotional Learning Specialist ("SELS") position to the CSEA bargaining unit.

RECITALS

WHEREAS, Article 2, Recognition, of the collective bargaining agreement ("CBA") between the District and CSEA provides a list of all positions of all regular classified employees in the classified bargaining unit, "and all other classified employee [Unit Members] as agreed by both parties."

WHEREAS, Article 2 of the CBA specifically excludes, including, but not limited to, all certificated employees, all confidential, management and/or supervisory personnel and other specific positions that require certificated of exception or licenses within the meaning of Government Code Sections 3540.1(c) (g) and (m).

WHEREAS, the SELS position was previously unrepresented and excluded from the classified bargaining unit.

WHEREAS, the Parties have agreed to add the SELS position to the classified bargaining unit effective July 1, 2023.

NOW THEREFORE, in consideration of their mutual promises, the Parties agree as follows:

AGREEMENT

1. The recitals set forth above are true.

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- 2. The SELS position will be placed on the 10-month classified work calendar effective July 1, 2023.
- 3. Except as provided herein, and in any other current memorandums of understanding, all other terms of the Parties' CBA will remain unchanged and will apply to employees in the SELS position.
- 4. Article 2, Recognition, of the CBA between the Parties will be revised to include the SELS position.

5. Rate of Pay. Article 6, Compensation, of the CBA establishes unit members' regular rates of pay. Appendix A of the CBA lists the HRS Steps and placement of positions on the salary schedule. Effective July 1, 2023, the SELS position shall be placed on the salary schedule as follows:

Position

New York

Salary Schedule

Social Emotional Learning Specialist

Placed on Appendix "A" range #63, of the squared salary schedule.

Per Article 6.3, Anniversary Salary Advancement and Longevity Increments for SELSs, will be based on years of experience and employment in the District.

- 6. Holidays and Vacation Days. Article 9, Holidays and Vacation, of the Collective Bargaining Agreement discusses the accrual and use of vacation days and Holidays for bargaining unit members. SELSs shall continue to be entitled to all previously earned and unused or accrued vacation days that they earned or accrued during their employment with the District. Effective July 1, 2023, SELSs shall accrue and use vacation days in the same manner as CSEA bargaining unit members, as set forth in Article 9. For purposes of vacation calculation, the length of the Affected Employees' "years of employment," used in Article 9, shall be calculated based on their hire date, not the date on which they joined CSEA.
- 7. Sick Leave. Article 8, Leaves, Article 8.5, Sick Leave, of the Collective Bargaining Agreement addresses sick leave for CSEA unit members. The Affected Employees shall continue to be entitled to all previously earned and unused or accumulated sick leave that they earned or accumulated during their employment with the District. Effective July 1, 2023, SELSs shall earn and accumulate sick leave days in the same manner as CSEA bargaining unit members, and as set forth in Paragraph 8.5.
- 8. Personal Necessity Leave. Article 8, Leaves, Article 8.11, Personal Necessity Leave, of the CBA discusses the accrual and accumulation of personal necessity leave. The SELS position shall continue to be entitled to all previously earned and unused or accumulated personal necessity leave days that they earned or accumulated during their employment with the District. Effective July 1, 2023, the SELS position shall accrue and accumulate personal necessity leave days in the same manner as CSEA bargaining unit members, as set forth in Article 8.11.
- 9. <u>Layoff and Effects of Layoff.</u> Article 24, Layoffs, of the CBA addresses layoff of CSEA unit members. Article 24.6, Seniority, states that Seniority' is ranking of Unit Members based on hire date in classification." For purposes of Article 24, seniority of the SELS position shall be determined by the Unit Member's initial date of service in their current position.
- 10. <u>Union Dues Deduction</u>. Article 4, Organizational Security, Article 4.2.1 of the CBA provides the District shall deduct dues from the wages of all Unit Members who are

members of the bargaining unit and who have submitted payroll deduction authorization forms to CSEA. Upon notice from CSEA to the District of new members, the District will deduct the first pay period after notice of new members received from CSEA.

- 11. This Memorandum of Understanding is not precedential and establishes no past practice.
- 12. The Parties recognize that, to be enforceable, this Agreement must be approved or ratified by the Governing Board at a lawfully called meeting.

Dated: 12/06/2022

FOR THE ASSOCIATION:

Helena Perkins
Chapter President

Chapter #296

Anna Osborn

Labor Relations Representative

California School Employees Association

FOR THE DISTRICT

Solange Henriquez

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