CONTRACT

BETWEEN

PALO VERDE UNIFIED SCHOOL DISTRICT

AND

TEAMSTERS UNION LOCAL NO. 542
SAN DIEGO, CA

July 1, 2022 – June 30, 2024

Early Childhood Program

BOT: June 7, 2022

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ARTICLE 1 - AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2017, by and between the Board of Trustees of the Palo Verde Unified School District, whose address is 295 North First Street, Blythe, California 92225, hereinafter referred to as the "District" or "Board" and the Teamsters Union Local No. 542, San Diego, hereinafter referred to as the "Union", whose address is 4666 Mission Gorge Place, San Diego, California 92120.

Whenever utilized in the Agreement:

1. **"Working Day":** shall mean any day in which the District Administration Office is open for business.
2. **"School Day":** shall mean any day unit members covered herein are required to be on duty.
3. **"Superintendent":** shall mean the Chief Executive Officer of the District or designee.
4. **"Unit Member":** unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized or certificated negotiating unit described in Article 2 – Recognition.
5. **"Board":** shall mean the Board of Trustees of the Palo Verde Unified School District or its designees.
6. **"Employee":** shall mean any person employed by the District in any capacity, including unit member.

ARTICLE 2 – RECOGNITION

For the term of this Agreement, the Board of Trustees of the Palo Verde Unified School District recognizes the Teamsters Union Local 542 (2) as the exclusive representative for the following unit: Early Childhood Education (Head Start, ~~CDC, Cal-Safe, and Dolphins~~) (ECE) Unit

Includes:

All full-time and regular part-time ECE teachers.

Excludes:

All other employees, and all management, supervisory, confidential, substitute, hourly certificated employees and temporary employees.

The Union agrees that this represents the appropriate unit and it will not seek by any means, including but not limited to any PERB proceedings, to amend or change in any way the unit described herein. However, the Union shall have the right to seek unit clarification by PERB proceedings on any new titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Union.

Disputes concerning the Article are not subject to the grievance provisions of Article 8.

ARTICLE 3 – AGENCY SHOP

Section 1. Purpose.

The District and the Union mutually understand and agree that all affected employees have the right to join or not join the Union. It is the purpose of this Contract

to establish fair and equitable procedures for the determination of any agency shop arrangements which may be properly approved by the District employees in eligible job classifications in the unit represented by the Union and to protect the rights and privileges of the employees, the Union and the District.

Section 2. Prior Notification to Employees.

Prior to implementation of this agency shop provision, the Union shall notify all employees in the applicable unit of the agency shop agreement and shall provide sufficient information to fully inform all affected employees of the purpose of the agreement. This notice shall include a full disclosure of the amount of potential union dues and service fees that will be deducted from each employee's pay as a result of the implementation of an agency shop agreement.

Section 3. Employees' Responsibilities.

Within thirty-one (31) days of employment by the District or thirty-one (31) days following the commencement of an agency shop arrangement pursuant to an agreement, employees shall have the choice of either becoming a member of the union, or of being a non-member and paying a service fee, or, if applicable, claiming conscientious objector status.

Section 4. Implementation of Agency Shop.

1. Notice to Employees: Within thirty-one (31) days of the agreement for an agency shop arrangement, the District will provide employees in the unit and any

employees hired thereafter into classes in the affected unit with an authorized notice advising them that an agreement has resulted in an agency shop arrangement and that all employees must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Affected employees shall have thirty-one (31) calendar days from the date they receive the form to fully execute and return it to the District.

2. Sufficiency of Employee's Earnings: The employee's earnings must be sufficient; after all other legal and required deductions are made, to cover the amount of the dues or fees authorized. When an employee is in an unpaid status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in an unpaid status during part of a pay period, whose salary is insufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions, including health care deductions, shall have priority over dues and service fees.

Section 5. Employees' Rights of Conscientious Objection.

An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues,

initiation fees, or agency shop fees to a non-religious, non-labor, charitable fund, exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds as designated in this Contract.

Section 6. Designation of Non-Religious, Non-Labor Charitable Funds.

Eligible employees may designate one of the following non-religious, non-labor charitable funds to which his/her applicable payments will be paid:

- Veterans of America
- American Cancer Society
- Blythe Cancer Resource Center
- Blythe Emergency Food Pantry
- Sheltering Wings Corporation
- Harmony Kitchen

Declarations of, or applications for religious exemption and any other supporting documentation shall be forwarded to the Union within fourteen (14) calendar days of receipt by the District. The Union shall have fourteen (14) calendar days after receipt of a request for religious exemption to accept or challenge any claim for exemption. If challenged, the deduction to the charity of the employee's choice shall commence, but shall be held in escrow by the District pending resolution of the challenge. Charitable contributions shall be by regular payroll deductions only.

Section 7. Union Membership or Service Fee.

Employees shall not be required, as a condition of continued employment, to join the Union. Instead, an agency shop arrangement requires the employee, as a condition of continued employment, either to join the Union, or to pay the Union a service fee in an amount not to exceed the standard initiation fee and periodic dues of the Union.

Section 8. Union Indemnification.

The Union shall indemnify, defend and hold harmless the District and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the District regarding an agency shop arrangement. If an improper deduction is made, the Union shall promptly refund any such amount directly to the employee.

Section 9. Effect of Legislative or Judicial Revision. Reversal or Interpretation.

In the event that the agency fee provisions contained in Govt. Code Sec. are reinterpreted, revised or reversed by action of the California Legislature or by Judicial determinations pursuant to legal challenges, this Contract shall be revised or nullified accordingly in whole or in part.

ARTICLE 4 – CHECK-OFF

Section 1.

The District agrees to withhold and to remit promptly to the Union the initiation fee and monthly dues from the pay check of each employee covered by this Agreement,

in accordance with a written authorization which the Union agrees to furnish signed by each individual employee.

Section 2.

Such deductions shall be made by the District from wages of employees for their first pay period in the calendar month, and will be transmitted to the Union no later than the last day of the month, except for December-- paid on the first business day in January, unless unable to do so because of equipment breakdown or acts of God. The District shall not be obligated to put into effect any new, changed or discontinued deductions until the pay period commencing fifteen (15) workdays or more after such submission.

ARTICLE 5 – NO REDUCTION

Section 1.

No employee shall suffer a reduction of wages, fringe benefits or working conditions as a result of the adoption of this Agreement.

ARTICLE 6 – WORKING HOURS

Section 1. Work Year

Head Start Teachers will work 167 days per year; 162 days with students and five additional work days over the student instructional days to open or close out the school year. Extra-duty assignments (e.g., Spring Break, summer School) will be offered only to Head Start Teachers on a rotational basis based upon seniority.

Section 2. Hours – General

The regularly scheduled hours for the Early Childhood Program are from 7:00 a.m. to 5:00 p.m. Full time unit members shall be assigned and scheduled for eight (8) hours of work within the framework of the regularly scheduled hours of operation. Additionally, full time teachers shall be entitled to a duty free lunch period of not less than one-half (1/2) hour and not more than one (1) hour during the shift .

In addition to the above regularly scheduled hours, unit members are responsible for one Open House per year and for one Parent Meeting quarterly.

The Director shall schedule full time unit members, for at least four (4) hours per week of on-site preparation time to be used for preparing, planning and conferencing and other work related matters. The Director shall attempt to schedule the preparation time in advance for a designated workday; however, scheduling and substitute availability may dictate alternate scheduling and the preparation time need not always be in four (4) hour blocks. The Director will continue to provide A.M. / P.M. (Double Session) unit members an additional four (4) hours per week (typically one (1) hour on Monday, Tuesday, Thursday, and Friday) to be used for preparing, planning, conferencing and other work related matters. However, when necessary, unit members may be assigned to substitute during assigned preparation time. The foregoing paragraph does not apply in a holiday-shortened workweek.

ARTICLE 7 – DISCIPLINE

INTERMEDIATE DISCIPLINE

Permanent unit members shall be subject to disciplinary action based upon just and reasonable cause.

1. The parties endorse the concept of "progressive discipline" recognizing that remediation is preferable to dismissal; the parties also recognize that progressive discipline is not appropriate for serious conduct or major infractions; accordingly the principles of progressive discipline are adopted herein but subject to recognizing that the District's disciplinary actions, if any, must be consistent with the seriousness of the particular performance or behavior being disciplined; in appropriate circumstances, the District need not begin with the least serious disciplinary consequence, and, again depending on the circumstances, more serious discipline, including dismissal, shall apply to situations which cannot be condoned, or to major or serious infractions.

The progressive remediation steps are as follows:

1. Documented Verbal counseling or documented verbal reprimand;
2. Personal conference with unit member memorialized in writing, but not for placement in personnel file;
3. Written reprimand which is placed in personnel file (at such time references to steps 1 and/or 2 may be mentioned in the written reprimand or attached to the reprimand for placement in the personnel file);
4. Suspension without pay for up to fifteen (15) working days.

5. Pursuant to Education Code section 8366 holders of child development permits are deemed employed in positions "requiring certification qualifications"; we interpret this to mean that for purposes of dismissing a permanent employee the District must observe the provisions of Education Code section 44932, et.al.

The content of oral or written communications in numbers 1 and 2 above shall not be subject to the contractual grievance procedure.

Whenever possible the District shall notify the unit member and the Union, unless the employee requests in writing that the Union not be informed, of unacceptable conduct and/or behavior within ten (10) working days of the conduct or performance at issue, or within ten (10) working days following the District' acquiring knowledge of the conduct or performance. Where the district is administratively investigating the matter or where there is a pending law enforcement or other outside investigation, notice to the Union and the employee shall be due within ten (10) working days of the conclusion of the investigation or within ten (10) working days of the district being notified of the conclusion of the investigation; these time lines may be extended by mutual agreement between the District and the Union.

Any time a unit member is to be disciplined or to be interviewed concerning a matter which the employee has reason to believe may lead to discipline; he or she has the right to union representation. It is the employee's responsibility to request this representation, and any failure to request such will constitute a waiver of the right to representation at that particular stage.

The following procedures shall apply to imposition of a suspension without pay:

a. Prior to imposing a suspension without pay, and except as provided below, the District shall provide the unit member with written notice of the proposed suspension which shall

include the reasons for the proposed suspension and any materials which the District has at the time in support of the proposed suspension. The unit member shall be given the opportunity to review and respond, verbally or in writing, to the charges and to any written materials upon which the charges are based in a meeting with the appropriate administrative person. At such meeting the unit member may be represented by the Union.

b. Following such opportunity the District shall decide whether to impose the suspension, modify the suspension, or to impose lesser discipline or no discipline at all.

c. Upon being served with written notice of suspension, the unit member may request a hearing before an arbitrator who shall be chosen by mutual agreement of the District and the Union. If mutual agreement cannot be reached within five (5) working days after a request for hearing is received, the parties shall request a list of five (5) arbitrators from the State Conciliation Service. Upon receipt of the list of potential arbitrators, the parties shall alternately strike names and the remaining individual shall serve as arbitrator.

d. The unit member must file the request for hearing under section c., above, in writing with the Assistant

Superintendent, Personnel, no later than five (5) working days after receiving the notice of suspension. Failure to file a timely written appeal shall be deemed a waiver of any right to a hearing.

e. The arbitrator shall prepare a written finding and decision within thirty (30) calendar days after the close of the hearing. The decision shall be binding on all parties, but the arbitrator shall have authority only to affirm, modify or revoke the suspension without pay. The modification shall be limited to decreasing or revoking the suspension and, if the suspension is reduced or revoked, the unit member shall be entitled to back pay for the number of suspension days rescinded.

f. Except in case of a written reprimand, the expedited appeal proceedings under this Article are the exclusive administrative remedies available for such matters; the operation of this Article is not subject to the contractual grievance/arbitration Article __.

2. The terms "discipline", "disciplinary action" and "suspension" for purposes of appeal under this Article, mean suspension without pay not to exceed fifteen (15) working days.

3. The costs of the arbitrator shall be borne equally by the District and the Union. Each party shall bear its own costs of representation at the hearing.

4. For purposes of administering discipline under this Article only, materials which are more than two (2) years old cannot be used unless there is a pattern or as evidence of "progressive discipline".

5. Nothing herein shall be applied to interfere with the District's ability to dismiss permanent employees under the Education Code; nor shall this Article apply to discipline or non-reelection of probationary unit members.

4. Immediate Suspension:

The District may immediately suspend an employee in situations where the employee is a threat to the health and safety of himself/herself, or the health and safety of others, including but not limited to, staff and students; or where the employee is at work and appears to be impaired because of alcohol or other drug. In case of an immediate suspension, the procedures outlined in paragraph a., above, shall be invoked as soon as possible following the removal of the employee from the job.

Section 1. Personnel Files.

PERSONNEL FILES (2)

Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment shall be available for the inspection of the unit member involved and/or his/her authorized Union representative.

Such material is not to include ratings, reports or records which (a) were obtained prior to the employment of the unit member involved, (b) were prepared by identifiable Examination Committee members, or (c) were obtained in connection with a promotional examination.

Every unit member shall have the right to inspect their file upon request, provided that the review is made at a time when such unit member is not actually required to render services to the district.

Information of a derogatory nature, except material mentioned in the second paragraph of this Article, shall not be entered or filed unless and until the unit member is provided a copy of the material and an opportunity to review it and comment upon it. The unit member shall have the right to submit written comments on or responses to the material and have such comments attached to the derogatory material for placement in the personnel file. Such review may, at the unit member's request, take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction, providing it does not interfere with the unit member's job responsibilities. Material shall be removed from the personnel file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review, or with the unit member's consent, may conduct the review. Each unit member's personnel file shall contain only the following:

1. Pre-employment information.
2. Medical reports.
3. Copies of annual contracts and supplemental contracts.
4. Transcripts.
5. Certification material.

6. Letters of commendation.
7. Copies of official personnel action.
8. Written evaluations.
9. Other materials, as agreed between the unit members and the Assistant Superintendent of Personnel.

Photocopies or originals of materials to be placed in a unit member's personnel file shall be provided to the unit member who shall sign a receipt signifying that she/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her personnel file within a reasonable period of time following the date of the complaint; any material shall be removed from the file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

Section 2. Process.

No permanent or probationary unit member shall be disciplined without reasonable and just cause.

The District shall utilize a "Progressive Discipline" procedure which utilizes the following steps:

1. A documented verbal reprimand.
2. A conference with the unit member which is memorialized in a memorandum, but not placed in the personnel file.

3. A written reprimand which is placed in the personnel file.

4. Suspension with or without pay.

5. Termination.

6. Imposition of a suspension not to exceed fifteen (15) consecutive work days.

In the event of major or serious infractions, the District may impose discipline without following the progressive steps set forth above. In addition, the content of oral or written communications in steps 1. and 2. above shall not be subject to the grievance procedure.

Section 3. Right to Representation.

A unit member shall be entitled to have a representative of his/her choice present when he/she is subject to disciplinary action which may result in a written reprimand. After a request for such representation is made, a conference will be held within a period of time not to exceed five (5) working days, or ten (10) working days for disciplinary action that may lead to unpaid leave, in order that such a representative may have an opportunity to be present.

1. In the event of a suspension under the provisions of this Article, it is agreed that the following provisions shall be adhered to:

    a. Prior to imposing a suspension without pay, the District shall provide the unit member with written notice thereof which shall include the cause or causes for disciplinary action in a specific statement of charges. A conference shall be held between a unit member and his immediate supervisor or other appropriate administrator, at which time

the unit member shall have the opportunity to respond to the charges and to any written materials upon which the charges are based. The unit member may be represented by the Union during this conference.

b. After the conference, the immediate supervisor or other appropriate administrator shall decide whether or not to impose a suspension without pay and give the unit member written notice thereof. Except in cases of major or serious infractions, the suspension shall not be imposed until the time limit for appeal to arbitration has expired and in the event that appeal to arbitration is timely filed, the suspension (except in cases of serious or major infractions) shall be held in abeyance until the decision of the arbitrator has been rendered.

c. Upon being served with written notice of suspension, the unit member may request a hearing before an arbitrator who shall be chosen by mutual agreement of the District and the Union. If mutual agreement cannot be reached within five (5) calendar days after a request for hearing is received, the parties shall request a list of five (5) arbitrators from the State Conciliation Service. As soon as the list of five (5) potential arbitrators is received, the parties shall strike names and the remaining individual shall serve as the arbitrator.

d. The unit member must file the request for hearing under Section c., above, with the Superintendent's Office no later than five (5) calendar days (excluding days the central office is closed) after receiving the

notice of suspension. Failure to file a written appeal within the five (5) day period shall be deemed a waiver of any right to a hearing.

e. The arbitrator shall prepare a written finding and a decision within thirty (30) calendar days after the close of the hearing. The decision shall be binding on all parties, but the arbitrator shall have authority only to affirm, modify or revoke the suspension without pay. Any modification shall be limited to increasing or decreasing the number of suspension days and, if the suspension is reduced or revoked, the unit member shall be entitled to back pay for the number of suspension days rescinded.

2. The terms "discipline", "disciplinary action", and "suspension", for purposes of this Article, mean suspensions without pay not to exceed fifteen (15) consecutive work days.
3. The costs of an arbitrator shall be borne equally by the District and the Union. Each party shall bear its own costs of representation at the hearing.
4. Nothing contained in this Article shall be construed to limit or restrict the authority of the governing board to dismiss, suspend or to take other disciplinary action under the Education Code or other applicable law. Suspensions of fifteen (15) working days or less shall be subject to the due process procedure set forth in this Article and the contractual grievance procedure shall not apply.
5. Progressive discipline notices will only be considered valid if they are issued within five (5) school days of the event giving rise to notice or within five (5)

school days from the date the District first had knowledge of the subject event. For warning notices to be valid, the District shall send the Union a copy within five school days.

6. After two (2) years, materials in files cannot be used unless there is a pattern.
7. All warning notices shall be issued within five (5) working days from the date the District first had knowledge of the incident.

ARTICLE 8 – GRIEVANCE PROCEDURE

Section 1. General Provisions.

A grievance is defined as a statement by a unit member or members that the District has violated an express term of this Agreement and that by reason of such violation his/her/their rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

The respondent in all cases shall be the District itself rather than an individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

Section 2. Level I.

Before filing a written grievance, the grievant shall make a reasonable attempt to resolve the complaint by means of a conference with his/her immediate administrator.

Section 3. Level II.

Within fifteen (15) school days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the appropriate administrator. If neither the grievant nor the Union had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the fifteen (15) day time limit shall begin to run on the date upon which either the grievant or Union knew, or could with reasonable diligence, have known of the occurrence.

The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Within five (5) days of the filing of the grievance, the appropriate administrator shall hold a meeting with the grievant or with the grievant and his/her representative. The administrator shall communicate a decision to the employee in writing within five (5) school days after the grievance meeting, and such action will terminate Level II.

Section 4. Level III.

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Superintendent or designee. Such appeal must be made within five (5) school days of the termination of Level II.

The appeal shall include a copy of the original grievance, the decision rendered at Level II and a clear, concise statement of the reasons for the appeal. Level ~~II~~ III meetings shall be held within ten (10) school days of the receipt of the appeal from Level II.

The Superintendent or designee shall communicate a decision in writing five (5) school days after the date of the Level III hearing, and such a decision will terminate Level III.

Section 5. Level IV.

If the Level III decision does not settle the grievance, the grievant may, within five (5) school days after the Level III decision is rendered, request the assistance of a mediator from the California Mediation and Conciliation Service. The mediator shall attempt to resolve the grievance through recommendations, which are non-blinding. If the parties reach a satisfactory resolution they shall sign a written agreement signifying as much and that will resolve the grievance. The use of a mediator shall be by mutual agreement, and either party to the process may waive this Level of the procedure.

Section 6. Arbitration.

1. If the grievant wishes to proceed beyond Level IV, the grievance may be submitted, by the Union, to arbitration, provided that notification of submission to arbitration is given to the Superintendent within ten (10) days of the Union's receipt of the Level IV decision or within ten (10) days following notice of waiving the Level.
2. Selection of Arbitrator: The Union and the District shall attempt to agree upon an Arbitrator. If no agreement is reached within ten (10) days, the parties shall request the California Mediation and Conciliation Service to send the parties a

panel of seven (7) arbitrators from whom they may select by alternately striking names.

3. Hearing, Arbitrator's Decision: The Arbitrator selected in accordance with paragraph 2 above shall conduct a hearing. The Arbitrator shall hear the issues presented and shall tender a decision promptly.
4. Fees and Expenses: The fees and expenses of the Arbitrator and the hearing shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, except that the grievant, the grievance representative and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the Union for the sole purpose of attending or testifying at the hearing.
5. Statement of Issues: The Arbitrator shall be limited to deciding the issues submitted. If the parties cannot agree upon a statement of issues, the Arbitrator shall determine the issues. In cases of procedural disputes, the Arbitrator shall be empowered to rule on such disputes. The arbitrator's decision shall be final and binding and shall be in writing setting forth his/her findings of fact, reasoning, conclusions and remedy, if any. The arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement.
6. Rules of Procedures: Upon agreement of the parties, the Arbitrator may proceed under expedited rules acceptable to both parties and notice of such agreement shall accompany and request for a list of Arbitrators. The decision of the Arbitrator shall be binding on the Union, the District and the grievant.

Section 7. Failure to Meet Time Limits.

If a grievance is not processed by the grievant and Union 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 in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievance may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems, which occur above Level II as a result of the summer recess.

Section 8. Union Representation.

The grievant shall be entitled, upon request, to representation by the Union at all grievance meetings beyond the informal level. In situations where the Union has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its view on the matter.

Section 9. Confidentiality.

In order to encourage a professional and harmonious disposition of unit members' complaints, it is good that from the time a grievance is filed until it is completed, neither

the grievant nor the Union nor the District shall make public either the grievance or evidence regarding the grievance.

Section 10. No Reprisals.

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

Section 11. Grievance Files.

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

Section 12. Grievance Handling.

The Union will exclusively receive time off from duties for the processing of grievances herein for unit members who are designated as Union grievance representatives subject to the following conditions:

A. By no later than thirty (30) days following signing this agreement, the Union will designate in writing to the Assistant Superintendent, Personnel, the names of 2 unit members who are to receive time off; changes shall be submitted as they occur.

B. Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary.

C. Time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with the management person.

D. Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.

ARTICLE 9 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Reserved Rights.

All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

1. The legal, operational, geographical or organizational structure of the District, including the chain of command, division of authority, organizational divisions and sub-divisions, external and internal boundaries of all kinds, and advisory commissions and committees;
2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements, imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation

process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of the Agreement;

3. The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
4. All services to be rendered to the public and to District personnel support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
5. The utilization of personnel not covered by this Agreement, including substitutes, temporaries, home teachers, provisional personnel, consultants, instructional aides, and supervisory or managerial personnel, to do work which is normally done by unit members covered hereby, in the event of work stoppage by unit members in training situations, in the event of temporary overload of work, and in emergencies for the duration of the emergency.
6. The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course, content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil

conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and public with respect to such matters;

7. The selection, classification, direction, promotion, demotion, discipline, and termination of all personnel of the District; affirmative action and equal employment, policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities; classrooms, functions, activities, academic subject matters grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening;
8. The job classifications and the content and qualifications thereof;
9. The duties, work contents, and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;
10. The dates, times, and hours of operation of District facilities, functions and activities;
11. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
12. The rules, regulations and policies for all employees, students, and the public;
13. The retirement of employees for age or disability; and

14. The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

Section 2. Other Rights and Responsibilities.

All other rights of management and responsibilities not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.

To promote and maintain ethical and professional practices as per professional standards.

Section 3. Intentions.

It is not the intention of the parties, in setting forth the above-mentioned rights and responsibilities of management that detract or diminish in any way the rights of the Union or of the unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.

Section 4. Exercising 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 rights or preclude the District from exercising the right in a different manner and/or at a different time.

Section 5. Disputes.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 8 unless the dispute is otherwise grievable under another Article of this Agreement.

Section 6. Professional Attire.

It is recommended that all unit members be professionally dressed when on duty and/or representing the District at any event.

ARTICLE 10 – LEAVES OF ABSENCE

Various forms of leave are specifically provided in this Agreement, most of which qualify for continuance of salary during the period of leave. Some are allowable but without pay. If a unit member is absent temporarily for a reason other than those specified, a full day's pay for each day of such absence will be deducted from the unit member's salary. A day's pay for unit member will be the annual salary of the individual divided by the number of days in the legal definition of the school year or period of annual contract as provided in the Education Code and District policy, unless the form of assignment and contract identifies a daily rate.

Unless otherwise specified, the lengths of the time allowed for the various forms of temporary leave are provided for regular full-time unit members. Unit members serving less than full-time five days a week shall be entitled to a pro-rata allotment of leave time under the various forms of leave.

Leave without pay for any reason not coming under the provisions of those specified by contract may be granted upon request of a unit member at the discretion of the Building Administrator or other supervisor subject to approval of the Superintendent.

Section 1. Sick Leave.

Any regular full-time unit member shall be entitled annually to sick leave for absence occasioned by personal illness, injury, or necessary consultation and/or treatment by generally recognized medical practitioners in connection with such illness or injury. Said leave shall be accumulated at a maximum of ten (10) days annually for unit members serving under certificated standard or ten-month contracts. Said leave shall be earned at one (1) day per contract month (e.g. 10-month employees earn 10 days annual).

To achieve the intent of this policy, unit members are encouraged, particularly in the area of personal illness, to seek medical diagnosis, advice and therapy promptly and to utilize the provisions of this form of leave for their own well-being as well as for that of students and other staff members. The District recognizes further in the area of illness the temporary periods of high emotional stress or mental agitation occasioned by seriously disturbing incidents in the life of a unit member are a form of personal illness that can be as detrimental to job performance as any physical infection or ailment. The utilization of personal illness leave for such conditions is authorized, with expectation that reasonable constraints and limits on such use will be supplied by the integrity of the unit member in consultation with his supervisor or other District administrative personnel and provided further that the unit member has presented a Verification Form from a

qualified Mental Health Professional who possesses a Doctorate," or psychiatrist (not an employee of the District).

Unit members shall contact their immediate supervisor and enter their absence to the District's automated attendance system as soon as possible but in no case later than 2 hours prior to an absence from duty for personal injury or illness of the work day, except where such notice is impossible. Failure to provide the above notice is grounds for progressive discipline.

A unit member granted leave under this policy shall be entitled to full pay during the absence to which he would have been entitled if not absent from his assignment, subject to the following limitations:

1. For any period of leave under this policy, full pay shall be granted to a unit member up to the number of days accumulated, as provided by law, as of the end of that current school year in which the leave commences, provided that such leave may not extend beyond the end of that current school year without review by the Board.
2. For Extended Sick Leave, any unit member shall be entitled to a maximum of five (5) school months non-accumulated sick leave subject to the following provisions (E.C. 44977):
    a. Sick leave, including accumulated sick leave, and the five-month period shall run consecutively.
    b. An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-

month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

c. For the period of absence covered by the days of non-accumulated leave the unit member shall receive the difference between the regular salary and the sum which is actually paid a substitute employee (rate for Head Start Teachers substitute pay approved by School Board Trustee) to fill the position during absence or, if no substitute was employed, the amount which would have been paid to the substitute had one been employed (rate for Head Start Teachers substitute pay approved by School Board Trustee).

d. If the days of extended sick leave total or exceed ten (10) work days, the unit member is required to present written medical verification pursuant to this provision, signed by a medical provider, stating that the unit member's return to duty does not present a liability to the unit member or others,

e. If the written verification described above does not clearly conclude to the satisfaction of the Superintendent or designee that the absence is due to personal illness or injury, or that the illness or injury is sufficiently severe to warrant continued absence, the Superintendent or designee may request an interactive meeting with employee and union representative (if requested) to determine next steps.

3. Disability leave connected with or resulting from pregnancy shall be charged to unit member's accumulated sick leave at the election of the unit member. Disabilities under this Section shall be:
    a. Diagnosed and verified in writing to supervisor by recognized medical practitioner or health consultant.
    b. Communication in writing must include unit member's name, name of medical practitioner or health consultant, business address and phone number, as well as the estimated time the unit member will be unable to perform regular duties and beginning date of disability leave.
    c. The benefits of this Section only apply to the verified dates of disability. The before and after dates will be defined as the school days scheduled before and after the disability.

Section 2. Authorized Leave Verification.

The District may, when it has reason to believe a unit member is misusing leave, require that written medical verification, signed by a medical provider, of illness or injury for any day or days of extended sick leave taken be presented. Additionally, verification may be sought under the following circumstances:

A. Upon the third (3) consecutive day of absence, the immediate supervisor may request a unit member to present written medical verification of the illness or injury and/or authorization to return to work; and/or

B. When the annual sick leave entitlement has been used, the immediate supervisor may request a unit member to present written medical verification of the illness or injury and/or authorization to return to work.

Medical verification shall be submitted to the immediate supervisor.

If the District requests additional medical verification (a "second opinion"), the medical expenses incurred in the verification of the legitimate use of leave shall be borne by the District.

Section 3. Personal Necessity Leave.

All leave under this section must be for matters of personal necessity and cannot be used for extending a holiday or a vacation or for withholding services from the District; personal necessity leave shall be charged to accumulated sick leave available to the unit member.

Employees may use, at their election, accumulated sick leave not to exceed six (6) days per year for cases of personal necessity for the following reasons, using the procedures below:

1. **Personal Necessity not requiring advance permission to be absent from duty:**
    a. Death or serious illness of a member of his/her immediate family (definition of immediate family contained in Education Code 44985).
    b. Accident involving their person or property or the person/property of their immediate family.

2. **Personal Necessity requiring advance permission before being absent from duty:**

   a. Appearance in any court or before any administrative tribunal as a witness under subpoena or other agency order made with jurisdiction. If the unit member can reasonably return to his/her assignment for at least half a day or be present half a day before leaving to appear, the employee is expected to do so.

   b. Delay in returning to work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay), unless the employee is not in a position to give advance notice. The number of days of absence on any one occasion shall be no more than reasonable as determined by the supervisor.

   c. Early departure at the end of a contract year or late return at the beginning of a contract year because of scheduled college attendance (late summer session, NSF Workshop, etc.) or because of professional growth travel where the entire tour or to and from transportation arrangements are under the auspices of one of a unit member's professional organizations. This leave is subject to the written approval of the Superintendent and at his/her discretion.

   d. Personal business not to exceed three (3) days per year. It is the purpose of this provision to provide employees leave for personal business of such a sensitive nature that they do not want to confide in administrators (court

appearance, drug and/or alcohol treatments, psychiatric care). It is not the purpose of this provision to provide employees leave for frivolous purpose, unwarranted reasons or reasons which may run counter to the welfare of the district (applying for work elsewhere, hair appointments, sporting events, shopping, vacation trips, etc.). In order to take personal business leave a written request must be made at least 48 hours in advance. The leave may not be taken the first five days or the last five days of the unit member's working year, nor the day before or the day after a holiday or vacation. The District shall not require employees to state reasons for personal business leave. The building administrator or supervisor shall have the right to refuse the request when too many unit members request to use the same day.

Section 4. Family Illness.

Any regular full-time unit member shall be allowed annually (non-cumulative) up to five (5) days of leave with full pay in the event that serious illness or injury incurred by a member of the unit member's family requires the immediate and actual presence of the unit member with the ill or injured person. For purposes of this policy section, "family" shall include only mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, or father-in-law of the unit member, or any relative of the unit member or of the spouse of the unit member living in the immediate household of the unit member or domestic partner. Any such days of leave taken under this Article shall be charged to and deducted from the unit member's full pay days of accumulated sick leave.

Section 5. Bereavement.

Any regular full-time unit member shall be entitled to five (5) days leave of absence with full pay in the event of the death of a member of his immediate family as defined in Education Code Section 44985, or of a grandchild or a person who has acted "in loco parentis" to the unit member or the spouse of the unit member or domestic partner. Members of the family to include in-laws, aunts, uncles, nieces, nephews to the unit member or the spouse of the unit member. Related documentation such as obituary or pamphlet is required to be submitted to the immediate site supervisor. The documentation must meet the approval of the immediate supervisor.

Up to three (3) days additional leave may be granted if travel exceeds 250 miles one way to attend or arrange for the funeral. Proof of travel distance and related documentation is required to be submitted to the immediate site supervisor.

Section 6. Judicial and Official Appearances.

Any regular full-time unit member shall be entitled annually (non-cumulative) to a maximum of three (3) days leave for the purpose of appearing as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

Any regular full-time unit member shall be entitled to serve when called for required jury duty in the manner provided by law.

During the normal working day, those unit members required to appear for jury duty within the city limits of Blythe will return to the work site to perform their regular

duties within thirty (30) minutes of release by the court unless said release is after 3:00 p.m.

Leaves provided under this Section shall be granted with pay for the unit member up to the amount of the difference between the unit member's regular earnings for the period covered by the leave and any amount he/she receives for juror or witness fees. This does not apply to transportation or living expenses which may be paid to the unit member in connection with service as a juror or witness. The program administrator may suggest, but not require, that the unit member seek a postponement of jury duty where the unit member's absence would create a hardship.

Section 7. Quarantine.

Any regular full-time unit member shall be entitled to leave with full pay subject to limitations below for absence from duty because of quarantine which results from his/her contact with other persons having a contagious disease while performing his/her duties, or because of temporary inability to perform the services required of him/her because of said quarantine.

If the period of quarantine extends beyond sixty (60) days during which schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year, the unit member shall be entitled to salary in any given month which shall be the lesser of: (a) the difference between the amount due him/her for that month and the amount actually paid a substitute employee (rate for Head Start Teachers substitute pay approved by School Board Trustee) employed to fill his/her position during his/her absence for that time exceeding

sixty (60) days, or (b) fifty percent (50%) of the amount due him/her that month for that time exceeding sixty (60) days.

This Section applies only to quarantine of the unit member. If subsequent to the unit member being placed on leave for quarantine, the unit member contracts an illness as a result of exposure to the contagious disease, the leave for quarantine shall be terminated and the provisions of personal illness leave policy shall become effective.

Section 8. Industrial Accident or Job-Incurred Illness.

1. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, and shall be limited to sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.
2. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for such leave and his/her absence for such purpose shall be deemed to have commenced on the day of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave, which when added to his/her temporary sick leave indemnity will result in payment to him/her of not more than his/hers full salary.
3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of absence.

5. When a unit member is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/hers temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in payment to him/her of not more than his/hers full salary.
6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
8. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
9. Any unit member receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

Section 9. Long-Term Leaves.

A unit member, upon written request, may be granted a long-term leave of absence by the Board. No such leave of absence may be extended beyond twelve

months, except by renewal by the Board. Long-term leaves shall, as much as possible, be coincident with one regular school or fiscal year.

Except as may be required by law, long-term leave will not normally be granted to a probationary unit member.

Such leave shall not constitute a break in continuity of service, but the period of leave shall not be considered as employment for the various purposes of computing cumulative years of service in the District, including advancement on any salary schedule.

Upon expiration of the leave, the unit member shall be reinstated in the position held by him prior to the leave or in a position comparable in responsibility, there being no assurance implied herein of return to an exact assignment held prior to the leave. The Board reserves the right, subject to applicable provisions of the law, to make such change in position assignment of the unit member upon his return from leave that will best serve the interests of the District.

Section 10. Maternity Leave.

The Governing Board shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

Except as provided herein, written and unwritten employment policies and practices shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

This Section shall be construed as requiring the Governing Board to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability. (E.C. 44965)

The unit member, while on leave, shall have the option to remain an active participant in the District fringe benefit programs by contributing in total thereto.

Section 11. Sabbatical Leave.

It shall be the policy of this District to consider requests for sabbatical leave from full-time unit members and to grant sabbatical leave under certain prescribed conditions. The District acknowledges the several beneficial purposes of granting such leave, including:

1. Recognition of faithful and competent unit member service.
2. Improvement of professional competence and stature as a service both to the individual unit member and to the District.
3. Encouragement of continuity of service in the District.

Such leave may be granted for carrying on a full program of professional study at an accredited four-year college or university in areas of educational foundations, instructional techniques, background depth and broadened experience in content areas, or advanced training related to specialized assignments and/or advanced credential qualifications. Applicants shall indicate through the application procedure the nature and extent of the proposed program of study, specifying probable courses or course areas to be pursued.

Sabbatical leave shall be granted only to unit members who have a minimum of seven (7) consecutive years of full-time service with the District prior to the granting of the leave and since entry into service with the District or since resuming service after any previous sabbatical leave granted by the District. The Board reserves the right to limit the number of sabbatical leaves granted for any one fiscal year up to a maximum of 3% of the total certificated staff.

Deadline for receiving applications for sabbatical leave to be granted during any fiscal year shall be March 1st of the year immediately preceding. Except in unusual circumstances requiring an earlier decision, all applications will be considered at one time subsequent to the deadline date for application. Factors to be considered in determining the order of approval where more than one application is received, will be:

1. Order of date of receipt of official applications.
2. Length of service in District.
3. Equitable distribution of leaves among schools and departments of the District.
4. Consideration of optimum number of staff on leave at any one time.

5. "Second time" versus "first time" requests.

If after determination of the number of leaves to be granted in a given year, one of the unit members granted leave finds it necessary to forego his leave, the Board may reopen the application period to consider applicants for the leave that is available.

Leave granted under this policy following seven (7) or more consecutive years of service shall be for a full twelve (12) month period or may be for two six-month periods, provided that the leave of absence for both separate six-month periods shall be commenced and completed within a three (3) year period. A unit member may initially request granting of leave for only a six-month period, which, if granted, shall not be subject to reconsideration for an additional six-month period within the three (3) year limit and which shall be the extent of sabbatical leave due the unit member until the completion of at least seven (7) additional years of consecutive service to the District.

Compensation for a unit member while on sabbatical leave shall be fifty percent (50%) of the scheduled salary on the appropriate salary schedule which would have been in effect during the period of leave.

No unit member on sabbatical leave may accept a comparable job in another school district or a paid research or teaching assistantship at the college or university calling for in excess of fifteen (15) hours of work per week. A unit member may accept scholarships or fellowships including teaching requirements not contrary to the fifteen (15) hour limit, when the purpose of the grant or appointment is related to the unit member's stated purpose for the leave.

A unit member granted sabbatical leave shall be obligated to render a period of service to the District following the leave equal to twice the length of the period of leave.

This obligation shall be assured by the furnishing of a bond if the unit member wishes to receive his sabbatical leave compensation in regular monthly payments while on leave. No bond is required if the unit member agrees to accept the compensation in the form of payments or installments after his return to service with the District, as provided in the law. Verification of registration, continuing progress of the professional study, and of completion of the work undertaken shall be provided in accordance with District rules and regulations. A summary report of the period of professional study and its expected benefit to the District shall be submitted to the Board by the unit member upon his return to service.

While on leave, a unit member shall have the option to remain an active participant in the District fringe benefit program by contributing in total thereto. The time a unit member is on sabbatical leave shall be recognized as uninterrupted service to the District.

Section 12. Military Leave.

Unit members shall be allowed military leave subject to the provisions of applicable Federal and State law. Requests for military leave must be submitted to the Superintendent or designee as far in advance as possible in order for the District to obtain coverage.

Section 13. Personal Leave.

The Board recognizes that circumstances in the lives of unit members may occasionally determine the compelling and reasonable need to interrupt continuing

service with the District for a period of six (6) months to a year and that such need may not qualify for leave under the several forms of leave available to unit members.

Any regular full-time permanent unit member may submit written request for personal leave for from six months to one year. Granting of such leave will be considered on the basis of the need, of which the Board shall be judge, and in terms of the availability of an adequate replacement for the unit member during the period of leave. Such leave shall be without pay.

Personal leave under this policy will also be granted to permanent or probationary female unit members terminating a maternity leave as provided in the policy on maternity leave.

ARTICLE 11 – SAFETY CONDITIONS

Section 1. Obligation.

Unit members shall comply with the District's reasonable rules, regulations and directives designed to provide a safe and healthy work place.

Section 2. Reporting Concerns.

The District shall provide a uniform form for reporting safety concerns, one copy of which shall be retained by the unit member filing such report, one copy shall be forwarded to the site administrator and one copy shall be forwarded to the Maintenance Department. Copies of the form should be signed by the unit member, the site administrator and, if possible, by a representative of the Maintenance Department.

Section 3. Reasonable Force.

Any assault or battery upon unit members or any threat of force or violence directed toward unit members at any time or place which is related to school activity or school attendance shall be reported by unit members to their immediate supervisor.

Unit members may use reasonable force under circumstances which require that they defend themselves or students against an assault; provided, however, that such force does not exceed that which is needed to repel or protect from bodily injury and provided, further, that the unit member report any such incident to the immediate supervisor within a twenty-four hour period.

Section 4. Physical Safety.

The above provision, Article 14, Section 3, shall not be read as a requirement that unit members must place themselves in danger of serious bodily injury in order to protect another employee or student from assault.

ARTICLE 12 – HEALTH AND WELFARE

Health & Welfare.

1. The District contribution toward employee health insurance package will be $17,500 retro to July 1, 2020.

   July 1, 2021 District contribution cap will increase by 1%.

2. Effective January 1, 2010, the Employer agrees to pay $821.00 per month to the San Diego county Teamsters-Employers Insurance Trust Fund on behalf of each employee covered by this Agreement to provide hospital and medical coverage in the trust plan

known as "Plan C." Thereafter, and for all new employees, the monthly payment shall be made for each employee on the first day of each month provided that the employee has worked or been compensated for a minimum of eight (80) hours in the previous calendar month.

3. Dental. Effective January 1, 2010, the Employer agrees to pay $69.75 per month to the San Diego County Teamsters-Employers Insurance Trust Fund on behalf of each employee covered by this Agreement to provide dental Insurance coverage as per the schedule of benefits established by the San Diego County Teamsters-Employers Insurance Trust, known as Plan 4. Thereafter, and for all new employees, the monthly payment shall be made for each employee on the first day of each month provided that the employee has worked or been compensated for a minimum of eighty (80) hours in the previous calendar month.

4. Prescription Drugs. Effective January 1, 2010 the Employer agrees to pay $136.25 per month to the San Diego County Teamsters-Employers Insurance Trust Fund on behalf of each employee covered by this Agreement to provide prescription drug Insurance coverage as per the schedule of benefits established by the San Diego County Teamsters-Employers Insurance Trust known as Plan 1. Thereafter, and for all new employees, the monthly payment shall be made for each employee on the first day of each month provided that the employee has worked or been compensated for a minimum of eighty (80) hours in the previous calendar month.

5. Vision Coverage. Effective January 1, 2010, the employer agrees to pay $14.00 per month to the San Diego County Teamsters-Employers Insurance Trust Fund on behalf of each employee covered by this Agreement to provide vision Insurance

coverage as per the schedule of benefits composite, established by the San Diego County Teamsters-Employers Insurance Trust.

Thereafter, and for all new employees, the monthly payment shall be made for each employee on the first day of each month provided that the employee has worked or been compensated for a minimum of eighty (80) hours in the previous calendar month.

6. The parties hereby accept the terms of the existing Trust and any amendments to that Trust required to accomplish the provisions of this Collective Bargaining Agreement and those of other contributing employers and, by this acceptance, agree to and become parties to said Trust. The parties hereto agree to accept and execute such "acceptance of trust documents" as may be required for participation in each Trust and such payments shall be made in accordance with the provisions uniformly established by the Joint Board of Trustees. Employer report forms with appropriate contributions are due post marked no later than the 15th of the month following the month in which the hours are worked or paid for.

   In the event the appropriate Employer reports and remittances are not timely postmarked and timely received by the trust, the Trustees may sue any such delinquent Employer for any or all of the following:

   a) An Accounting;
   b) The amount of the delinquent report(s);
   c) Liquidated damages as set forth in the Trust Agreement;
   d) Reasonable attorney's fees and court costs, which the delinquent party herby agrees to pay;
   e) Any and all auditor's fees resulting from the delinquency;

f) The coast of suit.

Section 1. Retirement Incentive.

1. A retirement incentive is available to any unit member having served at least ten (10) consecutive years with the District prior to retirement, AND:
2. Who retires after his/her 58th birthday and prior to the beginning of or at the end of the school year in which his/her 63rd birthday occurs shall be provided, at his/her request, health insurance coverage with the District paying 85% of each year until the end of the month in which the employee reaches age 65.
3. Employees who elect not to retire prior to or at the conclusion of the school year in which they reach age 63 shall not be eligible for this benefit. Employees retiring at age 64 through 65 may continue on the District health plan until age 65, but only at their own expense with no District contribution.
4. In the event that Medicare or some other national or state health plan becomes available to employees under the age of 65, this benefit will be provided only up to the date such other plan takes effect.
5. Employees over the age of 65 who elect to retire will be eligible for benefits under the provisions of Medicare or COBRA legislation currently in effect.
6. If both husband and wife are eligible employees under the plan, only one of them may enroll as a subscriber and the other spouse must enroll as the dependent. If the subscriber is no longer eligible for this health insurance incentive, the dependent automatically becomes the subscriber until age 65, if the dependent was a full-time employee for at least ten (10) consecutive years before retirement.

Section 2. Right to Contact.

The Union shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

Section 3. Savings Clause.

Health insurance benefits as described above may be discontinued by the Governing Board at their discretion in the event this program is no longer economically feasible provided that discontinuance of the benefit is announced by the Board at least one year in advance of the discontinuance date.

ARTICLE 13 – EVALUATION PROCEDURES

Section 1. General Provisions.

The district retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or district, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

Section 2. Procedures.

The Director or designated administrative representative shall conduct the evaluations. Unscheduled evaluations and/or observations may be made at any time during the school year at the Director's discretion

1. Probationary and permanent unit members will be evaluated annually utilizing the Certificated Personnel Evaluation Form. The final evaluation conference shall be conducted no later than March 15. The final evaluation summary should reflect in writing whether the unit member is to be considered for re-employment.
2. The purpose of the preliminary evaluation conference shall be to review objectives to be achieved in the following required areas of teaching which are based upon the California Standards for the Teaching Profession:
    I. Engaging and Supporting All Students in Learning;
    II. Creating and Maintaining Effective Environments for Student Learning;
    III. Understanding and Organizing Subject Matter for Student Learning;
    IV. Planning Instruction and Designing Learning Experiences for All Students
    V. Assessing Student Learning and
    VI. Developing as a Professional Educator.
3. The first observation for personnel being evaluated shall occur early in the evaluation year. Following each observation, within five (5) school days

of the observation, the Certificated Personnel Classroom Observation Report shall be completed and a follow-up conference shall be held to discuss and review the report. The time limit may be extended by mutual agreement.

4. Observation report summaries shall be made at least once during the first half and second half of the school year for all personnel.

5. The unit member shall sign copies acknowledging receipt of the Evaluation Report and the Observation Report(s). The unit member's signature acknowledges receipt but does not necessarily indicate agreement with the content of the reports.

Section 3. Conditions.

1. In the event of unforeseen contingencies the evaluator and evaluatee may modify objectives in the required areas of evaluation. Such modifications must be reduced to writing and be noted on the Certificated Personnel Evaluation form.
2. All formal observations and evaluations shall be conducted openly and with full knowledge of the unit member.
3. Matters which are to be noted in connection with the evaluation shall be brought to the unit member's attention within a reasonable period of time following the dates administration first becomes aware of such matters.
4. Nothing in these procedures exempts the unit member from fulfilling the basic responsibilities of the applicable job description. The unit member is not entitled to representation in an observation/evaluation conference unless the unit member

reasonably believes such conference will lead to disciplinary action; in such case it is the unit member's responsibility to request such representation.

5. Except for March 15, the timeliness and deadlines set forth in this Article are for guidance only and shall not be deemed to be "of the essence" in interpreting or applying this Article.

Section 4.

Important Dates	**Requirements**
October 15th	Evaluation system explained to appropriate probationary and permanent unit members, and distribution of guide and necessary materials.
January 15th	Unit member's Interim Evaluation Form (C-4) for all unit members due in Personnel Office.
March 15th	Unit member's Final Evaluation Form (C-4) for probationary unit members due in Personnel Office.
30 Days Prior to the last scheduled School Day	Final evaluation conference for permanent unit members.
June 15th	Necessary forms filed in Personnel Office.

PVUSD and Teamsters Union Local 542, Support Group II, agree to meet, discuss, create and approve a new evaluation form and update Article 13 – Evaluation Procedures language.

ARTICLE 14 – SEPARABILITY AND SAVINGS

If any provisions of this Agreement are held to be contrary to law by an administrative tribunal or court of competent jurisdiction, inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of the Agreement will continue in full force and effect. Upon request of either party, the parties shall meet not later than twenty (20) days after such written decision by a court or tribunal to negotiate on the provision or provisions affected.

ARTICLE 15 – WORK STOPPAGE/NO STRIKE/NO LOCKOUT

Section 1. Intent.

It is the intent of the District and the Union to assure uninterrupted service to the public during the life of this Contract.

Section 2. No Lockout.

1. During the terms of this Contract, the District shall not engage in a lockout as a result of a labor dispute.
2. A layoff, shutdown or curtailment of service due to economic or business considerations of the District is not to be construed or found to be a lockout.

Section 3. Picket Lines.

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful labor dispute or refuses to go through or work behind a primary lawful picket line, including the picket line of Union's party to the Agreement and including picket lines at the District's place or places of business, provided said picket line has been sanctioned by Teamsters Joint Council 42.

Section 4.

Apart from and in addition to existing legal restrictions upon work stoppages, the Union hereby agrees that neither it nor its officers, officials, agents, or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wherever located, including but not limited to disputes which are subject to the grievance provisions of Article 8, disputes which are specifically not subject to the grievance provisions of Article 8, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Union and their respective officers, agents, representatives and responsible officials will do everything reasonable within their power to end or avert the same. Violation hereof will subject violators to legal and equitable judicial relief.

Section 5.

The Union hereby agrees that neither it nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever against the District during the life of this Agreement.

Section 6.

During the term of this Agreement, any unit member engaging in or assisting any strike, slowdown, work stoppage or other interference with the District's normal operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination. The District reserves the right to selectively discipline employees hereunder.

Section 7.

Also, in the event that the Union, members, agents, representatives, or persons acting concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article 8, the Union, and the unit members represented herein, shall be deemed to have waived the right to process the grievance and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE 16 – UNION RIGHTS/VISITATION BY AUTHORIZED AGENTS AND STEWARDS, CLARIFICATION AND DUTIES

1. An authorized Union agent shall have access to District premises subject to the regulations governing visitors to district sites and campuses.
2. The district agrees to recognize the appointed Union Steward and alternate subject to the following conditions: There shall be no more than one (1) steward and alternate at any one time during the life of this agreement and (2) within thirty days of ratifying this agreement, the Union will send the Personnel Office the names of the designated steward and alternate and (3) the Union will promptly notify the Personnel Office of any changes.
3. Subject to Article 8, section 12 of this Agreement, the steward or alternate may assist in the investigation, presentation and settling of grievances. Steward or alternate shall not be discriminated against for lawfully discharging the lawful duties assigned them by the Union.
4. The Steward or alternate shall have no authority to take strike action or any other work stoppage interrupting the District's business.
5. The District shall supply new employees with the name of the Steward and alternate, and shall inform the Steward or alternate and the Union of any new hires, discharges and recalls within 15 calendar days of the personnel action.
6. The Union shall have the right to use without charge a bulletin board designated in whole or in part for its use and located where bargaining unit employees work. The Union shall have the right of access to bargaining unit employee mailboxes; however, unless otherwise determined by PERB or a

court of competent jurisdiction, the Union does not have access to the district mail service.

7. Any literature to be distributed on site or posed must be dated and must identify the person or the Union responsible for its origin. The Union will provide the Assistant Superintendent, Personnel, with copies of all material to be distributed on site or posted.

8. The District will make available to the Union the non-confidential portions of the School Board Packet at least 72 hours in advance of a regular meeting and at least 24 hours in advance of a special meeting.

9. The Union shall have access to and the right to use District buildings at reasonable times so long as the District does not incur any additional costs connected with the union's use and so long as the Union agrees to reimburse the district for the costs of any necessary repairs as a result of the Union's use.

10. The Union's right of access to unit members is limited to reasonable times which do not interfere with the union members' work and that such access is outside of working time (during the time before and after work, breaks, and lunch).

11. There will be made available to the Union a total of six (6) days of leave annually for use of their designated representative(s) to attend official meetings scheduled by the Union. The Shop Steward or designee may have up to an additional either (8) days of leave (exclusive of released time for grievances and negotiations) at the Union's discretion provided the Union agrees to pay the cost of a substitute, if any.

12. A directory of Union personnel shall be made available to the Union no later than November 1 of each school year.

ARTICLE 17 – WAGES AND ITEMS RELATED TO WAGES

Section 1. Salary Schedule Placement Advancement and Structure.

1. The work year for Head Start Teachers will be 167 days per school year.

   Employee salary step advancement will continue without change.

   The District agrees to increase salary schedule 252 by four (4%) for the 2022-2023 school year.

   For the 2022-2023 school year, all current Bargaining Unit members shall receive an off schedule one time salary payment of $2,000, which will be paid to all unit members then in paid statues upon the approval of the evaluation form and updated contract language as indicated above. Unit member shall receive the one-time payment of $2,000 if the Evaluation Form is not completed by August 30, 2022.

2. **Initial Salary Placement:** Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by Personnel Department, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed college transcripts have been verified by the Personnel staff and written evidence of experience has been received.

   If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct step placement and appropriate

amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

Credit for up to six (6) years of approved service outside the District shall be allowed at the rate of one step for one year of comparable service, but in no case shall placement be made above step 7. All previous experience shall be verified by official statements from previous employers.

3. All degree and credits earned must be from accredited colleges or universities. For purposes of this Section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post-Secondary Accreditation (COPA), or Association of American Education.
4. All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step.

Regular full-time unit members, who in any one school year are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

Section 2. Extra Duty.

Unit members who serve in supervisory assignments at athletic events, dances, plays, and other after-school and evening school sponsored events do so for the benefit of students, the curriculum and job effectiveness. When made possible by generation of funds by school-sponsored events, school based personnel may be compensated in accordance with salary schedules established at each school.

Section 3. Travel Expenses.

Any unit member traveling to an authorized convention, meeting, conference, or visitation outside the valley shall use a District vehicle when available. When no District vehicle is available, the unit member shall be reimbursed at the IRS allowable rate per mile.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the IRS rate with prior approval of their supervisor.

Section 4. Hourly Rate of Pay.

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the current Teamsters Union Local 542 Contract hourly pay.

Section 5. Supervising Assignment or Coaching.

Employee who is directed to supervise or coach other teachers will be compensated an additional $2,000 stipend per year not to exceed one (1) teacher.

ARTICLE 18 – NON-DISCRIMINATION

Section 1.

Neither the District nor the Union shall discriminate against any employee because of sex, race, religion, sexual orientation, age, disability, national origin or veteran

status, nor on the basis of participating in lawful union activities or refusing or failing to participate in same.

ARTICLE 19 – NOTICE OF LAYOFF

Section 1.

Employees are subject to layoff for lack of work and/or lack of funds. Employees shall be laid off in the inverse order of seniority. A seniority list will be maintained by the district. The employee with the shortest length of service shall be laid off first. No permanent employee shall be laid off ahead of a probationary employee. For purposes of this clause "length of service" shall be measured from the first date of paid service in a probationary or permanent capacity in the affected classification unless there has been a break in service of 39 months or more, in which case "length of service" shall be measured from the reinstatement date following the break. In case of a tie, the employee with the greater length of service with the district shall be deemed the more senior; in case two or more employees remain tied seniority shall be determined by lot. Reductions in hours shall be governed by these provisions as well.

The District shall provide affected employees and the Union with at least sixty (60) calendar days notice of an impending layoff.

A permanent employee who has been laid off shall have a preferential right to re-employment for a period of up to 39 months following the effective date of the layoff. Such laid off employees shall be offered re-employment based upon length of service; the laid off employee with the greatest length of service shall be the first to be offered re-employment.

A laid off employee who rejects re-employment once shall be placed at the bottom of the list; a laid off employee who twice rejects employment shall be removed from the list.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

In the event of a conflict between the terms of this Agreement and any procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

ARTICLE 21 – ENTIRE AGREEMENT

The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

The Union agrees that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Union will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

ARTICLE 22 – DURATION

This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2024, and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties. In 2023-2024, either party may reopen Article 20, Wages and Items Related to Wages, plus two additional Articles.

This tentative agreement is subject to ratification by the Union membership and by the Board of Education.

DATED:

Palo Verde Unified School District

By: April Smith

Date: 4-21-23

Teamsters Union Local No. 542

By: Ruth Durel

Lattma Randall

Date: 4/21/23

APPENDIX "A" - WAGES
Palo Verde Unified School District
Certificated Head Start Teacher Salary Schedule

SCHEDULE 252 - Teamsters II - Early Childhood

DISTRICT 64 - PALO VERDE UNIFIED SCHOOL DISTRICT

BOT APPROVED: 6.28.2022

Schedule ID: 252 / Position Type: 1 / Effective Date: 07/01/2022

Schedule Based on 167 Days/Year

(Galaxy 4% increase applied to SCH 252 EFF. 7.1.2021)

Column	I	II	III	IV	V	VI	VII
Row	167 DAYS	CLASS I ASSOC.	CLASS II TEACHER	CLASS III MSTR TCHR	CLASS IV SITE SUPV	CLASS V SITE SUP +12	CLASS VI PROG. DIR.
1		27,933.623	28,758.975	29,610.976	30,487.135	31,389.923	32,319.411
2		28,830.077	29,682.098	30,548.069	31,466.108	32,399.388	33,358.078
3		29,763.368	30,644.559	31,551.180	32,485.731	33,448.213	34,438.645
4		30,696.64	31,605.80	32,542.87	33,506.63	34,499.59	35,523.01
5		31,709.906	32,648.271	33,615.836	34,612.612	35,639.820	36,696.270
6		32,720.632	33,690.740	34,688.766	35,717.276	36,777.529	37,868.265
7		33,770.728	34,771.317	35,802.348	36,865.143	37,959.691	39,085.973
8		34,861.474	35,895.057	36,960.383	38,057.463	39,186.286	40,350.665
9		35,968.701	37,036.579	38,134.919	39,267.544	40,433.194	41,635.661
10		37,138.152	38,240.306	39,375.484	40,544.925	41,748.673	42,989.237
11		38,325.388	39,463.097	40,633.820	41,841.360	43,084.456	44,364.390
12		39,550.690	40,725.227	41,935.319	43,182.238	44,465.974	45,786.516

APPENDIX "B" – INFORMATION
Palo Verde Unified School District

Permissible Uses of Service Fee.
The service fees charged by the Union to non-members covered by an agency shop arrangement is your fair share of the costs of sustaining the Local Union's broad range of programs in support of you and your co-workers. The service fee represents only that portion of the Union's expenditures devoted to collective bargaining contract administration, grievances and arbitration, and other matters affecting wages, hours and other conditions of employment. These are called "chargeable" expenditures and will include for example: the cost of negotiations with employers; enforcing collective bargaining agreements; handling employees' work related problems through informal meetings with employer representatives, the grievance procedure or hearings before administrative agencies; union administration; and litigation related to any of the above. The service fee is only for "chargeable activity".

Payroll Deduction.
Teamsters Local 542 will notify the District Manager, in writing, of the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. Upon completion of dues deduction, the dues shall be forwarded to Teamsters Local 542 forthwith.

Prohibited Uses of Service Fees.
The service fee collected by the Union from non-members shall not include any expenses incurred for political action and organizing expenses.

Procedure for Challenging Amount of Service Fee.
The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 S.Ct. 1066 (1986), with respect to the constitutional rights of non-member service fee payers. Accordingly, the Union agrees to do the following:

1. Give thirty (30) days advance notice to non-member service fee payers of the amount of the fee and a full explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise non-member service fee payers of an expeditious and impartial decision-making process before an impartial decision-maker mutually selected by the parties, whereby non-member service fee payers can object to the amount of the service fee.
3. Place the amount in dispute into an escrow account pending resolution of any objections raised by non-member service fee payers to the amount of the service fee.

Any dispute concerning the amount of the service fee and/or the responsibilities of the Union with respect to service fee payers shall not be subject to the grievance and arbitration procedures contained in a comprehensive of Agreement between the parties.

Financial Reporting: Requirements of the Union.
The Union shall keep an adequate itemized record of its financial transactions and shall make available, annually to the District the employees who are covered by an agency shop arrangement, within thirty-one (31) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by a certified public accountant.

Process for Rescinding: Agency Shop.
An agency shop arrangement may be rescinded by a majority vote of all the employees in the unit, provided that:

1. A request for such a vote is supported by a petition filed with the District Employee Relations Officer containing the signatures of at least thirty percent (30%) of the employees in the applicable unit; and
2. The vote is by secret ballot; and
3. The vote may be taken at any time during the term of the Agreement, but in no event shall there be more than one vote taken during the term of the Collective Bargaining Agreement.