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**PALO VERDE
Unified School District**

"Improving Learning...Together"

Collective Bargaining Agreement

between

The Palo Verde Unified School District

and

**The California School Employees Association
and its Chapter 111**

July 1, 2020 to June 30, 2023

DECEMBER 15, 2020 VERSION

NEGOTIATION TEAM MEMBERS

ASSOCIATION REPRESENTATIVES

Robert Figueroa, CSEA Chapter 111 President
Diana Vibanco, 1st Vice President
Sarah Sanchez, Treasurer
Christina Gonzales, Secretary
Stacey Klingensmith, Communications Officer
Angela McCaslin, Negotiations Team Member
Dale Wissman, CSEA Labor Relations Rep.

DISTRICT REPRESENTATIVES

Tracie Kern, Superintendent
Meliton Sanchez, Assistant Superintendent
April Smith, Director of Human Resources
Edward Singh, Director of Special Services
Christina Fabanich, Confidential Secretary II

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PREAMBLE

This Agreement is made and entered into this 1st day of July for the July 1, 2020 to June 30, 2023 period by and between the **PALO VERDE UNIFIED SCHOOL DISTRICT** (hereinafter “District”) and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** and its **PALO VERDE CHAPTER #111** or its successors (hereinafter “CSEA” or “Association”).

ARTICLE 1 RECOGNITION

- 1.1 The Palo Verde Unified School District (hereinafter referred to as “District”) hereby recognizes the California School Employees Association (hereinafter referred to as “CSEA” or “Association”) and its local Chapter #111 as the exclusive representative for the purpose of the Rodda Act (Government Code section 3540 et. Seq. Title I, Division 4, Chapter 10.7) for all classified employees holding positions described in Appendix A. Appendix A is attached hereto and incorporated by reference as part of this Agreement.
- 1.2 The assignment of newly created positions to the bargaining unit, except for those positions that are lawfully certificated, management, confidential or supervisory, shall be mutually agreed to between the District and CSEA.
- 1.3 The determination of management, confidential, or supervisory employees shall be made by the District. Disputed designations shall be submitted to the PERB for resolution.

ARTICLE 2 NO DISCRIMINATION

- 2.1 In accordance with state and federal law, no employee in the bargaining unit shall be discriminated against because of sex, age, religion, sexual orientation (as defined by state law), gender, marital status, ethnic group identification, race, ancestry, national origin, color, mental or physical disability, or any other protected class or activity (as provided by state and federal law). This clause shall recognize the District’s responsibilities to conduct its employment practices in a manner consistent with federal and state mandated affirmative action requirements.

ARTICLE 3

ORGANIZATIONAL SECURITY

- 3.1 **Payroll Deduction.** The Association shall have the exclusive right to payroll deductions, in accordance with the CSEA dues schedule, from its members' wages in this unit including regular dues and employee benefit program costs. Regular dues and employee benefit program costs may be deducted from the employee's individual paycheck.
- 3.2 **Questions Regarding CSEA Membership or CSEA Dues.** The District shall not interfere with the terms of any membership agreement between CSEA and the District's employee with regard to that employee's membership in CSEA. The District shall refer all employee questions about CSEA membership or CSEA dues to the CSEA Chapter 111 President or the CSEA Labor Relations Representative. In addition, District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, nor direct bargaining unit employees to any website that purport to do so, but instead shall simply refer any questions to the CSEA Labor Relations Representative. The District shall rely upon written notification from the Association prior to processing any dues revocation request.
- 3.3 **Confidentiality of Membership Information.** The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone number, and personal cellular phone number.
- 3.4 **Separation From Unit.** The provision of Section 3.1 shall not apply during periods when an employee is in out-of-pay status for more than thirty (30) days. If an employee is subsequently compensated for time originally or previously identified as out-of-pay status, the employee's appropriate and regular representational dues or fees for this time shall be deducted and paid to the CSEA. Any fraction of a month shall be counted as a full month.
- 3.5 **Changes in Dues.** Any changes in CSEA's base dues percentages or amounts will be submitted to the District, in writing, thirty (30) days prior to the effective date of such changes.
- 3.6 **New Employee Orientation and Bargaining Unit Data / AB 119 MOU.** The District and CSEA have agreed to an MOU implementing the provisions of AB 119, which is enclosed herein as an Appendix to this collective bargaining agreement. The parties AB 119 MOU includes provisions concerning employee orientation procedures and the regular provisions to the

Association of Bargaining Unit Data. The date, time, and place of any new employee orientation meeting shall not be disclosed to anyone other than the employees, the CSEA representative, or any vendor contracted to provide a service at the orientation.

- 3.7 **Indemnification.** CSEA and its Chapter 111 agree(s) to indemnify and hold harmless the District against any and all liabilities, claims, or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, for any claims made by the employee for deductions made in reliance on information provided by the CSEA to the District to cancel or change membership dues authorization, including reimbursement for all costs, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this Article. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 4 EMPLOYEE RIGHTS

- 4.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.
- 4.2 The District also agrees not to interfere with, restrain, or coerce employees because of the exercise of their rights guaranteed by Government Code Section 3540.
- 4.3 **Personnel Files:**
- 4.3.1 Personnel files of each employee shall be maintained at the central District Administration Office. The employee shall be given a copy of all reports and evaluations maintained in the employee's file by the supervisor. Such materials should bear the employee's signature as evidence that he/she has seen the material. Daily records or logs are management tools. All reports and evaluations to be used against an employee in a disciplinary hearing shall be filed in the employee's personnel file.
- 4.3.2 Employees shall be provided with copies of any written material ten (10) working days before it is placed in the employee personnel file. The employee shall be given reasonable time during working hours to read, initial, and date material without loss of pay. The employee has ten (10) working days to prepare a written response to be attached to the

material.

- 4.3.3 An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
- 4.3.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons outside of the employee's direct chain of command, who have examined the personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee. The log shall be maintained in the employee's personnel file.
- 4.3.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 4.3.6 Five years after placement in an employee's personnel file, derogatory materials, except for written evaluations, shall be placed in a separate envelope, sealed and marked CONFIDENTIAL; the contents of such envelope shall not be voluntarily released by the District except as required by law or lawful process; such materials older than two years may not be used as a basis for discipline nor in any disciplinary proceedings except as follows:
 - a. To demonstrate the employee's knowledge of relevant rules or policies;
 - b. If relevant to the issue of progressive discipline.

ARTICLE 5 ORGANIZATIONAL RIGHTS

- 5.1 CSEA shall have the following rights:
 - 5.1.1 The right of access at reasonable times to areas in which employees work.
 - 5.1.2 The right of the CSEA Executive Board to use without charge institutional bulletin boards,

mailboxes, email (subject to reasonable regulation by the District) and other District means of communication for the posting or transmission of information or notices concerning CSEA.

- 5.1.3 The right to use institutional facilities and buildings at reasonable times without charge so long as the use of such facilities or buildings does not result in the District incurring costs for cleanup or repair. Should such occur, CSEA shall reimburse the District for expenses incurred.
- 5.1.4 The right to review employee personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 5.1.5 The right of the CSEA President to be supplied with a complete “hire date” seniority roster by the District two times annually of all bargaining unit employees on or before July 31st and February 28th of each year of this Agreement.
- 5.1.6 Supervisors shall facilitate attendance at CSEA Chapter 111 meetings of night-shift bargaining unit workers by shifting the timing of the lunch hour not more than once per month during the regular school year to coordinate with the timing of the CSEA chapter meetings.
- 5.1.7 The District will provide to the Association a yearly total of 400 hours of annual release time for use by the Chapter President or his/her designee to attend to chapter business, including but not limited to chapter representational issues, official meetings scheduled by the state headquarters or Regional Field Office, conferences scheduled by the state headquarters or Regional Field Office and PERB hearings. Mandated-cost negotiations, discipline representations, and representations during the presentation (not investigation) of a grievance will not count towards the Association’s 400 hours of annual release time.
- 5.1.8 Upon notice to the District, the President or a reasonable number of her/his other designated chapter members may have additional release time for purposes of serving CSEA, including absence for attending periodic, state, special or regular meetings of the organization. Such absences may also include State organizational assignments, in addition to Association assignments specifically limited to the Palo Verde Unified School District. The Association shall reimburse the district for the compensation paid to such chapter members for such time under this subparagraph 5.1.11 in the form of wages and contributions to the Public Employees Retirement System. The Association shall provide

the District no less than two (2) working days' notice to utilize leave authorized by this section.

- 5.2 CSEA, if it desires, shall be entitled to membership on any community advisory committee initiated for the purpose of dealing with matters affecting classified bargaining unit members.
- 5.3 Within thirty (30) days after the execution of a new successor Agreement the District shall post the new Agreement on the District's website, and print and provide to CSEA without charge a sufficient number of copies of this Agreement to for every employee in the classified bargaining unit, which CSEA shall then distribute to current classified bargaining unit employees. For reopener agreements, the District shall post a current version of the collective bargaining agreement on the District's website within 60 days of ratification. Any employee who becomes a member of the classified bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment. Each employee in the classified bargaining unit shall be provided by the District, without charge, with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.
- 5.4 Upon request and no more frequently than at six (6) month intervals, the District and CSEA shall conduct a joint orientation session for newly hired employees to discuss matters contained in this Agreement.

ARTICLE 6 UNION STEWARDS

- 6.1 **Purpose:** The District agrees that CSEA shall have seven (7) union stewards and two (2) union steward trainees for the purpose of processing grievances. The district shall grant to the above "union stewards" release time as provided below in Section 6.3. The appointment of union stewards is for the purpose of promoting an effective relationship between the District and its classified employees by helping to settle problems at the lowest level of supervision.
- 6.2 **Notice of Union Stewards:** The Association will exclusively receive time off from duties for the processing of grievances herein for unit members who are designated as Association representatives, subject to the following conditions:
 - 6.2.1 CSEA shall notify the District in writing of the names of its designated Union Stewards and the group they will represent. By no later than thirty (30) days following the signing of this Agreement, the Association shall designate in writing to the Superintendent the

names of seven (7) unit members who are to receive the time off; changes shall be given to the Superintendent in writing as they occur.

6.2.2 In addition to the seven (7) names, the Association may, on an annual basis, provide the district with two (2) additional names for “trainees” subject to the following conditions: (a) the trainees shall not be current listed union stewards, (b) the trainees may attend meetings hereunder only as observers accompanying a listed union steward and (c) the appropriate listed union steward will notify the management representative in advance that he or she is planning to bring a trainee.

6.2.3 If a change is made in the designated union stewards, the District shall be advised in writing of such changes as soon as possible.

6.3 **Duties and Responsibilities of Union Stewards:** The following shall be understood to constitute the duties and responsibilities of union stewards:

6.3.1 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. After notifying his/her immediate supervisor, a union steward shall be permitted during working hours to leave his/her normal work area in order to assist in the presentation of a grievance. That time off shall be limited solely to one (1) designee representing a Grievant, and the grievant, in a conference with a management person; one union steward trainee (upon request) may also attend the conference provided, however, that the trainee and the designee are not from the same school site or department.

6.3.2 The union steward shall advise the supervisor of the grievant of his/her presence.

6.3.3 The union steward shall be permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with grievance procedure. Such consultation shall not take place during working time.

6.3.4 The union steward shall be entitled to a reasonable amount of release time to assist an employee in presenting a grievance to the management representative, before a mediator and/or in connection with an arbitration hearing. Such release time is limited to representing the grievant(s) and shall not be used for investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.

6.4 **CSEA Staff Assistance:** Union stewards shall be entitled to seek and obtain assistance from CSEA Staff Personnel, but not at District expense or on District time.

ARTICLE 7

HOURS AND OVERTIME

- 7.1 **Workweek:** For purposes of this Agreement a normal work week shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- 7.2 **Modifications to Shift Starting and Ending Times:** The District specifically reserves the right to change shift starting and ending times by up to one and a half (1.5) hours. Such changes shall only be made when there exists a legitimate business/operation need and/or to account for the presence or absence of students. Such changes shall not be made for disciplinary reasons.
- 7.2.1 In the event of an anticipated change in an employee's normal shift starting and ending time as defined above, the employee shall be given two (2) weeks advance notice of such change except in cases of emergency when such change is anticipated to be on a short-term basis. A copy of such notice shall be supplied to the Chapter President.
- 7.2.2 Any change in the employee's assignment from a normal workweek as defined above, shall be for a period of not less than eight (8) weeks.
- 7.2.3 Any change of an employee's shift starting and ending time pursuant to this Paragraph 7.2 shall not be done for the purpose of avoiding payment of overtime.
- 7.3 **Break Period Scheduling:**
- 7.3.1 **Summer Time Starting and Ending Times:** In order to avoid heat exposure in the hottest portion of the day, the District shall, during Summer Break periods, change the shift starting time to 5 a.m. for all Custodians, Maintenance Workers, Groundskeepers, Mechanics, and Purchasing and Warehouse personnel. In addition, the District shall reduce the unpaid, duty-free lunch break period from one hour to thirty minutes, resulting in an ending time of 1:30 p.m. for eight hour employees.
- 7.3.2 **Winter and Spring Break Starting and Ending Time:** During Winter and Spring Break periods, Night Custodians will switch to daytime working hours to share the same starting and ending times as day custodians for the duration of each break period.
- 7.4 **Workday:** Effective July 1, 2016 the length of the workday shall be initially designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours, which shall not be less than four (4) hours per day for five (5)

consecutive days, unless otherwise provided by law.

- 7.5 **Reduction in Assigned Time:** Any reduction in assigned time shall be accomplished in accordance with Article 16 – Layoff and Reemployment.
- 7.6 **Adjustment of Assigned Time:** Any employee in the bargaining unit who is directed to work an average of fifteen minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 7.7 **Lunch Period:** Unit members regularly scheduled to work more than four (4) hours daily shall be entitled to a daily lunch period of not less than one-half (1/2) hour and not more than one (1) hour during the shift. Timing of the lunch break shall be within management’s discretion but with due regard for current working conditions, commonly accepted hours of lunch and, where crews of employees are involved, crew preference. Management shall make every effort to avoid assigning work during the time set aside for the lunch break. However, if an employee is required to work through lunch he or she shall be entitled to either a rescheduled lunch period or early departure at the end of the day to be determined by the employee’s supervisor in order to make up for the lost lunch period. If such alternative is not available then the employee shall be appropriately compensated for the additional work time. There shall not be a reduction of regular work hours due to rescheduling lunch period.
- 7.8 **Rest Periods:**
- 7.8.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period except as provided for in Section 7.8.3 at the rate of fifteen (15) minutes per three and three quarters (3-3/4) hours worked or major fraction thereof.
- 7.8.2 Specified periods may be designated only when the operations of the District require someone to be present at the employee’s work site at all times.
- 7.8.3 Rest period of a total of thirty (30) minutes per shift on evening or special work assignments shall be scheduled according to job requirements.
- 7.8.4 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 7.9 **Rest Facilities:** The District shall make all existing lunchroom, restroom, and lavatory facilities available for classified employee use.
- 7.10 **Voting Time Off:** If an employee’s work schedule is such that it does not allow sufficient time

to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

- 7.11 **Overtime:** Compensation is available only for authorized and approved overtime assignments; in order for the overtime to be deemed authorized and approved the assigning supervisor must approve it in writing either prior to the work being performed or, in an emergency, no later than the beginning of the assigned employee(s) next regular shift.

Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift and in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

7.11.1 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6) consecutive day of work.

7.11.2 All hours worked on the seventh (7) consecutive day of work up to eight (8) hours shall be compensated at one and one half times the regular rate of pay.

7.11.3 All hours worked in excess of eight (8) hours on the sixth and seventh consecutive day shall be compensated at double (2) times the regular rate of pay.

7.11.4 All hours worked on holidays designated by this Agreement shall be compensated at two and one half (2-1/2) times the regular rate of pay. Any time worked over 8 hours on any holiday shall be compensated at three (3) times the regular rate of pay.

- 7.12 **Compensatory Time Off:**

7.12.1 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate Supervisor by mid shift of the day time card is due in Supervisor's Office. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 7.11 of this Article.

7.12.2 Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within the fiscal year in which it was earned. If the compensatory time has not been taken within the fiscal year in which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay. Employees shall not be permitted to accumulate more than sixty (60) hours of compensatory time off. Overtime work which would result in the employee having more than sixty (60) hours of compensatory time

shall be paid for, in wages at the applicable overtime rate.

- 7.13 **Overtime - Equal Distribution:** Effective July 1, 2003 at the particular school site or work location or centralized work assignment location (e.g., for M&O), employees who are interested in overtime shall sign up for a list to be posted; the list will be posted in order of seniority within the classification; for the first overtime assignment the most senior employee on the list shall be asked first; the requests shall then rotate down the list; an employee who accepts an assignment, refuses an assignment or who is not available for an assignment will be placed at the bottom of the list.
- 7.14 **Minimum Call in Time:** Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay stipulated in this Agreement. The District reserves the right to assign up to two hours work in the event the reason for the call-in does not require two hours work.
- 7.15 **Right of Refusal:** Any employee shall have the right to refuse any offer or request for overtime or call back, on call, or call-in time. Notwithstanding the employee right of refusal under this section, the District shall retain the right to unilaterally assign overtime to employees if efforts to assign such overtime have failed because of the exercise of employee rights of refusal under this section. Such district assignments shall begin with the least senior employee on the list as defined in Section 7.13 above.
- 7.16 **Standby Time:** All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
- 7.17 **Call-Back Time:** Any employee called back to work after completion of his/her regular assignment shall be compensated at the overtime rate to the next whole hour.
(Example: If an employee works thirty (30) minutes, he/she shall receive credit for working one full hour. If an employee works sixty-five (65) minutes, he/she shall receive credit for working two full hours.)
- 7.18 **Hours Worked:** For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.
- 7.19 **Swing Shift:** A shift differential of thirty-five cents (.35 cents) per hour shall be paid to employees whose regularly scheduled shift begins between 1:00 p.m. and 10:00 p.m. Such differential is not part of base pay for the purposes of promotion or computing salary increases. In the event an employee is filling in for a day employee absent for the day shift, the employee regularly assigned to the night shift shall not lose the .35 cents per hours swing-shift pay if

required by the District to fill in on the day shift.

- 7.20 **Increase in Hours:** In the event it should become necessary to assign additional hours to a part-time position on a regular basis, in a particular classification, the District shall first offer such assignment to employees in that classification as follows. When the District determines to assign additional hours to a part-time position on a regular basis the district will first offer those hours to the most senior employee in the classification. This may result in a transfer of work site for one or more employees. A senior employee may decline a District offer of more hours. In the event a more senior employee declines an offer of more hours, the District shall offer the hours to the next most senior employee in the classification until which time an employee agrees to the additional hours.

ARTICLE 8 PAY AND ALLOWANCES

- 8.1 A unit employee shall be paid an amount equal to the hourly wage for all work performed during the school year. The hourly wage will be calculated by dividing the average monthly wage enumerated in the salary schedule by 173.33. The hourly wage shall be included henceforth in the salary schedule, and shall be used for purposes of calculating an employee's overtime rate. In the event of separation from employment at any time other than at the completion of the employee's normal work year, the employee's final pay warrant shall reflect payment of an amount equal to the hourly rate for all hours worked during the fiscal year. The Parties understand and agree that this could result in a final pay warrant that reflects payment of an amount less or more than the hourly rate for all hours worked in an employee's final pay period.
- 8.1.1 The current salary schedule effective July 1, 2019 shall remain in effect for the 2020-21 fiscal year.
- 8.2 **Paychecks:** All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions and overtime.
- 8.3 **Error in Salary:** Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall, within five workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. In the event of a salary overpayment, within ten (10) workdays following a determination that an overpayment may have occurred, and upon notice by the District to the

employee and the CSEA Chapter President, the employee shall meet with the District and review District proposals for repayment.

- 8.4 **Special Payments:** Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons other than procedural errors, shall be made no later than the next pay period following notice to the payroll department.
- 8.5 **Pay Increases:** The District shall make a lump sum payment on a special warrant of an agreed upon retroactive wage increase, if any, resulting from this Agreement or any amendments thereto within forty-five (45) days, if possible, of the date of the Board ratification of the agreement or any amendments to the Agreement.
- 8.6 **Mileage:** Effective the first of the month following agreement, any employee in the bargaining unit who is required by the District to use his or her own vehicle on District business, shall be reimbursed at the then current IRS rate per mile for all miles driven in the course of performing services for the District.
- 8.7 **Meals:** Any employee in the bargaining unit, who, as a result of work assignment, must have meals away from the District, shall be reimbursed for the full cost of the meals in accordance with District policy, upon presentation of invoices and/or receipts.
- 8.8 **Lodging:** Any employee in the bargaining unit, who, in the course of performing services for the District, must lodge away from home overnight, shall be reimbursed by the District for the full cost of lodging in accordance with District policy, upon presentation of invoices and/or receipts.
- 8.9 **Advancement of Funds:** Upon timely request, the District shall supply advance funds for anticipated expenses incurred under sections 8.7 and/or 8.8 of this Article in accordance with District policy.
- 8.10 **Working Out of Class:** An employee temporarily assigned to perform duties of a higher classification shall be compensated for such work at the step in such higher class which reflects a minimum of 5% increase, or the first step of the appropriate salary range of the out-of-class position, whichever is greater, provided the employee is so assigned and performs the out of class duties for at least 25% or more of working day.

ARTICLE 9

EMPLOYEE EXPENSES AND MATERIALS

- 9.1 **Uniforms:** The District shall pay the full cost of the purchase, lease, rental, cleaning and

maintenance of uniforms; safety equipment, identification badges, emblems, and cards required by the District to be worn or used by bargaining unit employees subject to disciplinary action for noncompliance. The District shall report the full cost of any such required uniforms, safety equipment, and/or employee security and identification costs to CalPERS.

9.2 **Tools:** The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

9.2.1 Notwithstanding Section 9.2, if an employee is required to provide his/her own tools or equipment for use in the course of employment, the District agrees to provide a safe place to store tools and equipment.

9.2.2 The District shall provide an annual stipend of \$150 for the purchase of CalOSHA-compliant work boots for all Maintenance, Grounds, Mechanics, Purchasing Clerk, Technology Technician, Cafeteria Food Deliveryperson, and Storekeeper employees.

9.3 **Replacing or Repairing Employees' Property:** The District shall fully compensate all bargaining unit employees for loss or damage to personal property in the course of employment in accordance with current District policy.

9.4 **Non-Owned Automobile Insurance:** The District agrees to provide secondary personal injury and property damage insurance to protect employees in the event that employees are required to use other personal vehicles on District business.

9.5 **Physical Examinations:** Whenever the District requires a physical examination to be taken by a classified employee, either by rule or by its direction or the direction of its authorized District Administrator; or when a classified employee is required by law to submit to a physical examination for continuance in employment, the District shall either provide the required examination, cause it to be provided, or provide the employee with reasonable reimbursement for the required examination.

9.5.1 If the District requires a physical examination or an examination is required by law as a condition of pre-employment, it may cause the required examination to be given. It may, if an applicant is required to take a pre-employment physical examination, provide for reasonable reimbursement if the applicant is subsequently employed by the District.

ARTICLE 10

HEALTH AND WELFARE BENEFITS

- 10.1 **Annual Contributions and Health and Welfare Benefit Plans:** Effective October 1, 2020 2019, the District and CSEA have agreed to offer the following medical and life insurance plans, and effective July 1, 2020, the following dental and vision plans:

<u>Type of Coverage</u>	<u>Plan Name</u>
CVT Blue Shield PPO Plans	PPO Plan 2C
	PPO Plan 3C
	PPO Plan 5C
	PPO Plan 7C
	PPO Plan 9C
	Wellness Plan 1C
CVT Blue Shield HMO Plans	HMO Plan 2
	HMO Plan 3
Delta Dental Plan	Delta Dental
Anthem Dental	Anthem Dental
VSP Vision	VSP
MES Vision	MES
CVT Life Insurance	\$20,000

Beginning October 1, 2020, the District's maximum annual contribution for full-time, eight hour, benefit-eligible employees (pro-rated for less than full-time employees as per Article 10.3 below) towards the one (1) Medical Plan and life insurance plan, and effective July 1, 2020, towards one vision and dental plan, shall not exceed the amounts set forth in the chart below:

<u>Coverage*</u>	<u>Annual Cap</u>
Medical Plans	\$15,155.00*
Dental Plans	\$994.32
Vision Plans	\$138.72
Life Insurance	\$ 30.24
	(Not part of the annual cap)
<i>*Employees may enroll in one medical, dental, vision and life plan only.</i>	

*Beginning on January 1, 2021, the District's annual maximum contribution towards health and welfare plans will be adjusted on an ongoing basis to reflect the upcoming enrollment in the 2021 plan year of classified employees who opt-out of District medical insurance and enroll in subsidized Cover California, MediCal or Tricare plans as per Article 10.3 below:

0 to 3 Qualifying Opt-Outs: \$15,155.00
 3 to 6 Qualifying Opt-Outs: \$15,335.00
 6 to 9 Qualifying Opt-Outs: \$15,515.00
 +10 Qualifying Opt-Outs: \$15,695.00

- 10.1.1 In the event that premiums are higher than the District maximum contributions (i.e. the “cap”), employees shall pay the difference through automatic tenthly payroll deduction, unless and until negotiated otherwise.
- 10.1.2 Dual-employee married/domestic partnership couples that are both employed by Palo Verde USD in benefit-eligible positions that are less than six hours will receive the District’s pro-rata contribution levels as provided for below in Article 10.3. Each employee will select a plan from their group options. Where the medical premium exceeds the District contribution, each employee will be individually responsible for that amount of the premium exceeding the District contribution through tenthly payroll deduction. For Dental and Vision benefits provided through the Regional Employer Employee Partnership (REEP), one employee in the marriage/domestic partnership will enroll as the subscriber, while the spouse or partner will be a dependent on that policy, with one District contribution total for both spouses/partners.
- 10.1.3 In the event that a “single payer,” or other state or national insurance plan is signed into law, which requires change in the District’s H&W contributions, the District and Association shall immediately enter into negotiations regarding health and welfare benefits, and the implementation of any “government,” “single payer” or “Medicare-type” plan.
- 10.2 The District and CSEA shall maintain an advisory insurance committee for the purpose(s) of reviewing all updated insurance data and alternative health plans and recommending changes in health insurance plans, if any, to each parties’ negotiations teams. The committee shall be comprised of two members from the District and two members from the Association appointed by the respective parties.
- 10.3 A full-time employee is defined as an employee regularly assigned eight (8) hours per day. The District pro rata contribution on behalf of less than full-time unit members shall be determined by dividing the part-time unit member’s hours per day by six (6). For example, a four-hour unit member would be entitled to a District contribution equal to 4/6ths of the district’s maximum contribution for Medical, Dental and Vision coverage as stated in Article 10.1 above. In no event shall a unit member receive more than the District maximum contribution as stated in Article 10.1 above. If the less than full time unit member elects not to participate in the Medical Plan, the District contribution may be used to pay the full premium for the Dental and/or Vision Plan

provided the district's maximum contribution, after pro-rata calculations if applicable, is sufficient to pay such premiums. Beginning unit employees shall be able to opt-out of mandatory health insurance benefits as per the Plan Administrator's (CVT's) policies as follows:

10.3.1. All less than 8 hour eligible bargaining unit members.

10.3.2. All 8 hour bargaining unit members who have continuously shown proof of alternative employer group coverage obtained through a spouse or registered domestic partner since June 30, 2012.

10.3.3. Beginning October 1, 2020, 8 hour per day employees who enroll in a subsidized single, two party or family plan through Covered California, including a MediCal plan and TriCare plan which covers the employee themselves, may opt-out from mandatory participation in California Valued Trust's (CVT's) medical plan offerings. Enrollment in a subsidized Covered California Plan or a MediCal plan will be considered a Qualifying Life Event (QLE) for the purposes of changing or modifying the employee's health insurance plan options through the District. Enrollment or loss of an alternative health insurance plan through Covered California, including in a MediCal or TriCare plan, shall be considered a Qualifying Life Event (QLE).

10.4. Beginning July 1, 2014, for benefit-eligible employees working at least seven hours per day with at least 15 years of service in the District, who are 60 years of age, the District shall provide a contribution towards post-retiree district medical benefits (not dental or vision) until the age of 65 or eligibility for Medicare (whichever comes first) not to exceed 90% of the District maximum health and welfare contribution for active benefit-eligible employees.

ARTICLE 11 VACATIONS

11.1 **Eligibility:** All permanent employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis.

11.2 **Paid Vacations:** Except as otherwise provided in this Article, paid vacations shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, with approval by the District, the paid vacation shall be granted in the fiscal year in which it was earned.

11.3 **Accumulation:** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules.*

- 11.3.1 From the first month of employment through the fourth year of service, vacation time shall be earned and accumulated at the rate of 1.20 days of vacation for each month of service, not to exceed 14.5 days per fiscal year.
- 11.3.2 Commencing with the fifth year through the tenth year of service, vacation time shall be earned and accumulated at the rate of 1.5 days vacation for each month of service, not to exceed 18 days per fiscal year.
- 11.3.3 Commencing with the eleventh year of service, vacation time shall be earned and accumulated at the rate of 1.80 days vacation for each month of service, not to exceed 22 days per fiscal year.

Twelve Month Employees

1 month through 4 years	14.5 days vacation
5 years through 10 years	18 days vacation
11 years and above	22 days vacation

Eleven Month Employees

1 month through 4 years	13 days vacation
5 years through 10 years	16.5 days vacation
11 years and above	20 days vacation

Ten Month Employees

1 month through 4 years	12 days vacation
5 years through 10 years	15 days vacation
11 years and above	18 days vacation

Nine Month Employees

1 month through 4 years	11 days vacation
5 years through 10 years	13.5 days vacation
11 years and above	16 days vacation

- 11.3.4 Vacation time as listed above shall be earned and accumulated for all employees in the employ of the District.

- 11.4 **Vacation Pay:** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had the employee been in a working status, with the exception of overtime compensation.
- 11.5 **Vacation Pay Upon Termination:** When a permanent bargaining unit employee is terminated for any reason, he/she shall be entitled to all unused vacation pay earned and accumulated up to and including the effective date of termination.

11.6 Vacation Postponement:

11.6.1 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, the employee may request that his/her vacation date be changed and the District shall grant such request in accordance with the vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year or he/she may elect to receive compensation for all vacation earned and accumulated during the fiscal year.

11.6.2 Absent an emergency at the level of a natural disaster, war, strike, fire, plague, earthquake, etc., an employee shall not be required to postpone a scheduled and approved vacation; this does not prevent management from requesting that such be done under compelling circumstances but the employee is not required to postpone.

11.6.3 If for any reason, a bargaining unit employee does not take all or any of his/her accumulated vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year or paid for subject to the following conditions: the amount not taken shall be paid in cash only upon submission of a written request by the employee no later than June 1, except that no request is required for the District to pay in cash for any amount which would cause the employee's thirty (30) day carryover limitation to be exceeded.

11.7 Vacation Carry-over: Except as provided in Section 11.6.3, vacation days earned under this Article may be accumulated and carried over to the following school year for future use. In no case, however, shall an employee be allowed to accumulate and carry into the ensuing school year vacation days, which when added to their annual earned vacation time, total more than thirty (30) days of vacation.

11.7.1 The employee shall be paid in cash at his/her current hourly rate for any days in excess of the thirty (30) day limit mentioned above in section 11.7.

11.7.2 No employee of the bargaining unit shall suffer a loss of accrued vacation days because of the implementation of this section.

11.8 Holidays: When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall not have his/her accrued vacation reduced by the number of holidays falling during the scheduled vacation.

11.9 Vacation Scheduling:

11.9.1 All employees shall submit to their respective supervisors their proposed vacation days (including at least one alternative) for the following fiscal year on or before July 1 of each year. The Supervisor shall establish the department's vacation schedule by seniority on or before August 15 of each year. Each department shall post the vacation schedule as soon as it is established. The provisions above in this section 11.9 do not restrict an employee from requesting changes to his/her vacation schedule or from requesting additional vacation days, provided such requests are received by his/her supervisor no later than five (5) business days prior to the date of the requested vacation day(s). The supervisor will not deny any reasonable request by an employee for a vacation day. Nine and ten-month employees shall not be prohibited from requesting vacation leave at other non-school and/or non-student days within their scheduled work year.

11.9.2 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the longest service with the District shall be given his/her preference.

11.10 **Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination of vacation leave.

11.11 **Vacation Usage:** Each July 1, a permanent employee, including employees serving a promotional probationary period, may use vacation which he or she is scheduled to earn during the following 12 months in advance of having earned it. However, an employee who has not completed six months of initial employment shall accrue vacation pay, but is not considered "vested" with vacation pay, and as such cannot use vacation pay until completion of his/her initial six months of District employment. If an employee leaves the service of the District and has taken vacation which had not yet been earned at the time of termination, the District shall be entitled to deduct from the employee's final check the full amount of wages paid for such unearned days of vacation actually taken.

ARTICLE 12

PAID HOLIDAYS

- 12.1 **Holidays During the School Year:** All employees covered by this Agreement shall be paid for the following holidays if they were in a paid status on the last day of their normal assignment before the holiday, or the first day of their normal assignment after the holiday:

Independence Day	1 Day
Labor Day	1 Day
Admission Day	1 In lieu of day after Thanksgiving
Veterans Day	1 Day
Thanksgiving	1 Day + in lieu day
Christmas Eve	1 Day
Christmas Day	1 Day
New Year's Eve	½ Day
New Year's Day	1 Day
Martin Luther King, Jr. Day	1 Day
Lincoln Day	1 Day
Washington Day	1 Day
Spring Recess	1 Day
Memorial Day	1 Day
Total	13 ½ Days

For the purpose of this section, “normal working assignment” means that time between the first day that the employee was required to report to work in the fiscal year (July 1 - June 30) and the last day of assignment in that year.

- 12.1.1 **Holidays During the Summer:** If an employee covered by this Agreement was in a paid status on either the day before or the day after the following holiday, he/she shall be paid for that holiday:

Independence Day

For the purpose of this section, “paid status on the day before or after” shall mean the day before the holiday or the day after the holiday on which the central office of the District is open for business (excluding holidays, Saturdays and Sundays not worked).

- 12.1.2 Time during which an employee is excused from work because of holiday, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee for the purpose of determining paid status.

- 12.2 For purposes of each year this Agreement is in effect, holidays listed in section 12.1 above shall be granted, notwithstanding that different dates will be involved each year.

ARTICLE 13

LEAVES

- 13.1 **Bereavement Leave:** Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. Such requests shall be made within a reasonable length of time after the death of the family member. The leave may be for a period of up to five days. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, brother-in-law and sister-in-law of the employee, or any relative of either spouse living in the immediate household of the employee. "Immediate family member" shall also include domestic partner, (as defined by California Family Code section 297), in-laws, aunts, uncles, nieces, nephews or a person who has acted "in loco parentis" to the unit member or the spouse of the unit member. Up to three (3) days additional leave will be granted if the travel distance exceeds 200 miles to attend or arrange for the funeral.
- 13.2 **Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 13.3 **Sick Leave:**
- 13.3.1 Leave of absence for illness or injury: An employee employed five (5) days a week by a school district shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for fiscal year of service.
- 13.3.2 An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 13.3.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as a number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 13.3.4 Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day of illness. Should the absent employee be a part-time employee of the District, he/she shall receive the same pay which would

have been received had the employee worked his/her regular part-time shift.

13.3.5 Credit for sick leave need not be accrued prior to taking such leave when such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than one day per month for the first three months of employment in the District.

13.3.6 If an employee does not take the full amount of sick leave allowable in any year under this section, the amount not taken shall be accumulated from year to year.

13.3.7 The employee may convert unused sick leave to retirement credit in accordance with Government Code section 20862.5 or its successor if the employee is filing a request for retirement.

13.3.8 An employee must notify the District no less than one (1) hour prior to the start of the employee's workday to permit the District time to secure substitute services, unless the employee is medically unable to do so or when the illness or injury arose less than one (1) hour prior to the start of the workday.

13.4 **Pregnancy Disability Leave:** Disability leave connected with or resulting from pregnancy shall be charged to the employee's accumulated sick leave at the election of the employee. Disabilities under this section shall be:

- (a) Diagnosed and verified in writing to supervisor by a recognized medical practitioner or health consultant.
- (b) Communication in writing must include employee's name, name of medical practitioner or health consultant, business address and phone number, as well as the estimated time the employee 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.

13.5 **Industrial Accident and Illness Leave:**

In addition to any other benefits that an employee may be entitled to under the Worker's Compensation Laws of this state, employees shall be entitled to the following benefits:

- 13.5.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employees shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness

occurred.

13.5.2 Payment for wages lost on any day shall not, when added to an award granted an employee under the Worker's Compensation Laws of this state, exceed the normal wage for the day.

13.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation Laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

13.5.4 Upon sufficient verification either by medical certification and/or subsequent performance, or other proof satisfactory to the District, any employee who returns to work from leave taken on account of industrial accident or illness, shall be reinstated at his/her position without loss of pay or benefits.

13.6 **Entitlement to Other Sick Leave:** Pursuant to Education Code Section 45196, bargaining unit employees shall be credited annually with one hundred (100) days of additional sick leave. Such days shall be counted as, and run concurrently with, the first day of absence due to injury or illness. Upon the exhaustion of an employee's own accumulated sick leave as provided for under Article 13.3 above, then, in that event, additional sick leave up to the maximum 100 annual days shall be paid at fifty percent (50%) of the employee's regular salary. Such additional sick leave days do not accumulate from year to year.

All other paid leave, such as vacation and compensatory time, shall be accounted for separately from the employee's own accrued sick leave and additional 50% sick leave under this section; however, the employee may elect to take a portion of his/her accumulated paid leave, such as vacation or compensatory time, which, when added to his/her 50% salary, will result in payment to him/her of not more than his/her full salary.

13.6.1 The District may require the employee to submit proof of illness or injury for the purpose of this section. The District may take whatever action it deems appropriate should it discover that an employee has improperly claimed the use of this section.

13.6.2 CSEA agrees that the purpose of this section is to provide bargaining unit members with additional protection against long term illness and/or injury and thus agrees that bargaining

unit members should not abuse this section.

13.6.3 The District reserves the right to have the unit member examined by a physician of its choice at any time to determine whether or not the unit member's illness or injury qualifies as long term. In such cases, the District shall pay the cost of the examination made by its physician whose decision shall be final. A unit member may be required by the District to submit a doctor's certificate of proof of illness by the third consecutive work day of absence that the long term illness or injury commences.

13.7 **Break in Service:**

13.7.1 No authorized absence exercised pursuant to any provision of this Article, in which the employee remains in paid status, shall be considered as a break in service for any employee. Further, all benefits accrued under the provisions of this Agreement shall continue to accrue during such authorized absence. For non-full-time employees, benefits shall continue to accrue during authorized paid absence on a ratio basis consistent with the level of benefits provided for under Article 10 – Health and Welfare Benefits.

13.7.2 No period of unpaid authorized absence of less than one hundred and twenty calendar days shall be considered a break in service for the purposes of determining length of service with the District.

13.8 **Personal Necessity Leave:** Any days of absence earned for sick leave under section 13.3 of this Article may be used by the employee at his/her election, in cases of personal necessity. No earned leave in excess of seven (7) days, however, may be used in any school year for the purposes enumerated in this section. Should the Education Code be changed to reduce the allowable number of personal necessity days, the contract will be modified to reflect the change. Personal necessity leave may be used for the following reasons:

13.8.1 For the death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 13.1 of this Article.

13.8.2 For accident, involving his/her person or property, or the person or property of a member of his immediate family.

13.8.3 For appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

13.8.4 For such other reasons which may be prescribed by the Governing Board.

13.8.5 Three (3) of the seven (7) days available may be utilized by the member at his/her own discretion subject to the following conditions:

- a. Such days shall be charged against accumulated sick leave and personal necessity leave;
- b. At least forty-eight (48) hours written notice shall be required unless extenuating circumstances occur which prevent such notice being given; in that event, the unit member shall make every reasonable effort to give advance notice;
- c. There shall be no accumulation from year to year of such days;
- d. The Supervisor retains the right to refuse the unit member's request of a certain day if, in the opinion of management, too many unit members select the same day;
- e. The leave may not be taken for purposes of personal convenience or recreation, nor can it be used to extend a holiday or vacation nor during the first five school days or the last five school days of the school year;
- f. Unit members shall not be required to provide reasons for the use of such days; the purpose of such days is to provide unit members with leave for personal business which is of a sufficiently sensitive nature that the unit member does not want to confide in supervision.

13.9 **Family Illness:** Any regular full-time employee shall be allowed annually (non-cumulative) up to three (3) days of leave with full pay in the event that serious illness or injury incurred by a member of the employee's family requires the immediate and actual presence of the employee with the ill or injured person. For purposes of this section "family" shall include only mother, father, spouse, son, daughter, brother, sister, mother-in-law, or father-in-law of the employee, or any relative of the employee or of the spouse of the employee living in the immediate household of the employee.

13.10 **Family Leave:** The District shall comply with the Federal Leave Act and the California Family Rights Act, and will provide no less than four months of unpaid leave every 24 months or 12 weeks of unpaid leave every 12 months, whichever results in more leave. If such leave is used for the unit member's own serious health condition, it shall run concurrently with any other illness or injury leave required by the California Education Code. Pregnancy Disability Leave as defined in the Government Code shall be in addition to the above referenced leave(s). "Family Leave" means: (1) birth and care for the employee's child; (2) adoption or placement of a foster child; (3) care for a seriously ill child, spouse or parent; or (4) a serious health condition of the employee making him/her unable to perform job duties.

13.11 **Parental – Child Bonding Leave:** As provided under California Education Code Section

45196.1, full and part-time unit members shall be entitled to parental leave as set forth in this section.

13.11.1 For purposes of this section, “parental leave” shall be defined as leave for reason of the birth of the unit member’s child, or the placement of a child with the unit member for adoption or foster care.

13.11.2 Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks. A unit member is also entitled to use his or her vacation leave in taking parental leave, if the employee chooses to do so.

13.11.3 A unit member who has completed one year of employment with the District, and who has exhausted all current and accumulated sick leave, but who continues to be absent due to child-bonding as defined under the California Family Rights act (CFRA; Government Code section 12945.2), he/she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period in accordance with the limits found in Article 13, Sections 13.3 and 13.6 of this agreement.

13.11.4 Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period. If a fiscal year concludes before 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent fiscal year.

13.11.5. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.

13.11.6. Except for extenuating circumstances, a unit member shall give at least ten (10) working days’ notice of the birth of a child and intent to take parental leave under this section.

13.11.7. Leave shall be taken in increments of at least two (2) weeks’ duration except that the District shall allow for periods that are less than two weeks on two occasions during the 12-workweek leave. Leave initiated under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

13.12 **General Leave:** When no other leaves are available a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District.

13.13 **Notice of Exhaustion of Leave:** The District shall give thirty calendar days’ written notice prior to an employee’s exhaustion of remaining sick leave, or prior to exhaustion of leave which will result in the loss of medical benefits and/or being placed on a 39 month re-employment list. If the District fails to provide such notice it shall not change the amount of leave remaining to the

employee.

13.14 **Catastrophic Sick Leave Bank:** To be an eligible participant of the Catastrophic Sick Leave Bank (“Bank”), a permanent classified employee must donate one (1) day of sick leave during the open enrollment period of its first year of operation and one (1) day each year thereafter. If the total number of days in the Bank exceeds 1000 at the first of September of any year, members who have previously donated will be exempted from donations that year. New members wishing to enter the Bank will be required to donate one (1) day during the open enrollment period in the year they join regardless of the total number of days in the Bank.

13.14.1 Sick leave day contributions will be authorized on the appropriate form and continued from year to year under the provisions addressed below until cancelled by the classified employee. No sick leave may be surrendered or drawn for purposes of summer school.

13.14.2 Following the initial enrollment, a classified employee may only join the Sick Leave Bank during the annual open enrollment period during the month of September.

13.14.3 Classified employees otherwise eligible for Catastrophic Sick Leave during the initial open enrollment period may apply for a donation from the Bank without making a prior donation.

13.14.4 Donations of sick leave days to the Bank shall be irrevocable. Sick leave, which is donated under this section, shall be deducted from the accrued sick leave.

13.14.5 Subject to all terms and conditions herein, a permanent classified employee may donate up to five (5) additional days per year, earmarked for a specifically named employee who is eligible to draw from the Bank. If the sick leave day donation for specifically named employees is refused by the Catastrophic Sick Leave committee, the donation form will be returned to the donor and the sick leave days will not be deducted from the donor’s sick leave account.

13.14.6 A catastrophic injury or illness shall be defined as: any injury or illness which incapacitates a classified employee for an extended period of time (in excess of sixty [60] calendar days), based upon competent medical evidence.

13.14.7 A classified employee who qualifies for catastrophic injury or illness leave may not draw upon the Bank until all fully paid illness or injury leave is exhausted. A classified employee who has exhausted full paid sick leave, but still has differential leave, is eligible for a partial supplement from the Bank. The District shall pay the classified employee full pay and the Bank shall be charged the one-half sick day. This shall not

exceed the amounts allowed as maximum below.

- 13.14.8 Leave from this Bank may not be used for illness or disability, which qualifies the classified employee for Worker's Compensation Leave, and his/her own full paid leave.
- 13.14.9 Once the days earmarked for specifically named employees have been exhausted, the maximum number of workdays allowed by one (1) member for a single catastrophic injury/illness shall not exceed forty (40) workdays. The classified employee may request an additional forty (40) days should the condition continue by filing an additional request for consideration to the Committee. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Association and/or Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.
- 13.14.10 The classified employee who receives leave from the Bank shall furnish all requested medical information deemed necessary by the joint Catastrophic Sick Leave Bank Committee ("Committee"). The Committee determines the employee's eligibility to receive donated leave under this section. Upon request by the Committee, the classified employee shall submit a "Classified Sick Leave Bank Request for Withdrawal" form for the release of medical information. The Committee shall be entitled to obtain an independent medical evaluation to determine a classified employee's right to receive leave from the Bank.
- 13.14.11 A classified employee who wishes to donate sick leave shall submit a "Classified Sick Leave Bank Deposit" form with the Payroll department. This form authorizes the donation to the Bank and the assignment of the leave to the Bank or a specified individual. No surrender or assignment shall be effective until approved by the Joint Catastrophic Sick Leave Bank Committee. The decision of the Committee shall not be subject to the grievance procedure, but may be reviewed upon appeal to the committee.
- 13.14.12 A classified employee who has submitted a request to donate sick leave, and a classified employee who receives leave from the Bank, shall each execute an agreement satisfactory to the Committee. The agreement will confirm the understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each classified employee agrees to indemnify and hold the Committee harmless from any claim, demands, or causes of action related to the donation.
- 13.14.13 No action taken by the committee under this section shall be subject to the grievance

procedure of the agreement. The committee shall be comprised of four (4) members, two (2) appointed by the District and two (2) appointed by the California School Employees' Association, Chapter 111 (CSEA). A classified employee dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave Plan herein provided, may submit a request for an appeal for reconsideration with additional supportive documentation. No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) days after the action or decision in question. A tie vote represents a denial of the request.

13.14.14 The Committee shall have no jurisdiction to hear any request which is not submitted within the required time frame. The committee shall review timely matters which are submitted to it. The Committee shall prepare a written report regarding the matter submitted to it. The report shall be submitted to the District Board of Education as an information item.

13.14.15 The Committee shall be responsible for informing classified employees of solicitation for donations earmarked for the Bank.

13.14.16 If any provision of this section is held to be unlawful, then this entire section shall be null and void. This section supersedes any obligation of the District under Education Code section 44043.5.

13.15 **Transfer of Sick Leave:** Any bargaining unit employee who has been an employee of another school district for a period of one (1) calendar year or more and who accepts employment with Palo Verde Unified School District within one (1) year of terminating employment with the prior district shall have transferred to this District the total amount of earned and unused sick leave for illness or injury remaining to the employee from the prior district. This section shall not apply to employees who were terminated for cause from the prior district.

13.16 **Jury Duty:** An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee shall remit his/her jury duty fees to the District and the District shall pay the employee's regular salary. The employee may retain the amounts, if any, paid for mileage, meal, and or parking allowance.

ARTICLE 14

LEAVES OF ABSENCE FOR RETRAINING AND STUDY

14.1 The District may grant any classified employee a leave of absence not to exceed one year for the

purpose of permitting study by the employee or for the purpose of retraining the employee to meet changing conditions within the District.

- 14.2 The Governing Board may provide that such leave of absence shall be taken in separate six (6) month periods or in any other appropriate periods, rather than for a continuous one-year period; provided, that the separate periods of leave of absence shall be commenced and completed within a three-year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 14.3 No leave of absence shall be granted under this Article to any employee for study purposes who has not rendered service to the District for at least seven consecutive years, or for retraining purposes who has not rendered service to the District for at least three consecutive years preceding the granting of the leave, and no more than one such leave of absence shall be granted in each seven-or-three year period, respectively. The District may prescribe standards of service which shall entitle the employee to this leave.
- 14.4. Any leave of absence granted under this Article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this Article.
- 14.5 Every employee granted a leave of absence pursuant to this Article may be required to perform such services during the leave as the Governing Board of the District and the employee may agree upon in writing.

ARTICLE 15

FILLING OF VACANCIES, TRANSFER, PROMOTION, AND RECLASSIFICATION

- 15.1 **DEFINITION:** For purposes of this Article, the term “Transfer” shall mean a change in location of job site within the same classification.
- 15.1.1 **Criteria for Transfer and Promotion:** In considering competing requests for a vacancy the District shall consider the following:
- a. Applicants’ skills and abilities;
 - b. Nature of Applicants’ prior experience;
 - c. Disciplinary record, if applicable;
 - d. Two most recent evaluations, if applicable;

- e. Length of time performing the same or similar jobs;
- f. Length of service with the District;
- g. Applicable legal obligations.

The District will select among competing candidates based upon a review of applicable criteria as listed above; if two or more of the leading candidates are current employees and the District, in its sole judgment and discretion, determines that their qualifications are equal then, in that event, the District will select the candidate with the greater length of service with the District.

15.1.2 The District's obligation first to consider current employees does not alter the District's right simultaneously to recruit outside the District nor does it alter the District's right to select from outside the District provided it has first considered the applications of current district employees.

15.2 **Involuntary Transfer:** An employee may be transferred for the good of the service, from one (1) position to another in the same classification at the discretion of the Director of Human Resources, provided that the employee and the Association have received two weeks' notice of such action, and provided that such involuntary transfer shall not be taken for punitive or disciplinary reasons, unless pursuant to the Discipline Article of this Agreement. A unit member affected by such transfer shall be given notice as soon as possible and a conference will be held between the appropriate supervisor and the unit member in order to discuss the reason for the transfer. Transfers may be made where the District has a legal obligation to make such transfer. This provision shall not be interpreted as being a waiver of CSEA's right to negotiate the effects, if any, of an involuntary transfer(s).

15.3 **VACANCIES:** The following procedures shall apply in filling vacancies within the bargaining unit:

15.3.1 **Posting of Notice:** Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The position vacancy notice shall remain posted for a period of 10 full working days, during which time unit members may file for the vacancy.

15.3.2 **Notice of Contents:** The job vacancy notice shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, regular assigned work shifts, days per week, and months per year assigned to the position, the salary range, and the deadline for filing.

- 15.3.3 **Voluntary Transfer:** Before filling any vacancy in the bargaining unit, the District shall first consider any written requests by unit members for a voluntary transfer to the site location where the vacancy exists. In any such case, the unit member desiring a voluntary transfer must submit a written request therefor within the 10-day posting period.
- 15.3.4. **Use of Substitutes:** Vacancies in regular unit member positions may be filled on a temporary basis by substitutes for not more than sixty (60) calendar days. The determination to fill or not fill a vacancy shall continue to be at the discretion of the District. If a vacancy is to be filled, the District shall actively recruit to find a qualified applicant as soon as possible.
- 15.4 **Medical Transfer:** The District may give alternative work when the same is available to an employee who has become medically unable to satisfactorily perform his/her job class duties, subject to a medical examination. The alternate work may constitute a promotion, demotion, or lateral transfer to a related class, but it shall not be initiated without concurrence of the District and the employee involved.
- 15.5 **Promotion:** Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a ten (10) percent increase in salary as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.
- 15.6 **Classification and Reclassification Review Committee:**
Between November 1 and November 30 an employee requesting reclassification may submit his/her request to a classification committee consisting of two (2) employees appointed by the District and two (2) appointed by the Association. The committee may, if it deems appropriate, temporarily add a District and/or Association representative from the department or classification involved in the request.
- 15.6.1 The Committee will consider the request through appropriate review of the following: job description, actual duties, comparable work in other districts, interview of the employee, and interviews of fellow employees and supervisor.
- 15.6.2 If the committee recommends against reclassification, that recommendation represents the final step in the process. If the committee recommends reclassification, the recommendation will be presented to the respective bargaining teams for consideration during negotiations. Committee decisions and recommendations are specifically excluded from the contractual

grievance/arbitration procedure. If the committee unanimously recommends reclassification, that decision shall not be presented to bargaining teams.

15.6.3 Any request considered by the committee, regardless of its recommendation, may not be resubmitted for at least three (3) years following the committee's review, if such review covered an entire classification or job family. The same three (3) year rule will apply to individual requests, unless the individual presents to the Committee evidence of a material change in duties and responsibilities since the prior review; in such case, the request may be resubmitted after a two (2) year wait.

15.6.4 Subject to mutual approval the Committee may utilize an outside consultant in connection with specific reviews.

15.6.5 **Procedures.**

- a. A reclassification request may be initiated by the employee or his/her supervisor.
- b. All requests for reclassification must be submitted on the "Classification Questionnaire" form and any supporting materials submitted to the Office of Human Resources by the deadline for action. Forms are available from the Office of Human Resources.
- c. If the Committee reaches a unanimous decision in its recommendation, the Committee will render its decision to the Office of Human Resources and the CSEA Chapter President no later than May 1st. The Committee's unanimous recommendations shall be considered negotiated for EERA-purposes, and shall not be forwarded to the District nor CSEA's negotiating teams.
- d. If the Committee is not unanimous in the recommendation, only that issue(s) which has not been agreed upon unanimously by the Committee will be forwarded to CSEA and the District's negotiating teams, provided however, that the issue(s) is within the scope of representation.

15.6.6 **Salary Placement Due to Reclassification.** In no event shall upward reclassification result in a loss of pay for a classified employee, and in no event shall the reclassification change the employee's anniversary date for the purposes of earning salary step increases. Unless agreed upon differently by the committee, the reclassification accomplished by the Reclassification committee shall become effective July 1st of the next fiscal year.

ARTICLE 16

LAYOFF AND REEMPLOYMENT

- 16.1 **Reasons for Layoff:** Classified employees may be laid off for lack of work or lack of funds.
- 16.2 **Notice of Layoff:** The District shall notify both the Association and affected employee(s) in writing prior to any planned layoff. Normally, such notice will be sixty (60) days prior to the effective date of layoff. Notice may be shorter under conditions specified by the Education Code. The notice period shall begin with the date of mailing or the date of delivery by hand, in lieu of mailing. Any notice of layoffs shall specify the reason for layoff and identify by name and classification the employee(s) designated for layoff.

When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of work or funds, the District shall provide such employees and the Association written notice on or before April 29; however, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff. The notice period shall begin with the date of mailing or the date of delivery by hand in lieu of mailing. Any notice of layoff shall specify the reason for layoff and identity by name and classification the employee(s) designated for layoff. The notice shall also contain a summary of reemployment rights and the employee's bumping rights, if any. An employee who has received a layoff notice shall, upon request, be entitled to meet with a representative of the Office of Human Resources.

- 16.3 **Order of Layoff:** When a classified employee is laid off, the order of layoff within the classification shall be determined by seniority calculated on the basis of first day of paid service in a probationary or permanent position in the classification, plus higher classes. The employee, who has been employed the shortest time in the classification plus higher classes, shall be laid off first. If two (2) or more employees subject to layoff within a classification have equal seniority in the classification (including higher classes), the determination as to who shall be laid off will be made first on the basis of the greater hire date seniority to any bargaining unit classification. If there is still a tie, the next determination as to who shall be laid off will be made on the basis of the original hire date in the District in any capacity, including service in a non-bargaining unit classification. If there is still a tie, drawing by lot will be utilized. The District shall not use the number of daily working hours or work year as a tie-breaker.

- 16.4 **Bumping Rights:** An employee laid off from his/her present classification may bump into the next equal or lower classification(s) in which the employee has greater seniority. The employee may continue to bump into such equal or lower classes to avoid layoff provided the employee has worked previously in the lower class position.
- 16.5 **Reemployment Rights:** Reemployment shall be in the reverse order of layoff. Laid off persons are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be reemployed prior to new applicants. In addition, they shall have the right to apply for promotional positions according to Education Code section 45298. Employees who accept a reduction of hours in lieu of layoff shall receive twenty-four (24) months in addition to the thirty-nine (39) months on the reemployment list.
- 16.6 **Seniority Roster:** The District shall provide California School Employees Association, Chapter 111, with an updated seniority roster annually by January 31 as well as before the effective date of the layoff. The District shall also supply the list to each site representative for posting. Any errors noted by the employee must be called to the Human Resources Department's attention in writing by March 15. The seniority roster shall indicate each employee's class seniority and hire date within his/her class.
- 16.7 **Notification of Reemployment Openings:** Any classified employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening in the classification from which the employee was laid off. Such notices shall be served by personal service or certified mail to the last known home address. Employees on reemployment lists may also apply for any posted vacant position and shall be reemployed in any vacancy for which he/she qualifies and applies and shall be reemployed in preference to new applicants.
- If offered employment, an employee shall notify the District of his/her intent to accept or refuse employment within forty-eight (48) hours following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice. The District agrees to post job opening in a timely fashion upon the District's website.
- 16.8 **Offers of Reemployment:** Within the thirty-nine (39) month period (or sixty three [63] months, if applicable), employees shall be eligible for two (2) offers of reemployment. If the second offer is turned down, the employee will be removed from the reemployment list. Refusal of an offer of less pay, or fewer number of hours, or work year in the same classification shall not affect the standing of any employee on a reemployment list.

All sick leave accumulated prior to the effective date of layoff shall be credited back to the employee's records upon reemployment with the District.

- 16.9 **Seniority Accrual During Layoff:** Upon return to work, all time during which an employee was in laid off status, that shall be counted for seniority purposes not to exceed thirty-nine (39) months, in addition to seniority earned prior to the effective date of layoff, except that during such time the employee will not accrue vacation, sick leave, holidays, or other leave benefits. Accrued but unused sick leave shall be credited to the employee's account upon reinstatement.
- 16.10 **Retirement in Lieu of Layoff:** Any classified employee eligible for retirement may elect to accept service retirement in lieu of layoff without loss of reemployment rights as provided in this agreement, provided written notification is given to the District of such election.
- 16.11 **Layoff in Lieu of Bumping – Letter of Recommendation:** An employee who elects a layoff in lieu of bumping shall maintain his/her re-employment rights as defined under this Article. Upon request the District will provide an appropriate letter of recommendation for a laid-off employee seeking other employment.
- 16.12 **Maintenance of Benefits:** Incumbent employees whose hours hereafter are involuntarily reduced shall not thereby suffer a reduction in the percentage of the District's contribution to health and welfare benefits due to the involuntary reduction in hours until the earliest of the following occurs:
- A. Thirty-nine (39) months from the effective date of the reduction in hours/work year; or
 - B. Until the employee declines two offers of employment to a position with the same work hours and work year as the position that was previously reduced.
- Upon the earliest occurrence of (A) or (B) above, the employee's health benefits shall then be prorated as per current hours in accordance with Article 10.3.
- 16.13 **Priority Considerations for Vacancies:** All laid-off persons shall receive priority consideration for any vacancy for which he/she qualifies and applies before consideration is given to any outside applicant. In addition, employees on reemployment lists may apply for any posted vacant position, whether of a higher or lower classification from his/her last held position.
- 16.14 **Applicable Provisions:** In addition, the parties agree that all other provisions pertaining to layoff and reinstatement found in the California Education Code shall be applicable to any layoff and reinstatement.

ARTICLE 17

GRIEVANCE PROCEDURE

17.1 DEFINITIONS:

17.1.1 **Grievance:** A grievance is an allegation by a unit member or members or by the Association and/or Association president or president's designee that he/she/they have been adversely affected by a violation of the specific provisions of this Agreement.

17.1.2 **He/She/They:** The phrase 'he/she/they' includes a unit member or members upon whose behalf the Association, Association president or designee files such a grievance.

17.1.3 **Day:** A day upon which unit members are regularly scheduled to work.

17.1.4 **Immediate Supervisor:** The lowest level supervisor or management employee having immediate jurisdiction over the grievant or from whose department the alleged grievance has arose.

17.2 **General:** Actions to challenge or change the policies of the District as set forth in written Board Policies or Administrative Regulations and Procedures must be undertaken under separate legal process. Other matters for which a specific method of review is provided by law, by the Rules and Regulations of the Board of Trustees or by the Administrative Regulations and Procedure of this District are not within the scope of this procedure.

17.2.1 Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

17.2.2 The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

17.2.3 If a grievance arises from action or inaction above the level of the grievant's immediate supervisor, the grievant, subject to the applicable time limits, may submit the grievance in writing to the Superintendent or his/her designee. Nothing herein shall prevent or preclude the grievant from attempting to resolve the grievance through an informal conference with his/her immediate supervisor subject to applicable time limits.

17.3 GRIEVANCE LEVELS:

17.3.1 **Informal Level:** Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through informal conference with the immediate supervisor under

whose department the grievance has allegedly arisen. Such conference, as well as actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place with the applicable time limits as outlined in Level I below.

- 17.3.2 **Level I:** No later than ten (10) days following the act or omission giving rise to the grievance; or, no later than ten (10) days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor.

The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the Agreement allegedly involved, and the specific remedy sought.

The immediate supervisor shall communicate a written decision to the employee within ten (10) days after receiving the grievance. Within the above time limits, either party may request a personal conference with the other party.

- 17.3.3 **Level II:** In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Superintendent or his/her designee within ten (10) days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

The Superintendent or his/her designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the above time limits, the grievant may automatically proceed to the next level.

- 17.3.4 **Optional Level III:** If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days, submit to the Superintendent, a written request for mediation of the grievance. In the event, the Superintendent shall, within ten (10) days following receipt of such request, submit to the California State Conciliation Service a written request for the immediate services of a mediator.

The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. At the outset of this process, the mediator shall schedule and hold an Informal conference at which time the parties to the grievance shall submit to the mediator a clear, concise written statement of the reasons for his/her appeal to the mediation process.

If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.

If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to Level IV. However, this level may be waived by the grievant.

- 17.3.5 **Level IV:** If the grievant is not satisfied with the disposition of the grievance at level II, or in the event of mediation Level III, the grievant may, if not the Association, request in writing that the Association submit the grievance to binding arbitration within ten (10) days after the conclusion of Level II or Level III. A copy of such request shall be simultaneously served upon the Superintendent. Within thirty (30) calendar days after receipt of such request from the grievant (when not the Association), the Association, by written notice to the Superintendent, may elect to submit the grievance to binding arbitration. In the event the Association is the grievant, CSEA shall have thirty (30) calendar days after the conclusion of Level II or Level III to submit the grievance, by written request to the Superintendent, to binding arbitration.

In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Within ten (10) days of receiving the list, the Association shall either meet with the District's representative or telephone the District's representative to select an arbitrator. The parties shall alternately delete from the list until one (1) name remains, and said last named shall be selected as the arbitrator. Within fifteen (15) days of selecting the arbitrator, the Association shall submit to the District a list of five (5) alternate hearing dates, which shall be forwarded to the arbitrator.

The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions, and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. In the event the issue of arbitrability is raised,

it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.

The arbitrator's decision shall be submitted to the District and CSEA for review and implementation.

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

17.4 REPRESENTATION:

17.4.1 Grievant Representation: A unit member may be represented at all levels of the grievance procedure by himself/herself or, at his/her option, by a representative provided by the Association. If a unit member is not represented by the Association or its representative, the District shall not agree to a resolution of the grievance without first providing the Association with a copy of the grievance, the proposed resolution, and an opportunity to respond.

17.4.2 Representative Conditions: Please See Article 6 – Union stewards.

ARTICLE 18 WORKING CONDITIONS

- 18.1 Special Trip Assignments:** Subject to section 18.2 of this Article, the District shall rotate special trip assignments in accordance with three pre-established trip boards (local, out of district, the weekends and holidays). These trip boards shall contain the names of all regular bus drivers who wish their names placed on a particular trip board. Special trip assignments shall begin with the first name on the list with the next trip assigned to the next individual in line. Order of placement on a list shall initially be established by seniority in the classification among those employees qualified for the particular type of trip or equipment. When a special trip is canceled due to a malfunction of a bus in route, that driver will not lose his/her place in line for the next trip.
- 18.2** In those instances where it is felt by the Transportation Supervisor that unusual circumstances exist concerning a special trip assignment, the Transportation Supervisor shall have the prerogative to assign another qualified employee. Prior to assigning employees in a classification other than bus driver, the Transportation Supervisor shall assign qualified bargaining unit bus drivers on a rotating basis. With the exception of the Transportation Supervisor, all special trip

assignments which involve the use of District funds, shall be assigned to a classified unit member or qualified substitute.

- 18.3 **Day/Night Custodian:** Custodians may bid on all Custodian vacancies. Bidding shall take place on the basis of seniority within the classification. In the event there is more than one vacancy, including vacancies created through bidding contemplated in this section, the District shall conduct a single, group bidding opportunity by seniority in lieu of the “flying and filling” provisions found in Article 15.3 – Vacancies.
- 18.4 **Calendar Committee:** CSEA shall have the same number of representatives to the Calendar Committee as PVTAs and equal voting rights with PVTAs.

ARTICLE 19 SAFETY

- 19.1 **District Compliance:** The District shall conform to and comply with all mandatory health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 19.2 A safety committee shall be formed composed of two (2) members appointed by the District and four (4) members appointed by CSEA. The above committee shall review health, safety, sanitation and working conditions. The Committee shall make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.
- 19.3 **Release Time:** The bargaining unit members of the committee shall be allowed reasonable release time to carry out their obligations under Section 19.2.
- 19.4 Any violation shall first be reported to the immediate supervisor. If there are no corrective measures visible, the violation is to be reported to the Director of Personnel within two (2) days. If no progress is made then the violation shall be reported to the District Superintendent within two (2) days. Said report shall be in writing. On the fifth (5) day, if no corrective measures have been taken, the employee may contact the outside agency having jurisdiction in the matter. At no time in this procedure shall the employee be intimidated or ridiculed for following proper procedure.

ARTICLE 20 TRAINING

- 20.1 The District may provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of the employees in the bargaining unit.
- 20.2 **In-Service Training Compensation:** Employees voluntarily taking part in an in-service training program shall receive compensation at their regular rate of pay up to the maximum amount of hours in their regular work day. Regular rate of pay shall be calculated from the current salary schedule. This section relates to training programs requiring substantial travel time and shall not be construed to limit the District's authority to require employees to participate in an in-service program.
- 20.3 **Travel Time Compensation for Mandatory Out-of-Town Training:** Mandatory Out-of-Town trainings will be compensated at the appropriate rate for travel time to and from the training, provided that total compensation for the day (training plus travel) does not exceed eight (8) hours. If travel time plus training is less than eight (8) hours, the employee shall be compensated for actual time unless such time is less than the employee's regularly scheduled work day. If the training time is greater than eight (8) hours, the employee shall be compensated at the appropriate rate only for the training time.

ARTICLE 21 SAVINGS PROVISION

- 21.1 If any provisions of this Agreement are held to be contrary to law by a final legislative act, by a court of competent jurisdiction, or by PERB, or if any such provision(s) is deemed not valid, all other provisions will continue in full force and effect.
- 21.2 In the event of suspension or invalidation of any provision of this Agreement, and so long as such provision has not been determined to be outside the scope of representation, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 22 NEGOTIATIONS

- 22.1 **Commencement of Negotiations:** Within five (5) days of satisfaction of the public notice requirement, and not later than sixty (60) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 22.2 **Impasse:** Should the parties not be able to agree upon the terms of a new Agreement, either party may initiate impasse proceedings in accordance with Section 3548 of the Government Code.
- 22.3 **Release Time for Negotiations:** CSEA Chapter #111 shall have the right to designate seven (7) employees who shall be given reasonable release time to participate in negotiations.
- 22.4 **Agreement of Parties:** This Agreement constitutes the complete understanding between the parties for the term of this Agreement. This Agreement terminates and supersedes all previous agreements concerning the matters covered herein. The parties agree that the understandings and agreements arrived at through negotiations as set forth fully and completely herein. Except as specifically provided in this Agreement, during the term of this Agreement, neither party shall be required to negotiate with respect to any matter covered in this Agreement.

ARTICLE 23 CONCERTED ACTIVITIES

- 23.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the Association or its officers, agents, or members during the term of this Agreement. Nor shall there be compliance with a request by any other labor organization to engage in such activities.
- 23.2 The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 23.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 23.4 During the term of this Agreement, the District agrees not to lockout employees.

ARTICLE 24

DISTRICT RIGHTS

- 24.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. The exercise of these powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 25

EVALUATIONS AND PROBATIONARY PERIODS

- 25.1 All bargaining unit members shall be evaluated by a District-designated supervisor.
- 25.2 Permanent unit members shall be evaluated at least annually.
- 25.3 The initial probationary period for employees new to the District shall be six (6) months or 130 days, whichever is less. Employees serving their initial probationary period shall be evaluated at least once during the six initial probationary period. This section shall have no effect on procedures relating to termination of probationary unit members which are governed exclusively by the Education Code.
- 25.4 Bargaining unit employees, who are promoted to a different classification, shall serve a promotional probationary period of six (6) months in the new classification. Such unit members shall be evaluated at least once during the probationary period. An employee serving a promotional probationary period, who subsequently fails to satisfactorily complete their promotional probationary period, shall be returned to their previous position. Nothing in this article restricts the District from disciplining employees as per Article 26 – Disciplinary Procedures of this Agreement.
- 25.5 Evaluations shall be based upon the knowledge and observation of the evaluator whenever possible.
- 25.6 Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made.
- 25.7 The unit member shall have the right to review and respond to the evaluation.
- 25.8 All evaluations shall be signed by the evaluator and by the unit member. By signing the evaluation form, the evaluator and the unit member certify that they have met and discussed the evaluation.

- 25.9 A unit member who wishes to respond to the evaluation may file a written response and/or request a meeting within ten (10) working days after receiving the evaluation to review the matter with the Superintendent or designee.
- 25.10 One (1) copy of the completed evaluation form shall be given to the unit member. The original evaluation report will be placed in the personnel file of the unit member. The District evaluation form is appended hereto as Appendix C.
- 25.11 The evaluation procedures herein shall be subject to the grievance procedure, but the evaluation itself and the content thereof shall not be grievable.

ARTICLE 26

DISCIPLINARY PROCEDURES

- 26.1 **Grounds of Discipline:** The following are examples of performance or behavior that may result in disciplinary action. This list is representative and does not exhaust all possible situations where disciplinary action may be required.
1. Dishonesty, including but not limited to any deliberate falsification or misrepresentation, misleading, or incorrect information in connection with the preparation of the District records such as employment applications, time sheets, or payroll records.
 2. Stealing, sabotage, willful damage, abuse, or destruction of District property, tools, or equipment, or the property or equipment of supplier, customer, or another employee, or failure to report any of the above.
 3. Removal or use of District property or the personal property of others without proper authorization.
 4. The personal use of District material, time, personnel, or equipment.
 5. Use, possession, sale, or being under the influence of alcohol or illegal drugs during assigned working hours or while on District property, or reporting to work under the influence of alcohol or illegal drugs.
 6. Unauthorized use, possession, conveyance, or storage of any firearms, explosives, or other dangerous weapons.
 7. Insubordination, including actions involving a resistance to, or defiance of, or refusal to follow the lawful directive of a supervisor.
 8. The use of abusive or threatening language or conduct toward fellow employees, supervisors, suppliers, customers, citizens, or students.

9. Causing damage to or loss of District property or the property of others through willfulness or carelessness.
10. Leaving regularly assigned work location without first securing immediate supervisor's permission (restrooms excepted).
11. Excessive or unexcused absenteeism or tardiness.
12. Abandonment of position: Five (5) consecutive workdays.
13. Failure to observe working hour schedule, starting time, quitting time, rest and meal periods.
14. Unsatisfactory or negligent job performance.
15. Any action inconsistent with District Governing Board policies.
16. Any act which endangers, or tends to endanger, the health, safety or the life of an employee or others or interferes with the proper completion of work by the District or by other employees, including failure to obey District health and safety rules.
17. Misuse or abuse of leaves of absence, including but not limited to, pattern and/or frequency of usage, or where it is reasonable to conclude that absences are not due to reason(s) for which such leave is authorized.
18. Unsafe operation of any motor vehicle or machinery on District property or while in the District service.
19. Smoking on District grounds or property and/or while operating District vehicles or equipment.
20. Distributing literature or soliciting on District property during working time without permission of the immediate supervisor.
21. Suspension, revocation, or expiration of any license, certificate or other credential which is required for the employee's continuing employment in a position.
22. Conviction of a sex or narcotics offense as prescribed by the relative provisions of the Education Code and Health and Safety Code, or other felony; a plea of guilty, or conviction following a plea of *nolo contendere* is deemed to be a conviction within the meaning of this section, unless the employee has completed a court-mandated diversion program or as otherwise provided by law.

26.2 **Discipline:** Discipline shall be defined as termination of a permanent employee, or suspension without pay, involuntary demotion and/or involuntary transfer taken for punitive or disciplinary reasons or other remedy other than oral warning, written report of incident, or written reprimand of any classified employee. The existence of forms of discipline, short of termination, in no way

limits the District's authority to terminate an employee for serious offenses, or for repeat conduct, behavior, or performance.

26.2.1 The District reserves all rights guaranteed to it under Education Code concerning the termination or discipline of probationary employees.

26.2.2 Layoffs, reduction in assigned time in lieu of layoff, paid administrative leave, voluntary demotions and bumping are not considered "Discipline."

26.3 **Immediate Discipline:** Employees may be immediately relieved from duty when, through their own action, they have created situations wherein they may not reasonably be expected to perform competently, or where their continued presence poses a threat to their own health or safety and/or the health and/or safety of others. Such conditions include, but are not limited to:

1. Reporting to work intoxicated or in physical or mental condition that would impair performance.
2. Assaultive behavior or insubordination where immediate suspension is necessary to restore and/or maintain order and discipline.

In such emergency conditions, the pre-disciplinary process should be initiated as soon as possible, but need not occur prior to relieving the employee from duty without loss of compensation. At the discretion of the District, such employee may be allowed to return to work at any time pending the pre-disciplinary process.

26.4 **Employee Right to Representation:** Any time an employee is to be disciplined or to be interviewed concerning a matter which the employee has reason to believe may lead to discipline; he/she has the right to 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 this stage.

26.5 **Pre-Disciplinary Policy:** The pre-discipline policy will apply in all cases of termination, involuntary demotion, suspension without pay, or involuntary transfer taken for punitive or disciplinary reasons.

26.5.1 **Notice of Proposed Action:** The employee will receive a written notice of the proposed disciplinary action.

26.5.2 **Reasons for Proposed Action:** The employee will be given the reason(s) for the proposed disciplinary action.

26.5.3 **Materials Supporting Proposed Action:** The employee will be given a copy of, or be

provided access to, written materials, reports, and documents, if any, upon which action is based.

26.5.4 **Pre-Skelly Notice and Right to Respond:** The employee will be accorded his/her “Skelly” right to respond, either orally or in writing or both, either in person or through a representative, within a reasonable time period (ten (10) days in most instances), and to a level of management who can effectively recommend that the proposed disciplinary action be taken or not taken. Prior to this meeting, the employee shall be served a “Pre-Skelly Notice” that is compliant with this Section 26.5, including notification of his or her rights pursuant to this Section.

26.5.5 **Post-Skelly Notice and Right to a Hearing:** After the Skelly conference, the Employee shall receive notice of the Skelly Officer’s decision and notification as to the intended recommendation to the Board. This shall be referred to as a “Post-Skelly Notice.” The Post-Skelly Notice shall include the date of the proposed recommendation, a Statement of Charges and materials compliant with this Section 26.5, the recommendation of disciplinary action to the Board, a statement of the employee’s right to request a hearing, and a form to enable the employee to submit such a request. The employee will be notified of the Skelly Officer’s decision even if no disciplinary action is recommended.

26.6 **Hearing on Suspension, Involuntary Demotion, Involuntary Transfer for Disciplinary Reasons, and/or Dismissal of Permanent Employee:** This section applies only to permanent employees. The District reserves all rights guaranteed to it under Education Code concerning the termination or discipline of probationary employees.

26.6.1 **Request for Hearing:** The Post-Skelly Notice shall notify the employee of his/her right to hearing as provided in this article. The employee or his/her representative may submit a request to the Superintendent in writing within ten (10) working days after service of the Post-Skelly Notice. A form shall be provided to the employee with the statement of charges, the signing of which shall constitute a demand for a hearing. The Board shall not take action on the recommended discipline until the expiration of the ten (10) day period to request a hearing. In the event of any appeal, the Board shall not take action on the recommended discipline until which time a final decision is rendered by the Board, the Board’s hearing officer, or the binding arbitrator.

26.6.2 **Hearing Timelines:** The Board’s designee shall, within twenty (20) calendar days after

receiving the request for hearing, shall schedule a hearing before a Hearing Officer, which shall occur as soon as possible, but need not occur within the initial twenty day timeline reserved for the scheduling of the Board or designee's hearing itself. The employee shall be given at least ten (10) working days written notice of the time and place of the hearing and such hearing shall be closed unless the employee submits a written request for public hearing.

26.6.3 **Role of Hearing Officer:** The Hearing Officer shall preside over the hearing and rule on questions of procedure and evidence. Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her.

26.6.4 **Evidence:** The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs.

26.6.5 **Application of Hearing Officer's Decision:** The Hearing Officer's decision shall be advisory and in writing and shall set forth his/her findings of fact, his/her reasoning, and conclusions. The Hearing Officer's authority shall be limited to deciding the issues submitted by the parties; the Hearing Officer shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this agreement or the written policies, rules, regulations, and procedures of the District.

26.7 **Binding Arbitration:**

26.7.1 As an alternative to the procedure set forth in Section 26.6 above, CSEA may request to submit the appeal to binding arbitration. CSEA must submit such a request in writing to the Director of Human Resources within thirty (30) calendar days after the employee submits a Request for Hearing as per Article 26.6.1 above.

26.7.2 The Binding Arbitrator shall be selected by the mutual consent of the District and the Association. If the parties are unable to mutually agree upon the selection of an arbitrator, the District shall contact the California State Mediation and Conciliation Service ("CSMCS") to request a panel of seven individuals preferably with experience in public school district discipline. Within ten (10) working days of receiving the list, the employee or his/her designated representative shall either meet with or telephone the District's representative to select an arbitrator. The parties shall alternatively delete from the list

until one (1) name remains, and the last name remaining shall be selected as the arbitrator.

The District representative shall promptly notify CSMCS of the parties' selection.

26.7.3 The Binding Arbitrator shall conduct the hearing in accordance with 26.6.3 through 26.6.5 above, and the Binding Arbitrator's authority is subject to the same limitations as provided for in 26.6.4 through 26.6.5 above, except that the arbitrator's written decision shall be final and binding.

26.7.4 The fees and expenses of the Binding Arbitrator shall be paid one-half by the District and one-half by the Association.

26.8 **Failure to Appear:** Failure by the employee to appear in person for any scheduled hearing under sections 26.6 or 26.7 of this article shall constitute a waiver of the employee's right to a hearing to appeal the disciplinary action.

26.9 **Discipline Policy Application:** This procedure shall not be construed to diminish the District's authority to take disciplinary action in accordance with the law, including such actions as are authorized by Education Code Sections 44010, 44011, and 44940.5.

ARTICLE 27

PROFESSIONAL GROWTH INCREMENT

27.1 Employees shall be eligible to apply for professional growth increments upon successful completion of fifteen (15) semester units (a minimum of 270 class hours) of course work or the equivalent thereof in other forms of approved training. A unit member applying for a professional growth increment shall submit transcripts or other proof of course work acceptable to the District, as part of the application for the increment.

27.2 In order to be eligible for increment credit, all courses must have the prior written approval of the Superintendent or designee. Such courses shall be taken during non-duty hours and at the unit member's expense.

27.3 In order to qualify for increment credit, the course must be related to the unit member's job assignment and result in a benefit to the District. The District, in its sole discretion, may approve courses unrelated to the unit member's present job assignment in extraordinary cases where a benefit to the District is anticipated through a future change in the unit member's assignment.

27.4 In the event approval of a particular course is denied, the unit member shall have the right to appeal to the Professional Growth Committee, which shall consist of two unit members, the

Superintendent or designee, and one site administrator. The appeal must be filed with the Superintendent, within ten (10) calendar days after the unit member receives notice of the denial. The Committee shall evaluate the proposed course and make a recommendation to the Superintendent, who shall make a final decision and notify the unit member within ten (10) calendar days after receiving the Committee's recommendation.

- 27.5 Units must be earned at accredited colleges, universities, trade schools or a District-approved adult education program.
- 27.6 In order to receive increment credit, the unit member must complete the course with a grade of "C" or better, or a "pass" grade.
- 27.7 A total of four professional growth increments of \$300.00 annually (maximum of \$1,200.00) may be achieved through voluntary participation in the professional growth program.
- 27.8 Professional growth increments may not be awarded more frequently than every two years to any individual unit member.
- 27.9 The professional growth increment shall be implemented on the first day of the month following approval of the unit member's application, payable in equal installments over a period of one year. For example, a ten-month unit member with one professional growth increment shall be paid at the rate of \$30.00 per work month for each increment.
- 27.10 This Article shall apply prospectively and shall not have retroactive effect.

ARTICLE 28

TERM OF AGREEMENT AND REOPENER

- 28.1 The term of this Agreement shall be from July 1, 2020 through June 30, 2023, and shall continue in effect from year to year thereafter unless amended, modified or terminated as provided herein. Any party wishing to amend, modify, or terminate this Agreement shall send written notice to the other of its intentions to do so between any March 1 and March 31. Thereafter the parties shall meet and negotiate in a good faith attempt to reach agreement for a successor collective bargaining agreement.
- 28.2 **Reopeners:** Between March 1 and March 31, 2021 and March 1 and March 31, 2022, the Association and/or the District may each propose contractual changes in connection with Salaries and Health and Welfare Benefits and two (2) non-salary, non-health and welfare Articles. Any party wishing to negotiate a reopener or successor agreement shall send written notice to the other

of its intentions to do so no sooner than March 1st, and no later than March 31st, in any year in which the reopener agreement negotiations commence. Any party wishing to negotiate a successor agreement shall send written notice to the other of its intentions to do so no sooner than March 1st, 2023 and no later than March 31st, 2023.


- 28.3 The mid-term re-openers under section 28.2 above shall not affect the existence and/or continuity of the provisions of this Agreement. Except as specifically provided herein, the remaining provisions of the parties' 2017-2020 agreement shall be incorporated unchanged into the successor agreement.

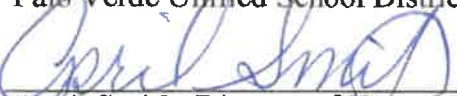
SIGNATURE PAGE


This December 15, 2020 Version of the 2020-2023 Collective Bargaining Agreement is effective July 1, 2020 and was ratified by the California School Employees Association Chapter 111 membership on November 16, 2020, and by the Palo Verde Unified School District Board of Education on December 15, 2020.

For Palo Verde USD


Tracie Kern, Superintendent
Palo Verde Unified School District


Meliton Sanchez, Assistant Superintendent
Palo Verde Unified School District

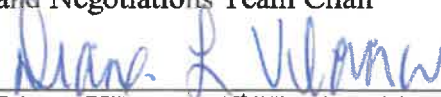

April Smith, Director of Human Resources
Human Resources Department


Edward Singh, Director of Special Services
Special Services Department



Christina Fabanich, Confidential Secretary II
Human Resources Department

For CSEA and its Chapter 111


Robert Figueroa, President
and Negotiations Team Chair


Diana Vibanco, 1st Vice President
and Negotiations Team Member


Sarah Sanchez, Treasurer
and Negotiations Team Member


Christina Gonzales, Secretary
and Negotiations Team Member


Stacey Klingensmith, Communications Officer
and Negotiations Team Member


Angelina McCaslin, Negotiations Team Member


Dale Wissman, Labor Relations Representative
California School Employees Association

SCHEDULE OF APPENDICES

APPENDIX A:	RESOLUTION GRANTING RECOGNITION
APPENDIX B:	SALARY SCHEDULE
APPENDIX C:	PERFORMANCE EVALUATION REPORT
APPENDIX D:	APPROVED CONTRACTUAL GRIEVANCE FORM
APPENDIX E:	NEW EMPLOYEE ORIENTATION AND DATA MOU
APPENDIX F:	EVEN PAY PAYROLL CALCULATIONS METHOD MOU
APPENDIX G:	SUMMER ASSISTANCE BENEFITS MOU

APPENDIX A

RESOLUTION GRANTING RECOGNITION

Whereas Section 3540, et seq. of the Government Code, Title 1, Division 4, Chapter 10.7 (Rodda Act) provides that the public school employer may voluntarily recognize an employee organization as the exclusive representative of an appropriate unit of employees; and

Whereas the California School Employees' Association, Chapter #111, 470 South Third Street, Blythe, California 92225, an affiliate of California School Employees Association, 2350 Paragon Drive, P.O. Box 640, San Jose, California 95106, has requested recognition pursuant to the provisions of the "Rodda Act" and has complied with the appropriate sections of the rules and regulations of the Educational Employment Relations Board; and

Whereas the California School Employees' Association, Chapter #111 has agreed not to seek a clarification of the representation unit as set forth below;

The Palo Verde Unified School District Board of Trustees hereby grants exclusive recognition to the California School Employees' Association, Chapter #111 for the employees in the representation unit which is comprised of the following positions:

Bookkeeping and Accounting

- Accounting Clerk
- Bookkeeper
- Senior Bookkeeper

Clerical

- Health Aide
- Clerk
- Library Clerk
- Clerk/Bookkeeper - Junior High
- Clerk - Counseling Center
- Senior Clerk
- Senior Attendance Clerk
- Recorder - High School

APPENDIX A

Resolution Granting Recognition to CSEA

-2-

Registrar - Junior High School
Registrar - High School
Secretary

Instruction

Monitors
Instructional Team Aide - Junior High
Instructional Aide
Tutor
Community Liaison
Migrant Support Services Aide
Migrant Tutor Instructional Aide

Cafeteria

Cafeteria Worker
Cafeteria Cashier
Cafeteria Cook
Snack Bar Manager
Cafeteria Food Deliveryman

Maintenance

Maintenance Assistant
Maintenance Carpenter
Maintenance Electrician
Maintenance Plumber
Maintenance Painter
Maintenance Machinist

Operations

Campus Attendant
Utility Man
Custodian
Groundsman
Pool Custodian
Gardener
Stock Clerk
Storekeeper

Transportation

Bus Driver
Automotive Mechanic Helper
Automotive Mechanic

and excluding all other positions not designated, including but not limited to:

Management/Supervisory:

Assistant Superintendent
Supervisor of Maintenance
Maintenance Leadman

APPENDIX A

Resolution Granting Recognition to CSEA

-3-

Supervisor of Transportation
Dispatcher
Shop Foreman
Supervisor of Food Services
Cafeteria Managers
District Baker
Senior (Head) Custodian
Junior High School Secretary
High School Secretary
Accounting Supervisor
Purchasing Clerk/Supervisor
Community Services Director
Elementary School Secretaries

Confidential


Superintendent's Secretary
Assistant Superintendent's Secretary
Deputy Superintendent's Secretary
Personnel Secretary

Miscellaneous

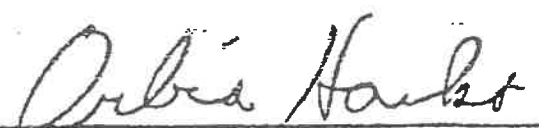
Attendance Officer

Part-time/casuals

Substitute employees
Employees working two hours or less per day
All recreation personnel


Clerk, Board of Education
Palo Verde Unified School District

Date: February 1, 1977


Orbia Hanks, District Superintendent

DISTRICT 64 - PALO VERDE UNIFIED SCHOOL DISTRICT
BOT Approved: 09/03/2019

BOT Approved: 09/03/2019

NOTE: (1) Step II will be substitute salary placement.

- ## APPENDIX B

SCHEDULE 104, 111 & LEVEL PAY / CLASSIFIED

SCHEDULE 104, 111 & LEVEL PAY (PG 2)

APPENDIX B

CLASSIFICATION OF POSITIONS FOR MEMBERS OF CLASSIFIED SERVICE

CLASS	RANGE		TITLES	
	Salary	Hourly	Salary	Hourly
15	3,332	19.228	BOOKKEEPING & ACCOUNTING	
15	3,332	19.228	Accounting Clerk	23.998
			Accounting Specialist	23.998
7	2,338	13.493	CLERICAL	
8	2,446	14.105	Clerk	16.833
9	2,557	14.741	School Health Technician	17.599
9	2,557	14.741	Lead School Health Technician	18.394
9	2,557	14.741	Program Clerk	18.394
10	2,673	15.410	Transportation Clerk	18.394
10	2,673	15.410	Projects Secretary	19.228
10	2,673	15.410	Library Technician	19.228
11	2,793	16.109	Senior Clerk	19.228
11	2,793	16.109	Registrar - Blythe Middle School	20.092
12	2,919	16.836	Senior Clerk/Secretary	20.092
13	3,050	17.599	Purchasing Clerk	21.005
14	3,187	18.394	Nutrition Services Clerk	21.959
15	3,332	19.228	Receptionist/Personnel Clerk	22.958
15	3,332	19.228	Registrar - High School	23.998
16	3,482	20.092	Technology Technician	23.998
17	3,641	21.005	FMOT Secretary	25.084
20	4,159	23.991	Student Information System Technician	26.224
			School Secretary	29.962
9	2,557	14.741	INSTRUCTION	
10	2,673	15.410	Campus Security Officer I	18.394
10	2,673	15.410	Community Liaison - Early Childhood Education (ECE)	19.228
11	2,793	16.109	Community Liaison - Migrant	19.228
11	2,793	16.109	Reader for the Blind	20.092
11	2,793	16.109	Paraeducator	20.092
12	2,919	16.836	Speech-Language Instructional Aide	20.092
12	2,919	16.836	Health Instructional Paraeducator	21.005
12	2,919	16.836	Campus Security Officer II	21.005
12	2,919	16.836	Instructional Aide - Early Childhood Education (ECE)	21.005
12	2,919	16.836	Instructional Aide/Visually Impaired	21.005
12	2,919	16.836	On Campus Suspension Supervisor	21.005
12	2,919	16.836	Sign Language Interpreter	21.005
12	2,919	16.836	District Media Technology Specialist	21.005
16	3,482	20.092	Dropout Prevention Specialist	25.084

SCHEDULE 104, 111 & LEVEL PAY (PG 3)

CLASSIFICATION OF POSITIONS FOR MEMBERS OF CLASSIFIED SERVICE

CLASS	RANGE		TITLES	
	Salary	Hourly	Salary	Hourly
			CAFETERIA	
8	2,446	14.105	3,050	17.599
12	2,919	16.836	3,641	21.005
12	2,919	16.836	3,641	21.005
			MAINTENANCE	
10	2,673	15.410	3,332	19.228
11	2,793	16.109	3,482	20.092
12	2,919	16.836	3,641	21.005
12	2,919	16.836	3,641	21.005
14	3,187	18.394	3,977	22.958
14	3,187	18.394	3,977	22.958
16	3,482	20.092	4,350	25.084
			TRANSPORTATION	
9	2,557	14.741	3,187	18.394
10	2,673	15.410	3,332	19.228
13	3,050	17.599	3,807	21.959
14	3,187	18.394	3,977	22.958
16	3,482	20.092	4,350	25.084
16	3,482	20.092	4,350	25.084
17	3,641	21.005	4,547	26.224

APPENDIX B



APPENDIX C

Classified Personnel

PERFORMANCE EVALUATION REPORT

Original – Personnel
Copy – Supervisor
Copy – Employee

Employee Name	Supervisor Name
Position	Work Location

☐ Annual ☐ Probationary ☐ 3rd Month ☐ 6th Month ☐ Special

Please read instructions and criteria before completing this form. Check the appropriate box indicating the level of performance for each of the following that apply to the work of this employee.
**Any rating other than meets standards requires a notation.*

	*Unsatisfactory	*Requires Improvements	Meets Standards	*Exceeds Standards
QUALITY -Extent to which employee applies himself/herself to responsibilities and seeks to improve the quality and productivity level of work by initiating action on his/her own to accomplish tasks well.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Notes

JOB RELATED KNOWLEDGE AND SKILLS - Extent to which the employee work demonstrates knowledge, skill, and work area competence, which is free from errors and omissions. Employee is capable of effectively expressing thoughts in a logical manner and sequence.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Notes

ABILITY TO WORK WITH OTHERS - Extent to which employee willingly cooperates with district employees and the public by providing quality customer service to others. Practices respect and confidentiality. The employee shows a willingness to accept suggestions and adaptability to change.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Notes

PERFORMANCE - Employee shows personal accountability when carrying out assigned responsibilities. Ability to maintain standards under pressure. Employee effectively utilizes job related equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Notes

SAFETY - Extent to which the employee is knowledgeable, and application of proper rules of safety to protect self and others. This includes the safe and responsible use of equipment and tools.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Notes

ATTENDANCE/PUNCTUALITY - Extent to which employee is present on the job or absent with proper approval. Employee is prompt during scheduled work periods.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Notes

GROOMING/DRESS - Extent to which employee shows professionalism by adhering to grooming which is appropriate to their assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Notes

EMPLOYEE'S OVERALL RATING (CHECK ONE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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JOB STRENGTHS

AREAS WHERE IMPROVEMENT IS NEEDED

GOAL SETTING

EMPLOYEE'S COMMENTS OR RESPONSE

Signature of Evaluator	Evaluator's Title	Date
------------------------	-------------------	------

Signature of Co-Evaluator (if applicable)	Co-Evaluator's Title	Date
---	----------------------	------

Signature of Employee	Date
-----------------------	------

I understand my signature does not necessarily indicate agreement. I certify this report has been discussed with me.

Note: This document will not be entered into your personnel file until you have been given (10) working days from this date in which to respond. The response will be attached hereto.

PALO VERDE UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Palo Verde Chapter 111 – Grievance Form

Name: _____ Date: _____
School/Site: _____ Assignment: _____
Level I _____ Level II _____ Level III _____ Level IV _____
Mediation Requested: _____
Arbitration Requested: _____

CONTRACT SECTIONS (S) ALLEGEDLY VIOLATED:

STATEMENT OF GRIEVANCE:

RELIEF REQUESTED:

Signature of Grievant

Signature/Position of person receiving grievance

Date Received

Grievance #: _____ (Obtain number from Personnel Services)
Instructions for Grievant: Complete form, sign and submit 2 copies to Supervisor/Principal

Instructions for Supervisor/Principal: Sign, date, add grievance number, distribute as follows:

Copy to: Personnel Services
Grievant (If different from the Association)
School or Department File
California School Employees Association, Palo Verde Chapter 111 President

MEMORANDUM OF UNDERSTANDING NEW EMPLOYEE ORIENTATION AND DATA

PALO VERDE UNIFIED SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 111

This Memorandum of Understanding between the Palo Verde Unified District ("District") and the California School Employees Association and its Chapter 111 ("CSEA") is entered into due to the passage of AB 119, which adds sections 3555-3559 to the California Government Code and amends the Public Records Act in Government Code Section 6254.3. In light of the requirements provided for under AB 119, CSEA and the District agree to the following:

A. DEFINITIONS

1. "New Employee Orientation" means the onboarding process of a newly-hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters.
2. "Newly hired employee" or "new hire" means any employee, whether full-time, or part-time, hired by the District into the classified bargaining unit represented by CSEA who is still employed as of the date of the new employee orientation.

B. NEW EMPLOYEE ORIENTATION

1. **Notice of New Employee Orientation** - The District shall provide CSEA mandatory access to its new employee orientations for bargaining unit members. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. The orientation shall be held at a location to be determined by the District during the workday of the employee(s), who shall be on paid time.
2. **Release Time for New Employee Orientation** - CSEA shall have one (1) hour of paid release time for the Chapter President or designee to conduct group orientations with new employees, and thirty (30) minutes of paid release time for one-on-one orientation sessions. Said release time shall be counted against the total release time contained elsewhere in the collective bargaining agreement; however, in the event annual contractual release time is exhausted, the Chapter President or designee shall be afforded release time as stated above, so that a CSEA representative is not deprived of the ability to attend a new employee orientation. The CSEA Labor Relations Representative may also attend any new employee orientation session.
3. **CSEA Orientation Materials** - The District shall include the CSEA membership application, and a CSEA-provided link for an electronic application, in any employee orientation packet of District materials provided to any newly-hired employee. CSEA shall provide the copies the CSEA the membership applications to the District for distribution as

part of the orientation packet for newly-hired employees. The District shall provide each current employee and each new employee with a copy of the current Collective Bargaining Agreement.

C. NEW EMPLOYEE INFORMATION AND BARGAINING UNIT INFORMATION

1. **District Notice to CSEA of New Hires** - The District shall provide CSEA with comprehensive contact information of newly hired employees within the first pay period of the month after the employee is hired, but not later than 30 days from the date of hire of the new employee. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District (such as a substitute, temporary or previous bargaining unit employee). In the event no one is hired in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month. The information will be provided to CSEA following form with each field in its own column:

- a. First Name
- b. Middle Initial
- c. Last Name
- d. Suffix (e.g. "Jr." "III")
- e. Job Title/Classification
- f. Range and Step Placement
- g. Department
- h. Primary worksite name
- i. Work telephone number
- j. Home street address (including apartment number or suite if applicable)
- k. City
- l. State
- m. Zip Code
- n. Home telephone number on file with the Employer
- o. Cell phone number on file with the Employer
- p. Email address of the employee on file with the Employer
- q. Employee ID number
- r. CalPERS status (member or non-member)
- s. Hire Date

2. **Periodic Update of Bargaining Unit Member Information:** In accordance with Government Code section 3558, the District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. This contact information shall also include the same information listed above in paragraph C(1) with each field listed in its own column.

The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service.

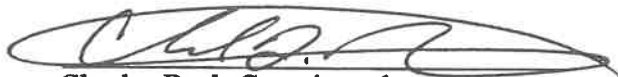
D. APPLICABILITY, EFFECT, AND ENFORCEMENT OF AGREEMENT

1. **Term:** This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020, and shall be automatically renewed from year to year unless either party serves written notice upon the other before April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement occur, the provisions of this Agreement shall remain in full force and effect until the negotiation of a new Agreement is completed.
2. **Interest Arbitration:** In the event a subsequent agreement is not reached within sixty days after the demand to negotiate, either party can make a demand for interest arbitration.
3. **Savings Clause:** If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.
4. **Violations of Agreement:** This MOU will be included as an Appendix in the Parties' Collective Bargaining Agreement ("CBA"), and any disputes regarding perceived violations of this agreement shall be handled through the grievance process as outlined in the CBA between the District and CSEA.
5. **Applicability of MOU:** The Parties agree that this MOU shall not create any binding past practice beyond that contemplated in this MOU. This MOU does not modify or amend any current contract language. In addition, this MOU is subject to review under CSEA's Policy 610, and review and approval by the Palo Verde Unified School District Board of Education.

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Executed this day November 13, 2017 at Blythe, California.

FOR PALO VERDE USD



Charles Bush, Superintendent
Palo Verde Unified School District

FOR CSEA and its CHAPTER #111



Diana Vibanco, President
CSEA Chapter 111



Dale Wissman
CSEA Labor Relations Representative

Attachment A

EXAMPLE OF LEVEL PAY PAYROLL CALCULATION

Example: A 6.5 Hour Employee Working 182 Work Days per Year with an Hourly Wage of \$20 p/hr.

182 WORK DAYS x 6.5 HOURS PER DAY = 1,183 Annual Base Working Hours

12 ELIGIBLE HOLIDAYS X 6.5 HOURS PER DAY = 78 Holiday Hours

11 MINIMUM NUMBER OF VACATION DAYS x 6.5 HOURS PER DAY = 71.5 Vacation Hours

TOTAL ANNUAL BASE HOURS = 1,332.5 Hours

1,332.5 Total Annual Base Hours

x \$20 per Hour _____.

\$26,650 Total Annual Base Compensation

÷ 20 Pay Periods _____.

\$1,332.50 PER PAY PERIOD



MEMORANDUM OF UNDERSTANDING

BETWEEN

PALO VERDE UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 111

The following Memorandum of Understanding ("MOU") between Palo Verde Unified School District ("District") and the California School Employees Association and its Chapter 111 ("CSEA") (collectively "Parties") concerns the decision, impacts, and effects relating to a third round of funding providing for a third year of the Summer Assistance Benefits for Classified Employees. Palo Verde USD has, to its great credit, agreed to make this important program available to Classified employees in each year (both 2019-20 and 2020-21) that it has been offered by the State of California. The following MOU marks the third year that PVUSD will participate in this program on behalf of Classified employees in the District:

SUMMER ASSISTANCE BENEFITS FOR CLASSIFIED EMPLOYEES

1. The District agrees to participate in the "Summer Assistance Benefits for Classified Employees," program for the 3rd year (2021-22), extending this Summer Assistance Benefit option to classified bargaining unit employees under the provisions of this MOU. In the event the state notifies the District that grant monies for this program are cancelled or will not be otherwise available, the provisions provided for below shall become null and void.
2. Prior to January 1, 2021, the District shall provide notice to all bargaining unit members of its intent to participate in the third year of this program for the 2021-22 school year, and such notice shall include the following program descriptions and offerings:
 - a. A description of the Summer Assistance Benefits for Classified Employees program;
 - b. Details about eligibility for the program, including:
 - i. The employee must work less than 12-month assignments;
 - ii. The employee must have worked for the District for at least one year;
 - iii. That they are not eligible if the employee's regular annual pay from the District at the time of enrollment is more than two times the full-time pay of a classified employee, paid at the state minimum wage for an entire school year (where "regular annual pay" does not include any pay that the employee received during the summer recess period in the previous fiscal year);
 - iv. By March 1, 2021, any classified employee who wishes to participate, must notify the District using a form developed by the State Department of Education (SDE), that the employee wishes to participate in the program for the 2021-22 school year;
 - v. No participating classified bargaining unit employee in the Summer Assistance Benefits program for classified employees is barred from applying for, and if selected, working summer school during the summer in which this benefit is earned or paid;
 - vi. That the employee may elect to have up to 10% of his/her monthly pay withheld during the school year;

3. On or before July 31, 2022, the District shall request payment from the State Department of Education (SDE) for the amount of state matching funds in the SDE Program Fund provided for by the SDE on behalf of the participating employee, which shall be added to the employee's own withheld contributions to the District's Classified School Employee Summer Assistance Program Fund.
4. If an employee separates from employment during the 2021-2022 school year, the employee may request any pay withheld from his/her paycheck pursuant to this program; however, the employee is not entitled to receive any state match funds.
5. An employee may withdraw from further participation in the program more than 30-days after the start of the 2021-22 school year and leave that amount already withheld in the program fund.
6. Bargaining unit members will likely not be paid until after August 31, 2022, after the 2022 summer recess.
7. By April 1, 2021, the District must notify the SDE that it has elected to participate in the program, using a form developed by the SDE. The District shall be prepared to specify (1) the number of classified employees in the District who are participating; and (2) the total estimated amount to be withheld from the employee paychecks for the 2021-22 school year.
8. By May 1, 2021, the SDE will notify the District in writing of the estimated amount of state matching funds that a participating employee can expect to receive. Where the funding from the SDE is insufficient to provide one dollar for each one dollar that has been withheld from the employees' paychecks, the SDE will notify the District of the expected prorated amount of state match funds that each classified employee could expect to receive.
9. By June 1, 2021, the District shall notify the participating employees as to the estimated amount of state match funds that the employee could expect to receive at the conclusion of the program.
10. After receiving the notification, and no later than 30 days after the start of the 2021-22 school year, the District shall inform the classified employee that he or she may: (a) withdraw his/her election to participate in the program, or (b) reduce the amount to be withheld from his/her paycheck.
11. The District shall during the 2021-22 school year deposit the amounts withheld from participating employees' monthly paychecks, according to each employee's chosen withholding amount, in an account within its general fund known as the "Classified School Employee Summer Assistance Program Fund."
12. On or before July 31, 2022, the District shall request payment from the SDE, on a form developed by the SDE, for the amount of state matching funds that have been deposited in the SDE Program Fund on behalf of the participating employee, which shall be added to the employee's own withheld contributions to the District's Classified School Employee Summer Assistance Program Fund.
13. In the event a participating employee withdraws from further participation in the program more than 30-days after the start of the 2021-22 school year, his or her withheld amounts shall remain in the program. In such instances, the District shall report the employee's contribution

to SDE as withheld contributions made for the duration of the program, but at a reduced percentage of the employee's monthly salary.

14. The District shall provide all forms developed and promulgated by the SDE to bargaining unit members, and distribute such SDE complete forms within 5-days of receipt or learning of the forms publication, unless the forms are received/published within 5-days of an employee cut-off date, in which instance the forms shall be sent electronically on the same day it is received/published and mailed via next day service.
15. This MOU is subject to review under CSEA's Policy 610.

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IN WITNESS WHEREOF, and in full recognition of the necessity of protective and precautionary physical distancing requirements and measures, the Parties execute this Memorandum of Understanding (MOU) under the full authority of each Party's Negotiations Team with the respective authorized signatories and dates set forth below.

CALIF. SCHOOL EMPLOYEES ASSOCIATION

Date: 02/03/21

Robert Figueroa 2/3
Robert Figueroa, President
CSEA Chapter 111

Date: 2/5/2021

Dale Wissman
Dale Wissman
CSEA Labor Relations Representative

PALO VERDE UNIFIED SCHOOL DISTRICT

Date: 2/4/21

Tracie Kern
Tracie Kern, Superintendent
Palo Verde Unified School District