

AGREEMENT BETWEEN
PALERMO UNION SCHOOL DISTRICT
AND
PALERMO CSEA CHAPTER 366
July 1, 2020 through June 30, 2023

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ARTICLE 1

AGREEMENT

A. Parties to Agreement

The Articles and provisions contained herein (hereinafter "Agreement") constitute an agreement by and between the Governing Board of Palermo Union School District (hereinafter "District") and Palermo Chapter #366, an affiliate of California School Employees Association (hereinafter "Association"), an employee organization, as exclusive representative of the bargaining unit consisting of the following positions:

1. Instructional Aide (Title IVA)
2. Teacher Aide
3. Cafeteria Helper
4. Library Technician
5. Cook
6. Instructional Aide (Bilingual)
7. Clerk-Typist
8. Health Aide
9. Bus Driver
10. Bus Driver (Instructor)
11. Principal Secretary
12. Program Services Secretary
13. Accounts Payable Clerk
14. Custodian I
15. Custodian/Maintenance
16. Site Lead Custodian/Maintenance
17. Maintenance
18. Attendance/Data Processor
19. P.I.P. Child Aide
20. Part-Time Playground Supervisor (effective April 12, 1996)
21. Custodian/Groundskeeper
22. Head Cook
23. Cafeteria Cashier
24. Computer Technician
25. Computer Maintenance Technician

B. New Positions

All newly created positions that are designated as classified shall be a part of the bargaining unit unless exempted by law, such as management, confidential, or supervisory.

- C. The District may accept two PIC workers for service in the District for summer work only. The PIC workers will be required to take the normal T.B. test required of any employee, will receive the normal security check, and will work directly with regular employees on duty during the summer.

D. Volunteers

The District volunteer program will honor both the letter and the spirit of the law that seeks to involve parents, guardians and community members in their schools while at the same time protecting employees from loss of employment. It is also the intent of the District to demonstrate it values its employees by assuring them that volunteers will not be used to supplant or replace them.

1. Unpaid Volunteers (serve without compensation of any type from any source).
 - a. The District may utilize volunteers from the community for any service to the District on a specific project basis as permitted by law. The Superintendent will consult with the Chapter President as and when the community volunteers are utilized. Volunteers shall work under the direction of District employees.
 - b. The District may use volunteers to supervise pupils during the school lunch period, any breakfast period, or any other instructional period or to serve as an aide under the immediate supervision of one or more certificated employees to perform instructional and non-instructional work that serves to assist one or more certificated employees in their teaching and/or administrative responsibilities. [Ed. Code §§ 35021, 44814, 44815, 45349.] Volunteers may be utilized in the supervision of students on playgrounds. [Ed. Code § 45349.]
 - c. Parents and guardians of pupils enrolled in a school in the District shall have the opportunity to volunteer their time and resources for the improvement of school facilities and school programs under the supervision of a District employee, including, but not limited to, providing assistance in the classroom with the approval, and under the direct supervision of the teacher. Parents and guardians may be involved in other school activities, including, but not limited to the supervision of students on playgrounds. [Ed. Code § 51101, as amended in 2003.]
 - d. For the purpose of parent education, training, and the good will of the community, the District is permitted to use volunteers in the planning, preparation, and servicing of school meals and nutritional supplements. [Ed. Code § 49515.]
 - e. In implementing the above, the District shall not abolish any of its classified positions and utilize volunteer non-teaching aides in lieu of classified employees who are laid off as a result of abolition of a position nor shall it refuse to employ a person in a vacant classified position and use a volunteer non-teaching aide in lieu of filling the vacant classified position. [Ed. Code § 35021(a, b)], nor shall it fail to create new positions based upon increased resources, need, or enrollment, as determined by the Board of Trustees.

2. Paid Volunteers serve with compensation of some type paid from a source other than the District. Example: Network Tutors; Foster Grandparents Program.

Palermo Union School District may utilize paid volunteers with the following restrictions:

- a. For purposes of this section, paid volunteers are not to be considered employees of the District.
- b. The District shall not abolish any of its classified positions and utilize paid volunteers in lieu of classified employees and employees who are laid off as a result of abolition of a position.
- c. The District shall not refuse to employ a person in a vacant classified position and use paid volunteers in lieu of filling the classified position.
- d. The District shall not displace any classified employee nor will the District utilize paid volunteers in lieu of normal employee requirements.
- e. Prior to placement of any paid volunteers, the program in which the paid volunteer will work will be reviewed by the District and CSEA, and a written mutual understanding will be reached on how the paid volunteer will be used by the District. In the absence of a mutual understanding, the District may utilize paid volunteers for any service to the District on a specific project basis as permitted by law. The Superintendent will consult with the Chapter President as and when paid volunteers are utilized.

Copies of all sign-in/time sheets of all paid volunteers will be maintained and made available to the Chapter President.

In addition to any other reopeners, either party to this agreement may reopen negotiations annually on the subject of volunteers.

- E. The District encourages on-going, frequent, and informal communications between the Superintendent and members of the bargaining unit on any relevant matters, whether or not within the scope of negotiations.

ARTICLE 2

HOURS OF EMPLOYMENT

- A. The periods of work required of each position in the classified service shall be clearly specified to insure the smooth and regular operation of the school district. Where not otherwise specified in the terms of this agreement, the District reserves the right to specify the working hours for classified positions. For each classified assignment, upon the posting of any vacancy announcement, the District shall designate the length of the workday. The District shall not change the length of the workday of an existing bargaining unit position without informing CSEA and providing an opportunity to request to negotiate on the proposed change.
- B. An employee working each day more than four consecutive hours shall be entitled to have an uninterrupted one-half hour duty-free unpaid lunch period unless otherwise agreed by the employee and his/her immediate supervisor. Employees may leave the school grounds during their lunch period. If an employee leaves the school grounds during the school day other than for a lunch period, the employee must have permission from the Principal or the Principal's designee. The employee and his/her immediate supervisor shall agree upon the timing of the lunch break, taking into consideration the employee's scheduled duties.
- C. All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee. All work in excess of eight hours in any one day or in excess of forty hours in any calendar week shall be overtime.
- D. Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two hours' pay.
- E. Any employee called back to work after completion of his regular assignment shall be compensated for at least two hours of work.
- F. Any employee may request compensatory time off in lieu of cash for assigned overtime work. If granted, compensatory time shall be scheduled upon the request of the employee with the approval of the District in non-emergency periods of time.
- G. Rest Periods
 - 1. All employees working six or more hours per day shall be entitled to two fifteen-minute District-paid rest periods per day. The scheduling of such time shall be mutually agreed upon between the employee and the immediate supervisor or his/her designee.
 - 2. All employees working three or more consecutive hours but less than six hours per day, shall be entitled to one fifteen-minute District-paid rest period. The scheduling of such time shall be mutually agreed upon between the employee and immediate supervisor or his/her designee.
- H. The District will give all current employees (determined qualified by the supervisor) in order of seniority the right to be temporarily assigned to the day shift whenever the day shift custodian/maintenance or maintenance person is going to be absent for three or more consecutive workdays, prior to utilizing substitutes.

- I. The District will offer the part-time (20 hour/week) custodian the right to substitute time filling in for an absent employee so long as the total weekly hours of the part-time employee, after the substitute time is added to his/her regular time, do not exceed forty hours per week.
- J. All overtime work for custodial/maintenance personnel will be offered and distributed on a rotational basis.
- K. Inservices for bargaining unit employees will be productive and job-related. A committee will be formed of an equal number of management and classified employees to recommend the structure of inservices for classified employees.
- L. All instructional aides whose assignment requires a change of classrooms during the day shall be allowed "passing time" from classroom to classroom. Passing time shall be included in rest time as described in G, above.

M. Specialized Health Procedures – Special Education Aide

- 1. Volunteers from the currently employed instructional aides will be solicited.
- 2. The School Nurse will train the aides on specialized health procedures, e.g. toileting, diapering, tube feeding, etc.
- 3. Another employee will be present whenever the trained special education aide provides personal hygiene services, such as toileting or diapering services.
- 4. There will be two levels of salary differentials provided:
 - a. During training and upon completion of training (stand by) 3% of salary, paid monthly.
 - b. For performing one or more services in any one month 3% salary, paid monthly.

- N. To provide equitable treatment, instructional aide personnel from each work site will be given the opportunity to work needed additional assignments, including substitute hours, on a voluntary basis, so long as they do not conflict with regular assignments.

Instructional aides who volunteer to work extra assignments will be placed into pools determined by the site administrator. Pools shall be formed by the site administrator as soon as practical at the beginning of each school year. The formation of pools shall be based upon specific skill sets determined by the site administrator. Skill sets may be defined by factors such as grade span – e.g. K-2, 3-4, 5-8, or special assignment type – e.g. ESL, Special Ed. The order of placement in the pools shall be determined by seniority.

Extra assignments shall be offered as needed. If an instructional aide refused an assignment their next opportunity shall not occur until all other members of the pool have been offered an opportunity to accept an assignment.

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Under emergency situations as determined by the site administrator, the site administrator shall have the discretion to assign extra work without regard to the other provisions of this article. The provisions of this article shall be implemented as soon as practical following the emergency.

If, after pools are formed, an instructional aide should volunteer for extra work hours, the site administrator shall place the aide in the appropriate pool. The first opportunity for aides added to pools shall not occur until all previously listed members of the pool have been given the opportunity to accept an offer of extra work.

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ARTICLE 3

ORGANIZATIONAL RIGHTS

- A. The District may make available to the Association, upon request, one copy of county and state budgetary information and reports it produces as soon as the information becomes available.
- B. The Association shall be granted the right to: contact employees during non-duty hours or with the approval of the Principal, use designated school bulletin boards, district email and mail boxes, distribute employee organizational materials, and use school facilities for organizational meetings in accordance with the following limitations.
- C. School mail facilities, district email and bulletin boards shall not be used to distribute materials that are licentious, slanderous, obscene or libelous in relation to the Board, district personnel, or district programs, or that tend to degrade or malign persons or organizations. The Association shall not incite employees to violate rules and regulations of the Board or the state laws that govern the operation of the District. All Association publications should be signed and have its logo on it.
- D. The Association may have information on date of employment and seniority roster of all classified employees.
- E. The Association may use District facilities and equipment within the provisions of the law and the District administrative regulations and discretion.
- F. The Association will assume the cost of any materials, service, or use of school equipment.

G. Organizational Rights

1. Membership and Dues

- a. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
- b. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

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2. Dues Deduction:

- a. CSEA will provide the District with a list of members who have completed the authorizations for dues deductions as developed by CSEA. Such authorizations shall continue in effect from year to year until CSEA notifies the District of a change. Pursuant to such authorization, the District shall such dues for ten (10) months (September through June). Deductions for bargaining unit members who sign authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Dues deduction shall be without cost to the bargaining unit member or CSEA.
- b. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- c. The District shall refer all employee requests to revoke membership to the CSEA labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- d. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- e. There shall be no charge by the employer to CSEA regular membership dues deduction.

3. Membership information

- a. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information including members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and personal email addresses.
- b. The District shall respond to all Public Records Act requests in accordance with law, especially when the public interest in disclosure is outweighed by the public interest in confidentiality.

4. Hold Harmless Provision:

- a. CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorizations.
- b. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

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ARTICLE 4

SAVINGS PROVISION

If during the life of this agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority of competent jurisdiction other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

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ARTICLE 5

NO STRIKE CLAUSE

For the duration of this Agreement the Association and bargaining unit members agree that they shall not call, sanction, or engage in any strike, work stoppage, or slow down. The District agrees that it shall not cause or engage in a lock out.

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ARTICLE 6

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an allegation by a grievant that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
2. A "grievant" is a member of the bargaining unit asserting the grievance or the Association.
3. Unless otherwise described below, a "day" is any day during which the District office is open for business.

B. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by meeting with his/her immediate supervisor.

C. Formal Levels

1. Level I: In order to invoke this grievance procedure, the grievant must present his/her grievance in writing to the immediate supervisor within thirty calendar days after the occurrence of the grievable event (act or omission complained of). This statement shall be a clear concise statement specifying the article and section violated, circumstances involved fully stating the facts surrounding the grievance, the decision rendered at the informal conference, and the specific remedy sought. This statement must be signed and dated by the employee and presented to his/her immediate supervisor. The immediate supervisor shall communicate his/her decision to the employee in writing within five days after receiving the grievance. If the immediate supervisor does not respond within the time limit, the grievant may appeal to the next level. Within the above time limits either party may request a personal conference, which shall take place at a time mutually agreed upon.
2. Level II: If the grievant is not satisfied with the decision at Level I, he/she may within five days after receiving a timely response or if there is no timely response within five days after the deadline for response appeal the decision in writing to the Principal. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear concise statement of the reasons for the appeal. The grievant must sign and date the appeal and present copies to the Principal. The Principal shall communicate his/her decision to the grievant within five days. If the Principal does not respond within the time limit provided, or if the grievant is not satisfied with the decision rendered, the grievant may appeal to the next level. Within the above time limits either party may request a conference, which shall take place at a time mutually agreed upon.

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3. Level III: If the grievant is not satisfied with the decision at Level II, he/she may within five days after receiving a timely response or, if there is not timely response, within five days after the deadline for response, appeal the decision in writing to the Superintendent. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear concise statement of the reasons for the appeal. The grievant must sign and date the appeal and present copies to the Superintendent. The Superintendent shall communicate his/her decision to the grievant within five days. If the Superintendent does not respond within the time limit provided, or if the grievant is not satisfied with the decision rendered, the grievant may appeal to the next level. Within the above time limits either party may request a conference, which shall take place at a time mutually agreed upon.
4. Level IV: If the grievance is not settled at Level III, the Association may within five days submit in writing a request to the Superintendent or his/her designee for advisory arbitration.

The District and the Association shall attempt to agree upon an arbitrator. If a mutually acceptable arbitrator is not agreed upon within five days after the Association's request for arbitration is delivered to the Superintendent/designee, the parties shall request a list of seven arbitrators from the California State Mediation and Conciliation Service who are experienced in hearing grievances in California public school districts. The selection of the arbitrator from the list shall be made by the alternate striking method. The first strike shall be determined by a toss of a coin.

In each dispute, the arbitrator shall, as soon as practicable, hear evidence and render a decision on the issues submitted. If the parties do not agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit to both parties his/her findings and recommended award.

The jurisdiction and authority of the arbitrator and his/her advisory opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions of the collective bargaining agreement at issue between the grievant and the District. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the District and CSEA. Questions of arbitrability are not exclusively within the jurisdiction of the arbitrator. If the District determines a matter is not arbitrable, it shall submit the question concerning arbitrability to the arbitrator in the first instance for a decision by the arbitrator on that issue prior to any hearing on the merits of the grievance.

Any costs of a hearing room and the fees and expenses of the arbitrator shall be borne equally by both parties. Concerning transcripts, the cost shall be borne equally by the parties if the arbitrator or both parties request the transcripts. If only one party requests a copy of the transcript, that party shall incur the expenses. All other expenses shall be borne by the party incurring them.

The findings and decision of the arbitrator shall be advisory. The advisory arbitrator's decision shall be forwarded to the Board of Trustees at its next regularly scheduled Board meeting. During the closed session at this Board meeting, the Board shall render a final decision and may adopt, modify, or reject the advisory arbitrator's findings and decision. No hearing shall be required.

D. Time Limits

1. A bargaining unit member who fails to comply with the established time limits for initial filing of a grievance or for taking the grievance to the next level shall forfeit all rights to the application of the grievance procedure for the alleged contract violation.
2. Failure by the administration to adhere to decision deadlines shall allow the grievant to immediately proceed to the next level of the grievance process.
3. Nothing in this agreement prevents the parties from extending the dates described in paragraphs 1 and 2, above, by mutual agreement in writing.
4. Except for the summer recess, time limits will automatically be extended during the school year when the time limits include periods of extended holiday, that is, periods of five or more days of vacation time. In these cases of time limit extension, the extension of the limit will be equal to the number of days in the vacation period. During the summer recess, days during the month of July shall not count as days under this grievance procedure.

E. Miscellaneous Provisions

A grievant shall be entitled to representation at each step of the grievance procedure by a person designated by the Association.

All documents resulting from a grievance shall be filed in a separate grievance file and shall not be kept in an employee's personnel file.

Timeline in this procedure may be extended by written mutual agreement between the parties.

Any employee may present a grievance in accordance with the Article without intervention of the Association, so long as the adjustment is not inconsistent with the terms and conditions of this Agreement, and further provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

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ARTICLE 7

SAFETY CONDITIONS OF EMPLOYMENT

Classified employees shall maintain safe and sanitary conditions in their work areas of responsibility. All employees will report to their immediate supervisor any practice or condition which poses a threat to the health or safety of any person associated with the school district.

Handwritten signature in black ink and a red circular stamp with illegible text inside.

ARTICLE 8

EVALUATIONS AND PROBATIONARY PERIOD

A. Evaluations for all regular (probationary and permanent) employees shall be accomplished during the work year. The evaluations shall be reported to the Superintendent on the appropriate form.

1. Evaluations for all probationary employees shall be submitted within the first three months of employment and again before the end of the probationary period. The employee shall review and sign the evaluation form before it is submitted to the Superintendent by the principal or supervisor.

The probationary period is six months or 130 days, whichever is longer, of paid service for both initial hires and promotional appointments. Paid service means the time period in which a classified employee is in paid status, that is, is paid for a particular day due to work, vacation time, or a statutorily designated holiday. Long term leaves of absences related to illness, industrial accident or pregnancy are not included in the definition of paid status.

The signing of the evaluation by the employee shall only acknowledge receipt and discussion of the evaluation.

When an employee is released during the probationary period from a position to which he/she was promoted, the employee shall be returned to the position in the lower classification in which the employee had attained permanency.

2. A permanent employee shall be evaluated at least once every two years. Evaluation for all permanent employees shall be given to and discussed with the employee by the evaluator not later than May 15. A special evaluation may be submitted at any time if it is desired by the principal or the supervisor. Permanent employees shall review and sign their evaluation form before it is submitted to the Superintendent by the principal or supervisor. The signing of the evaluation by the employee shall only acknowledge receipt of the evaluation.
3. The employee may submit a written response to any evaluation within ten work days following the evaluation conference, and any such response shall be attached to the evaluation in the personnel file.
4. Employees shall take action to correct any cited deficiencies, based upon their evaluator's recommendations.

5. Except as otherwise determined by the Superintendent or his/her designee, the primary evaluator of the employee will be the employee's immediate supervisor. Other non-bargaining unit employees with experience or knowledge in the employee's area of work may be called upon to provide input to the evaluator. Each employee shall be informed of the identity of his/her primary evaluator.
6. If an employee is working in a dual capacity, such as Bus Driver/Custodian, each supervisor must complete an evaluation form.
7. When an employee's evaluation demonstrates he/she fails to meet standards or needs to improve any of the evaluation factors, the evaluation shall contain recommendations by the evaluator to help the employee improve his/her performance.
8. Violations of the evaluation procedure contained in this Article are subject to the grievance procedure. The ratings or other qualitative comments by the evaluator are not subject to the grievance procedure, but any employee who has reason to question any rating or qualitative comment on his/her evaluation has the right to request a review of the evaluation by the Superintendent, provided the employee has first raised and discussed the concerns with the evaluator and remains unsatisfied with the evaluation. The request shall be in writing, filed with the Superintendent within ten calendar days after the employee receives the evaluation, and shall include a detailed statement of the employee's concerns.

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ARTICLE 9

VACANCIES, TRANSFER, AND PROMOTIONS

It is the intent of this Article to demonstrate that the Association and the District agree that seniority is valued and that permanent employees are given priority consideration when filling vacancies. It is also the intent of this Article to insure that the District meets its responsibility pertaining to hiring and assignment of staff by retaining its right to select, assign, and transfer employees.

A. Definitions:

1. A vacancy is defined as a new or existing bargaining unit position which the District intends to fill.
2. A transfer is defined as the voluntary or involuntary lateral movement of a bargaining unit employee within a classification or the voluntary transfer of a bargaining unit employee to another classification at the same wages range, including transfers that provide an increase in hours.
3. A promotion is defined as movement from a position in one classification to a position in another classification at a higher wages range.

B. Vacancy Process:

1. Vacancies shall be filled in the following order: (1)
 - Transfers
 - (2) Reemployment lists
 - (3) Qualified applicants in accordance with this Article

C. Vacancy Posting:

1. Prior to filling vacancies, the District shall post all vacancies for not less than 5 working days at each school site, transportation department, and District Office.
2. Job vacancy postings shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the minimum number of hours per day, days per week, and months per year assigned to the position, the wages range, and the deadline for filing an application.
3. During times when employees are not assigned for duty, the District will notify all CSEA members via telephone message that there is a CSEA bargaining unit position open and that the CSEA member should check their district email for more information regarding open positions.

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D. Transfers

1. Seniority is an important and valued criterion that shall be considered when filling District vacancies. To demonstrate the importance and valuing of seniority, the process followed to fill vacancies shall insure that permanent District employees requesting transfers be given consideration before probationary employees or outside applicants are considered to fill vacancies.
2. Bargaining unit members in the same classification shall be given priority consideration before employees outside the vacancy's classification.
3. A permanent employee may apply for a transfer at any time to any vacancy within his or her present classification by filing a written request with the District Office. The written request shall include the job site(s) to which the transfer is requested.
4. An employee on leave shall have the right to have his/her Chapter representative file for the transfer on his/her behalf.
5. Applications from permanent employees shall be considered and, if the administration determines it to be appropriate, interviews shall be conducted to determine if a transfer applicant will be assigned to fill the vacancy.
6. Successful functioning of the District is dependent upon the employment of qualified and competent employees. The Superintendent shall retain final authority in determining selection, assignment, and transfer of employees.
7. If any permanent employee is not granted a requested transfer, upon written request the Superintendent/designee will give the employee an explanation why she/he did not receive the requested transfer. Explanations shall be for the employee's information only and shall not be placed in personnel files. The decision and explanation shall not be subject to grievance process.

E. Promotion

1. The District may concurrently interview bargaining unit employees and outside applicants for a vacancy.
2. All bargaining unit members who meet minimum qualifications shall be entitled to be interviewed for the vacancy.
3. The District shall retain the right to select an outside candidate. However, the candidate must have been determined by the Superintendent/designee to be more qualified than bargaining unit employee applicants. The determination made by the Superintendent shall not be subject to the grievance procedure.

4. Upon written request, all bargaining unit applicants who are not promoted are entitled to a written explanation for the decision. The decision and explanation shall not be subject to the grievance process.

F. Involuntary Transfers

1. In the event that a position cannot be, or is not filled by means of voluntary transfer, the District reserves the right to transfer an employee from one assignment and/or work site to another assignment and/or work site based on the educational needs and effective operation of the District.
2. The Superintendent shall give priority consideration to transferring the least senior person. However, the Superintendent, in considering any involuntary transfer, may also base his/her choice on:
 - a. The need to balance various employee skills among the schools;
 - b. The impact on the educational program of the proposed transfer;
 - c. The employee's background and preparation for the position;
 - d. The employee's success in former positions; and
 - e. Any other reason deemed necessary for the good of the District.
3. Upon written request, the Superintendent shall provide individuals who are involuntarily transferred a written statement as to the reason for the transfer. The Superintendent's decision and explanation regarding an involuntary transfer are not subject to the grievance process.

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ARTICLE 10

LEAVE POLICIES

A. Sick Leave

1. The District shall, in accordance with law, provide for a compensated leave of absence from duty to any classified employee who is compelled to be absent from duty because of accident, illness, or quarantine. The District reserves the right to specify, within the limits of statute, the following:
 - a. Total allowable sick leave.
 - b. Those entitled to sick leave.
 - c. Manner of verifying the legitimacy of leave taken.
 - d. Records maintained of sick leave.
 - e. Discipline to be enacted for misuse of sick leave.
2. Classified employees employed regularly five days per week are entitled to one day sick leave per month commencing on the first day of employment.
3. Employees are to create absences in Frontline, if scheduled in advance. If any employee is not able to create the absence in Frontline, the employee must notify their supervisor so they can create absence for employee.
4. Employees absent more than five consecutive days or a total of fifteen days in any school year may be required to submit a physician's statement. Each statement should show:
 - a. Date of treatment.
 - b. Whether or not the classified employee can perform all assigned duties
5. Based upon reasonable suspicion that sick leave is being misused, the Superintendent may, at any time and with prospective effect, require additional written verification by the employee's physician or practitioner. Such verification shall be required, for example, whenever an employee's absence record shows chronic absenteeism, or a pattern of absences immediately before or after weekends and/or holidays, or whenever evidence indicates that an absence is not related to illness or injury.
6. Before returning to work, an employee who has been absent for extended medical treatment shall submit to the District Personnel Office a letter from his/her medical provider stating that he/she is able to return and stipulating any recommended restrictions or limitations.

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7. A sick leave absence shall commence when the classified employee notifies the office. A sick leave day once commenced may not be reinstated as a working day without the approval of the Superintendent.
8. Whatever the claims of disability, no day of absence shall be considered a sick leave day when the classified employee has engaged in any activity which would raise doubt regarding the validity of the sick leave request.
9. The personnel records of the District shall show the attendance of each employee, and such days as that employee may be absent for reason of illness, accident, or other cause. Sick leave balances appear on each month's regular pay check. These balances reflect the balance as of the end of the prior month and do not reflect current month usage.
10. During any calendar year, unit members are entitled to use up to one-half of their annual entitlement of accrued sick leave described in section A to attend to an illness of a child, parent, or spouse of the employee. For purposes of this provision, "child" is defined as a biological, foster, or adopted child or a stepchild, a legal ward or a child of a person standing "in loco parentis"; "parent" is defined as a biological, foster, or adoptive parent, a stepparent or a legal guardian. All conditions and restrictions regarding the use of sick leave shall also apply to this section.

B. Pregnancy Disability Leave

Unit members are entitled to use sick leave for reasons caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leaves shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

Unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, or recovery therefrom when accumulated and extended sick leave has been exhausted. The beginning and ending date of such leave shall be determined by the unit member on leave and the unit member's physician. A written certification from the physician is required at both the beginning and ending of the leave and must verify that the illness or disability is a specific consequence of pregnancy, miscarriage, childbirth, or recovery therefrom. A unit member on leave for pregnancy reasons shall be entitled to return to a position comparable to that held at the time the leave commenced.

C. Parental Leave

Unit members may elect to utilize 12 workweeks of parental leave in any 12-month period. For purposes of this section, "parental leave" means leave for the purpose of the birth of a child of a unit member, or the placement of a child with a unit member in connection with the adoption, or foster care of the child by the unit member as provided by California Family Rights Act (CFRA) and Education Code 44977.5

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1. Sick leave may be used during parental leave. If a unit member exhausts all available sick leave, including accumulated sick leave and continues to be absent under parental leave, he/she shall be entitled to differential pay as defined in Education Code during the remainder of the 12 workweeks. Differential pay for parental leave is in addition to any other differential pay provided under existing law.
2. For birthing mothers, the 12 workweeks of parental leave within a 12-month period shall commence at the conclusion of any pregnancy disability leave.
 - a. For non-birthing parents, the 12 workweeks of parental leave within a 12-month period shall commence on the birth or placement of the child in the unit member's family.
 - b. Where both parents are employees of the District, the two parents are entitled to share a total of 12 workweeks of parental leave.
3. Unit members may elect to use accumulated compensatory time or vacation leave during Parental Leave. Parental leave may be taken intermittently during the 12-month period, but generally leave must be taken in two week increments. Requests for leave of less than two week period shall be granted on two occasions, and may be granted on other occasions.
4. Unit members are entitled to a 12 workweeks of parental leave per child. However, if a school year terminates before 12 workweeks of parental leave are exhausted, the unit member may take the remainder of the 12 workweeks in the subsequent school year.
5. The District shall continue to pay the unit member's health benefits during parental leave to the same extent as if the employee was not on leave.
6. In order to qualify for parental leave, unit members must have worked for the District a total of 12 months.
7. Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks.
8. Consistent with CFRA, parental leave must be completed within one year of the birth, adoption, or foster care placement of a child.
9. The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

D. Bereavement Leave

1. The District shall, in accordance with law and pursuant to the provisions of this Agreement, provide for classified employees' absence for bereavement leave with full pay.

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2. For the purposes of this section, members of the employee's immediate family are: spouse, father, mother, step-parents, children, sister, brother, aunt, uncle, niece, nephew, grandfather, grandmother, grandchildren, son-in-law, daughter-in-law, step-son and step-daughter. In addition, the following relatives of an employee's spouse are defined as immediate family: father, mother, step-father, step-mother, children, sister, brother, aunt, uncle, niece, nephew, grandfather, grandmother and grandchildren. Also, any person who is a member of the employee's household (whether a relative or not) is considered immediate family.
3. The total number of days leave of absence for bereavement purposes shall not exceed three days inside the state or five days if out-of-state travel or travel in excess of 300 miles one-way. This is not charged to sick leave.

E. Personal Necessity Leave

1. "Personal necessity" shall be defined as follows: A circumstance which urgently and/or legally requires an employee's presence at a place other than the assigned place of duty. The circumstances must typically be unforeseen or beyond the control of the employee and involve an occurrence or situation of such type that the employee could not reasonably be expected to accommodate for it outside of assigned working hours.
2. Any days of absence for illness or injury earned pursuant to Education Code section 45191 may be used by the employee, at his/her election, in cases of personal necessity, including any of the following:
 - a. Death of a member of the immediate family when additional leave is required beyond that provided under bereavement leave.
 - b. Accident involving the employee, employee's property or the person or property of a member of his/her immediate family.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. (Advance notice required.)
 - d. Accident involving his/her person or property, or the person of a member of his/her immediate family, of such emergency nature that the immediate presence of the employee is required during his/her work day. (Advance permission not required.)
 - e. Response to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee of such emergency nature that the presence of the employee is required during his/her regular working hours and no alternative meeting time during non-duty hours can be arranged. (Advance permission required.)

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- f. Other serious personal emergencies which cannot be resolved on a non-working day. If approved by the Superintendent or his/her designee. (Advance permission required.)
 - g. Such other reasons which may be prescribed by the Governing Board.
- 3. For the purposes of this section, members of the employee's immediate family are: spouse, father, mother, step-parents, children, sister, brother, aunt, uncle, niece, nephew, grandfather, grandmother, grandchildren, son-in-law, daughter-in-law, step-son and step-daughter. In addition, the following relatives of an employee's spouse are defined as immediate family: father, mother, step-father, step-mother, children, sister, brother, aunt, uncle, niece, nephew, grandfather, grandmother and grandchildren. Also, any person who is a member of the employee's household (whether a relative or not) is considered immediate family.
- 4. No earned leave in excess of seven days may be used in any school year for the purposes enumerated in this Section D without approval of the Board.
- 5. Regardless of any provision in Section D2, above, three of the seven days referred to above may be used for personal reasons not covered by reasons in Section D2, above, subject to the following conditions:
 - a. The Superintendent or designee may refuse to allow the date to be taken if, in his/her determination, an emergency exists requiring the presence of the employee.
 - b. The day cannot be used for concerted activities against the District, for employment elsewhere, or for compensated activities as an independent contractor elsewhere.
 - c. The day off cannot be used simply to extend a holiday, weekend, or recess period. If the need to take a day off during one of these periods arises, the employee shall notify the Superintendent or designee of the reason and seek approval of such day.

F. Jury Duty

- 1. The District shall grant leave of absence to any employee regularly called for jury duty in the manner provided for by law. The District shall grant such leave with pay up to the amount of the difference between the employee's regular earnings and any amount he/she receives as juror's fees.

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2. The employee shall notify the appropriate supervisor when released from jury duty under the following conditions:
 - a. The release comes prior to the regular assigned District duty schedule.
 - b. If the employee can work one-half the regularly scheduled work shift.
3. The District may require the employee to return to work should the above two conditions exist. When an employee is required to return to work, the regular earnings and the jury duty compensation shall be the employee's.

G. Catastrophic Leave

1. If the Superintendent or designee receives written verification from an employee's physician or from the physician of an employee's immediate family member, that the employee or the employee's immediate family member, has been examined by the physician, has been determined to be physically ill or injured, and the physician has determined that the employee cannot return to work due to their own illness or injury or due to illness or injury of the employee's immediate family member and that the family member requires the employee's care, until a date which will require the employee to be placed on unpaid or partial pay leave, the Superintendent shall contact the employee and determine whether the employee desires to request that sick leave be donated by other employees for his/her use.
2. For the purposes of this section, members of the employee's immediate family include those specified in Section D.2. of this Article.
3. If the employee desires that donations of sick leave be solicited, the Superintendent, in cooperation with the Association president, shall solicit donations of sick leave credit from employees at such intervals and in such amounts as the Superintendent determines are appropriate under the circumstances. The solicitation shall not identify the donee, and the donors' identity shall be kept confidential.
4. Upon cessation of need for such donated sick leave, unused sick leave shall be returned to the donors' credit. A donor may not revoke the donation.
5. The District shall determine the methods of administration of the program, including records to be retained.
6. An initial catastrophic leave request is not to exceed thirty (30) workdays. However, if a unit member is unable to return to work following the use of the initial catastrophic leave, then he/she may reapply for additional catastrophic leave. The maximum amount of donated sick leave that any employee may use is 100 days per catastrophic event.

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H. Family Care Leave

The District shall provide unpaid Family Care and Medical Leave as required by law and as reflected in Administrative Regulation 4161.8.

I. Industrial Accident or Industrial Illness (Workers' Compensation) Leave

All employees in the unit are eligible for up to 60 work days for Industrial Accident or Industrial Illness Leave at full salary. Employees shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

1. The accident or illness must have arisen out of and in the course of employment of the employee.
2. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability not to exceed 60 working days in any one fiscal year.
3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of qualified absence.
5. When an employee is absent from duty on account of industrial accident or illness, the employee shall be paid such portion of the wages due for any month in which absence occurs as, when added to the employee's temporary disability indemnity, will result in payment to the employee of not more than full wages.
6. Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
7. When an Industrial Accident or Illness Leave occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount of unused leave remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
8. Any employee receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.

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9. The industrial accident or illness leave is to be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation, or other available leave which, when added to the workers' compensation award, provide for a full day's wage.
10. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
11. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for persons on a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
12. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed from employment.

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ARTICLE 11

COMPENSATION

A. Salary

1. The bargaining unit salary schedule is attached as Appendix A.
2. Current regular employees who substitute temporarily in a position in a higher salary range will be paid at their current step in the salary range two ranges higher unless the first step of the range being substituted in is higher pay, in which case the employee will receive that higher pay for substitute work.
3. Retiree Longevity Recognition
 - a. The District wants to recognize unit members who have dedicated the majority of their career to the Palermo Union School District for their years of service in the District.
 - b. Unit members will received the following one time payment upon retirement from the Palermo Union School District:

20 years of service – 2% of base salary; not to exceed \$2,000
25 years of service – 3% of base salary; not to exceed \$3,000
30 years of service – 5% of base salary; not to exceed \$5,000
4. When a unit member's regular assignment is in a combination of classifications, they shall be compensated at their current step in the highest classification of their assignment effective July 1, 2022.

B. Health and Welfare Benefits

1. The District will pay the following monthly benefits for those classified employees who are eligible. The payment will be for the period of the duration of this contract.

a. Medical

The District will pay for a Butte Schools Self-Funded Program (JPA) offered plan for medical benefits for family coverage for employees working four or more hours per day (subject to Article XI, paragraph B3). The maximum District monthly contribution for a medical plan is \$1,151 per month per full-time eligible employee.

Employees may select any plan offered to the CSEA bargaining group by the Butte Schools Self-Funded Program (JPA). If the cost of the plan selected exceeds the district contribution for medical the employee must pay through payroll deduction the difference in cost. If the unit member chooses a plan that costs less than the district contribution for medical, the savings may be used to offset dental or vision premiums. Any unused portion of the medical

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contribution will be issued to the employee as pay in lieu of benefits.

b. Dental

The district will provide fully paid dental BSSP Plan 8. Unit members will have the option to choose from any dental plans offered by BSSP. If the unit member chooses a plan that costs more than Plan 8, the increased cost will be the responsibility of the unit member. If the unit member chooses a plan that costs less than Plan 8, the savings may be used to offset medical or vision premiums.

c. Vision

The district will provide fully paid vision BSSP Plan 4. Unit members will have the option to choose from any vision plans offered by BSSP. If the unit member chooses a plan that costs more than Plan 4, the increased cost will be the responsibility of the unit member.

d. Life

Subject to the following conditions, the District agrees to pay the full cost for a group life insurance policy of \$50,000 for bargaining unit employees under the age of 65. The life insurance benefit is reduced to 67% of \$50,000 for employees age 65-69, and 50% of \$50,000 for employees age 70 and over. Currently the Hartford covers bargaining unit employees, as long as the employee is regularly assigned to 15 hours work or more per week. Effective July 1, 1995, unit employees regularly assigned to less than 15 hours of work per week, may be covered, at their election, for group term life insurance through the CSEA-sponsored voluntary life insurance program. It is that employee's responsibility to make arrangements for such coverage with the CSEA-sponsored insurance carrier. The employee will arrange for documentation to be delivered to the District Office verifying such coverage and cost in order for the District to set up the necessary deductions for payment.

2. The Association agrees to appoint such number of Association members as the Superintendent shall direct to participate with management members in such studies as the Superintendent shall direct on alternative health and welfare benefits and their costs.
3. The threshold of number of hours worked per week in order to receive District health and welfare benefits shall remain the same (twenty hours per week). However, effective July 1, 1992, for any twenty-plus hours per week part-time employee hired on or after that date as a new employee, the District shall pay only a pro-rata portion of the full monthly premium for health and welfare benefits based upon seven hours being considered for this purpose as a full-time assignment. Thus, for a twenty hours per week employee, the District would pay 4/7 of the monthly premium; for 25 hours/week, 5/7 of the monthly premium; for 30 hours/week, 6/7 of the premium; and for 35-40 hours/week, all of the premium.



C. Retiree Medical Insurance Benefit

1. Qualified retirees shall receive \$1,176 per month as a contribution towards retiree medical insurance and/or dental and/or vision insurance. Part time employees who meet the requirements below, would be eligible for continued prorated medical benefits on a basis equal to the proportional amount paid for the medical insurance during the last year of employment in the District.

The retiree contribution will be adjusted to reflect the active medical, dental, visions contribution in future years.

Any difference between this dollar amount and any lower amount actually paid, should such occur, shall not accrue to the retiree or the Association. The obligation for District payment of any such amount shall cease upon the retiree's 65th birthday.

2. To be eligible for any payment provided for in 1, above, the employee must meet one of the following conditions.
 - a. The employee must qualify, apply for and be in the process of receiving retirement benefits under the PERS retirement system for the year that she/he retires:
 - b. Be enrolled in any district provided medical plan for at least 5 years prior to retirement
 - c. Must have been employed by the District for a minimum of 15 years.
3. The period of years of prior service required under 2, above, shall not be deemed broken by a Board-approved leave of absence without pay for health reasons.

D. Medical, Dental, and Vision Options Available to CSEA Unit Members Working Less than Four Hours.

All CSEA unit members who are regularly assigned to work less than four hours per day (or less than twenty hours per week) shall have the option to obtain medical, dental, and/or vision coverage at the JPA composite rate, consistent with the employee paying full premium costs through payroll deductions. Selection of options can be made during an open enrollment period or at the time of employment.

E. Section 125 Plan

The District will provide a Section 125 "Flexible Spending" Plan for eligible bargaining unit members, for eligible medical, dental, vision, and dependent care expenses. The administrator of the plan for the CSEA classified bargaining unit shall be American Fidelity Assurance Company unless the District and CSEA mutually agree to another administrator. The Section 125 Plan will allow employees to pay for Section 125 Plan qualified items with pre-tax dollars.

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ARTICLE 12

HOLIDAYS AND VACATION

A. Scheduled Holidays

The District agrees with the state law in regards to the paid holidays and will provide employees in the bargaining unit with the following paid holidays*:

1. January 1 - New Year's Day
2. January - Dr. Martin Luther King, Jr. Day
3. February - Lincoln's Day
4. February - Washington's Day
5. May - Memorial Day
6. July 4th - Independence Day
7. September - Labor Day
8. November - Veteran's Day
9. November - Thanksgiving Day
10. November – Day after Thanksgiving Day
11. December 24 - Christmas Eve
12. December 25 - Christmas Day
13. December 31 – New Year's Eve Day
14. Floating Date – Admission Day
15. Floating Date – Juneteenth

- * If a holiday falls on a Saturday, the preceding workday not a holiday shall be the holiday.
- * If a holiday falls on a Sunday, the succeeding workday not a holiday shall be the holiday.

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B. Holiday Eligibility

Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, 25, 31, and January 1 shall be paid for those holidays, provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period. With the approval of the department supervisor, employees who normally work during the Christmas recess period will be permitted to schedule designated holidays during that recess period to other times during that period. Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

Lincoln and Washington's Day may be one holiday on "President's Day," depending on each school year's calendar; provided, however, if the District schedules only a one-day holiday, it will meet with CSEA and agree upon an additional paid day off.

C. Vacation Eligibility

Vacation benefits are covered on a fiscal year basis from July 1 to June 30. Effective July 1, 1990, from the first year through the sixth year of service, vacation time shall be earned at the rate of one day vacation for each month of service, not to exceed twelve days per fiscal year. Commencing with the seventh year of service, and running through the tenth year, vacation time shall be earned at the rate of 1.25 days vacation for each month of service, not to exceed fifteen days per fiscal year. Commencing with the eleventh year of service, and running through the fourteenth year, vacation time shall be earned at the rate of 1.5 days vacation for each month of service, not to exceed eighteen days per fiscal year. Commencing with the fifteenth year of service, vacation time shall be earned at the rate of 1.67 days vacation for each month of service, not to exceed twenty days per fiscal year. Commencing with the twentieth year of service, vacation time shall be earned at the rate of 1.83 days vacation for each month of service, not to exceed twenty-two days per fiscal year. Commencing with the twenty-fifth year of service, vacation time shall be earned at the rate of 2.0 days vacation for each month of service, not to exceed twenty-four days per fiscal year.

- D. Vacation days are to be taken at the convenience of the District and with the approval of the immediate supervisor and/or administrator. Should the Superintendent determine that it is in the best interest of the District, because of a critical need, a scheduled vacation may be canceled by giving the employee a notice at least ten calendar days in advance of the starting date of the employee's scheduled vacation.
- E. 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 greatest seniority shall be given his/her preference.
- F. Subject to the conditions stated in Paragraph D, above, ten-month employees who earn more than ten days of vacation per year may request and have scheduled during the school year those days of vacation in excess of ten. Any such excess vacation time that is not utilized shall be paid off in June.

ARTICLE 13

TRANSPORTATION

A. Assignment of Daily Bus Routes

Daily routes with the highest number of hours shall be offered to bus drivers on the basis of seniority at the beginning of the school year and thereafter as changes occur, including summer school.

B. Field Trips and Standby Time

The District will allow the regular bus drivers to have first call on any field trip that is supported by District funds and where District vehicles are used which require a bus license, and also where field trips are taken by groups leasing the District's school buses. Non-District vehicles which require a bus license will only be used in an emergency. (The use of the phrase "District funds" includes within its meaning all monies received by the District, including any local, county, state, and federal funds and/or grants and such other gifts of money that may be received by Palermo Union School District.)

C. Standby Time

For any trip where there are several hours of standby time, it will be at the discretion of the Board as to whether the driver will be released from duty and provided accommodations, or paid for this standby time.

D. 1. Extra and overtime assignments for bus drivers to be determined by the following guidelines:

- a. All extra and overtime assignments will be made by the Driver/Instructor. b.

Extra driving such as field trips and substituting on other drivers' runs is not to add an extra cost to the Transportation Department.

- c. Extra driving (within the set eight-hour day) that would result in at least one extra hour on the driver's regularly contracted work day should be scheduled on a rotational basis. This provision also applies to a condition that leads to less than one hour.

- d. No overtime (beyond the set eight -hour day) will be allowed unless absolutely necessary. If it is deemed necessary, no drivers will be granted first call if their hours would also lead to overtime. A rotation basis should also be followed in scheduling drivers for field trips resulting in overtime.

2. The assignment of bus drivers to special trips will, consistent with the provision of this Agreement, be made at the discretion of the District. When possible, for local trips a rotational basis of assignment will be used.

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ARTICLE 14

SERVICE CREDIT

- A. No later than the January 1 prior to a subsequent June retirement date, a qualified bargaining unit employee may apply in writing to the District Board of Trustees requesting implementation of Government Code section 20904 in order to obtain two additional years' service credit for retirement purposes. The application shall be filed with the Superintendent.
- B. Upon receiving any such application, the Superintendent shall accomplish the study and make the computations required by Government Code section 20904 and shall file a report with the District Governing Board recommending approval/disapproval of the employee's application and stating the reasons therefor. A copy of the report will be given to the employee.
- C. The decision whether or not to authorize such implementation shall be entirely within the discretion of the Board of Trustees of the District after receiving the written recommendation of the Superintendent. The County Superintendent of Schools must also review and approve/disapprove the proposal. Unless both the District Board of Trustees and the Butte County Superintendent of Schools approve the proposal, it shall not be implemented.
- D. This article, as of September 29, 1993, is repealed unless the authority contained in Government Code section 20904 is extended by statute enacted before September 29, 1993.

ARTICLE 15

LAYOFF

- A. Classified personnel laid off because of lack of work or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants.
- B. Persons re-employed during this period are entitled to all rights, leaves, and benefits which they were entitled to at the time of their layoff.
- C. Seniority shall be determined by date of hire with the District in a regular classified position, from the first day of paid service in probationary status in each classification plus higher classifications.
- D. To facilitate a reduction in the number of positions in the bargaining unit necessitated by a lack of funds and/or a lack of work, the District shall lay off classified employees in accordance with applicable law and this article.

1. DEFINITIONS

- a. Layoff. The termination of an employee because of lack of work or a lack of funds. An employee may be laid off if:
 - (1) A position is being eliminated and the employee has the least hire-date seniority in the classification plus higher classes.
 - (2) The employee has been displaced following the return from leave of an employee with greater hire-date seniority.
 - (3) The employee has been displaced by an employee whose position was eliminated.
 - (4) The employee has been unable to return to duty following the exhaustion of available periods of paid and unpaid illness or industrial accident leave.
- b. Reemployment Rights. The right to employment in the next vacant position in a classification from which the person was laid off, or has seniority, ahead of any person who is not higher on the reemployment list and ahead of all new applicants.
- c. Reemployment List. A list of the names of laid-off employees, arranged in rank from the greatest to the least hire date seniority in the classification from which laid off.

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- d. Displacement (Bumping Rights): The right, when actually facing layoff, to displace a less senior employee in the same classification, or in an equal or lower classification in which the employee who is facing layoff has formerly held regular status. An employee facing layoff shall meet with the Superintendent or his/her designee to discuss positions into which the employee may bump. If more than one position is available for the employee to bump into, and the Superintendent and employee cannot reach agreement on which one shall be assigned, the Superintendent shall retain final authority in determining the employee's assignment.
- e. Break in Service. A complete separation of a regular employment relationship with the District. A Board-approved leave of absence, either paid or unpaid, is not considered a break in service.
- f. "Higher Class" shall refer to service in any classification which receives a higher range of pay than the classification being laid off. The basic salary range for a classification is the determining factor and not responsibility or longevity of individual employees.
- g. Hire-Date Seniority. Is defined in Section C above

2. PROCEDURES FOR LAYOFF

- a. Notice of Layoff. Except as otherwise provided by law, the District will give employees no less than sixty (60) calendar days notice prior to the effective date of their layoff. Such notice shall inform the employee of displacement rights, if any, and reemployment rights. The Superintendent shall provide written notice to the Association President that a layoff will be considered by the Board.
- b. Criterion for Layoff. Length of service (seniority) shall be the only criterion used to effect layoffs. Length of service shall be calculated on date of hire. If two or more employees have the same hire-date, the determination as to which shall be laid off first will be made by lot.
- c. Order of Layoff. Classified employees shall be laid off in inverse order of hire-date seniority by job classification. Employees who have been employed the shortest time in the classification, plus higher classifications, shall be laid off first.
- d. Rights of Employees Upon Layoff.
 - (1) A reemployment list for each classification subject to layoffs will be established and maintained for at least 39 months, or until exhausted, whichever is sooner.
 - (2) The names of employees who are laid off will be placed on the reemployment list by hire-date in accordance with length of service in the classification, plus higher classification.

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- (3) Persons on layoff reemployment lists will be reemployed over all other candidates for a position vacancy within the laid-off person's classification.
- (4) Employees on reemployment lists shall be eligible to compete for vacancies for which they can qualify and shall be considered as promotional applicants, as provided for in this agreement and Board policy.
- (5) An employee who meets the qualifications may elect retirement under the Public Employees Retirement System and shall be placed on an appropriate reemployment list. If an employee subsequently accepts, in writing, an appropriate vacant position within the period of 39 months, the District shall maintain the vacancy until PERS has processed the request for reinstatement from retirement.
- (6) Those entitled to bump may bump into a position with greater, the same, or fewer hours. An employee bumping must first choose a position with the same number of hours to bump into if one is available. The employee may bump into a position with greater hours rather than less hours if no position with equal hours is available.

e. Demotions (Displacement) in Lieu of Layoff.

- (1) In lieu of being laid off, an employee may elect to bump into a classification that is paid on an equal or lower salary range provided the employee has sufficient seniority in the equal or lower classification. The employee shall be allowed to displace a less senior employee in accordance with Section D (1) (d) of this article. If the employee bumps into an equal or lower classification in which he/she has probationary status, the employee shall be required to serve out the remaining portion of the probationary period.
- (2) To be considered for bumping into an equal or lower classification, an employee must notify the District in writing of such election not later than seven (7) calendar days after receiving a layoff notice.
- (3) Any employee who bumps into an equal or lower classification pursuant to this article, shall be placed on the step of the salary range in the equal or lower classification that is closest to, but not greater than, the employee's present salary.
- (4) An employee displaced pursuant to this rule shall have the same rights as persons laid off for lack of work or lack of funds.

3. REEMPLOYMENT

- a. Laid-off employees are eligible for reemployment in the classification from which laid off for a 39-month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.
- b. A laid-off employee who, at the time of layoff, took a voluntary demotion or voluntary reduction in assigned time shall be, at the employee's option, returned to a position in his/her former classification or to a position which increases assigned time as vacancies become available for an additional period of 24 months; provided, that the same tests of fitness under which the employee qualified for appointment to the classification still apply. Such employees shall be ranked in accordance with their hire-date seniority on the reemployment list.
- c. When a vacancy occurs in a classification for which a layoff reemployment list has been established, the senior employee on the list will be notified and given the opportunity to accept the vacancy. The laid-off employee may decline the offer of employment and retain their position on the list; the offer will then be made to the next person on the list. The laid-off employee will only be eligible for reemployment in the job classifications in which the employee had previously served.
- d. An employee who has been laid off for lack of work or lack of funds, and who is on a layoff reemployment list, may be employed as a substitute employee in his/her original classification or in any other classification for which qualified, and such employment shall in no manner jeopardize or otherwise affect the employee's status or eligibility for reemployment.

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ARTICLE 16

PLAYGROUND SUPERVISORS

- A. Part-time playground positions and the work (non-exclusively unit work) will be added to the unit effective April 12, 1996, but none of the current contract will be applicable to them except Article III. The parties will negotiate as soon as possible on their wages, hours, and terms and conditions of employment.
- B. All part-time playground work vacancies will be posted in-house prior to August of each year and as vacancies arise during the year. Regular part-time aides in the unit will be offered part-time playground work first, before the District hires outside people. The District has discretion to determine the amount of time that will be offered and whether it will be offered to one or more employees.
- C. Regular part-time aides in the unit who accept additional part-time playground work will be paid, for the playground work, at their aide rate, but will not get credit for additional time for purposes of obtaining health and welfare benefits.
- D. The District may reduce or eliminate the playground work hours of a part-time playground worker or an aide in the unit at its discretion. The District will provide the outside-hired part-time playground worker with five work days prior written notice from the Superintendent. If an aide's part-time playground work is reduced or eliminated, he/she shall receive ten workdays' prior written notice from the Superintendent.
- E. Effective April 12, 1996, for an aide with additional playground supervisor work, seniority credit will accrue for the playground work time as instructional aide. Regular part-time aides in the unit who, prior to April 12, 1996, performed part-time playground work which was included in regularly contracted hours will have such additional time treated as regular aide time for all purposes; paragraphs 3 and 4 (above), however, shall apply to such employees.
- F. Even though an outside-hired part-time playground worker will be in the bargaining unit, he/she is not a classified employee, and, except as otherwise required by law, none of the statutes providing procedures and benefits applicable to classified employees will be applicable to them.
- G. Loading and unloading of buses is included within the work of instructional aide and part-time playground workers.

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ARTICLE 17

INSTRUCTIONAL AIDE PROFESSIONAL GROWTH PROGRAM

A. Eligibility

All instructional aides are eligible to enter the Professional Growth Program. B.

Review Committee

A professional Growth Review Committee shall be established. The composition of this Committee shall be as follows:

1. Three classified employees selected by CSEA.
2. Two employees appointed by the Superintendent. The Superintendent will appoint the chairman of this committee.

The duties of the Committee shall include:

1. Hearing and deciding appeals for professional growth credit denied by the Superintendent.
2. Recommending additional or revised professional growth policy.

C. Criteria for Professional Growth Credit

Professional growth credits may be achieved through participation in the following activities:

Credit may be earned by taking courses at universities, colleges, junior colleges, or through an accredited college correspondence school. It is anticipated that coursework will be related to improvement of job performance in the position occupied by the employee. Other courses may be acceptable with the Superintendent's approval. Courses must be completed with a passing grade of C or better to receive credit. One professional growth credit will be awarded for each semester unit earned and 2/3 of a professional growth credit will be awarded for each quarter unit. Credit can not be obtained for courses attended during the employee's regular working hours or if the district is paying course tuition.

D. Application to Participate

Prior to commencing growth activities, an employee should complete an application for professional growth credit, outline anticipated activities, and submit it to the Superintendent. Prior approval is not required, but is recommended as late submission does not guarantee approval by the Superintendent. Approval prior to the completion of the growth activity is required. Any decision of the Superintendent may be appealed to the Professional Growth Review Committee.

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E. Verification of Completion of Approval Activities

Coursework – The employee must submit a graded transcript to the District office. A certification of satisfactory completion, signed by the instructor, will be accepted in cases where a graded transcript is not applicable to the coursework undertaken.

F. Qualifying for the Stipends/Professional Growth

When an employee has completed fifteen approved professional growth units, he/she shall receive an annual salary increase in the amount of \$300 to be paid in monthly increments beginning the fiscal year immediately thereafter. There will be a maximum of sixty units that can be earned for purposes of this clause.

Employees requesting professional growth unit credits or degree stipends must file such requests with the Superintendent on or before April 15th of each year. Supporting records of transcripts verifying units must be filed with the Superintendent no later than August 31st of the ensuing year. If, by September 15th, the employee is unable to submit supporting records or transcripts verifying units, official notices in the form of a grade card of letter from the college or university shall be submitted. Such temporary verification which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement. The employee shall provide the official transcript or affidavit document to the District at the earliest possible date.

G. Annual Stipends

Stipends will be earned for degrees in accordance with the following schedule (only one stipend at the highest level earned will be given);

\$250	AA
\$400	BA

ARTICLE 18

EVERY STUDENT SUCCEEDS ACT

Under the Every Student Succeeds Act (ESSA) paraprofessional are to be assigned based on state certification criteria contained in California Education Code Section 45330.

1. The parties agree that the current position classifications meet the definition of a paraprofessional under California Education Code Section 45330:
 - a. Instructional Aide – K-8;
 - b. Instructional Aide – Bilingual
 - c. Instructional Aide PK-8 Special Education – Intervention Assistant
 - d. Instructional Aide – In House Suspension (4-8)
 - e. Library Technician
2. The parties agree that all individuals hired into these classifications, as listed in Section 1 above, shall meet the required qualifications of California Education Code Section 45330.
3. The District will offer multiple ways for unit members and new hires to meet the requirements of California Education Code Section 45330. Requirements may be met in three ways:
 - a. Unit members and new employees may qualify with an associate of arts (AA) or associate of science (AS) degree or higher degree from an institution of higher education; or;
 - b. Unit members and new employees may complete 48 semester units from an institution of higher education; or;
 - c. Unit members and new employees may successfully pass a District-authorized examination. Currently authorized examinations include an examination offered by the Cooperative Organization for the Development of Employee Selection Procedures (CODESP).
4. Should ESSA or California Education Code Section 45330 legislation be revised or replaced with new legislation concerning criteria for paraprofessionals, the parties agree to revisit this article.

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ARTICLE 19

PERSONNEL FILES

- A. The personnel file of each employee shall be maintained at the District's office. Any regular or special evaluation shall be a part of that file. The evaluator may retain a copy of the evaluation for his/her supervisory purposes.
- B. Except by mutual agreement to the contrary, employees shall be provided with a copy of any derogatory written material at least ten work days before it is placed in the employee's personnel file.
- C. The employee shall be given an opportunity during normal business hours and without loss of pay to review the derogatory material. He/she shall have ten work days to respond in writing, and any such response shall be attached to the derogatory material in the personnel file.
- D. An employee shall have the right to inspect 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, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination. The inspection shall not be made at a time when the employee is required to render services to the District.
- E. All personnel files shall be available for inspection by persons other than the employee when appropriate in the administration of the District's affairs or the supervision of the employee. If the person seeking inspection is acting on behalf of the employee, that person must present written authorization from the employee for such inspection prior to inspection of the file.
- F. After remaining in the file for a period of two years, upon the request of the employee or his/her authorized representative the specified derogatory material shall be sealed in an envelope marked "TO BE OPENED ONLY BY THE SUPERINTENDENT" and retained in the employee's personnel file. If the Superintendent opens the envelope, he/she shall notify the employee or his/her authorized representative that the envelope has been opened, and the Superintendent may use the derogatory material in any manner not prohibited by law.

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ARTICLE 20


DURATION OF AGREEMENT

This agreement represents the entire agreement between the District and the Association and shall continue in full force and effect commencing July 1, 2020 through June 30, 2023.

The parties agree that there may be some prior agreements, memorandums of understanding or side letter agreements that are not currently represented in this Agreement. The parties agree to address these and other successor agreement reopener items that were not completed during 2020-21 negotiations, and that all related Articles will be reopened during the 2021-2022 year.

Thereafter, this agreement shall continue in effect year-by-year unless one of the parties notifies the other in writing, no later than April 15, of its request to modify, amend, or terminate the agreement. During each term, each party may reopen negotiations annually on salary, health and welfare benefits, plus two additional articles of its choice. Additional articles may be reopened if the parties mutually agree in writing to do so.

No later than October 1 of the calendar year in which the Agreement expires, the parties shall meet and negotiate in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by both parties.

By 
CHAPTER PRESIDENT

By 
SUPERINTENDENT AND SECRETARY TO
GOVERNING BOARD

Date 7/1/2020

Date 7/1/2020

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**PALERMO UNION ELEMENTARY SCHOOL DISTRICT
2022-23 CLASSIFIED SALARY SCHEDULE**

CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9-12	STEP 13-15	STEP 16-18	STEP 19-21	STEP 22-24	STEP 25-27	STEP 28-30
1 Hourly	16.77	16.77	16.77	16.77	16.77	17.31	17.94	18.54	19.12	19.67	20.22	20.78	21.35	21.89	22.55
2 Hourly	16.77	16.77	16.77	16.77	17.15	17.76	18.37	19.03	19.56	20.15	20.71	21.31	21.86	22.45	23.11
3 Hourly	16.77	16.77	16.77	16.99	17.60	18.20	18.84	19.49	20.09	20.67	21.27	21.83	22.42	23.00	23.70
4 Hourly	16.77	16.77	16.82	17.40	18.03	18.64	19.30	20.00	20.56	21.18	21.78	22.37	22.97	23.57	24.29
5 Hourly	16.77	16.77	17.24	17.84	18.45	19.12	19.79	20.47	21.08	21.71	22.31	22.92	23.54	24.14	24.87
6 Hourly	16.77	17.06	17.68	18.28	18.94	19.58	20.27	20.98	21.61	22.25	22.86	23.50	24.13	24.76	25.51
7 Hourly	17.55	17.82	18.11	18.77	19.42	20.10	20.79	21.52	22.16	22.81	23.48	24.08	24.74	25.35	26.17
8 Hourly	17.82	18.20	18.58	19.21	19.88	20.57	21.31	22.06	22.72	23.37	24.03	24.70	25.35	26.02	26.81
9 Hourly	18.04	18.37	19.04	19.69	20.40	21.09	21.84	22.62	23.28	23.95	24.63	25.30	25.97	26.69	27.48
10 Hourly	18.23	18.84	19.50	20.20	20.90	21.64	22.41	23.19	23.89	24.57	25.25	25.95	26.68	27.38	28.19
11 Hourly	18.67	19.31	20.02	20.70	21.43	22.17	22.94	23.73	24.45	25.19	25.88	26.61	27.31	28.02	28.86
12 Hourly	19.13	19.80	20.48	21.21	21.93	22.71	23.50	24.33	25.05	25.79	26.49	27.22	27.97	28.70	29.56
13 Hourly	19.61	20.29	21.01	21.74	22.50	23.28	24.07	24.94	25.68	26.43	27.18	27.95	28.70	29.43	30.32
14 Hourly	20.10	20.80	21.52	22.27	23.05	23.88	24.69	25.55	26.31	27.08	27.86	28.62	29.39	30.16	31.07
15 Hourly	20.61	21.32	22.08	22.84	23.65	24.48	25.32	26.23	27.01	27.79	28.58	29.37	30.16	30.95	31.86
16 Hourly	21.11	21.86	22.63	23.41	24.24	25.09	25.95	26.84	27.67	28.46	29.28	30.09	30.89	31.68	32.63
17 Hourly	21.65	22.42	23.21	24.01	24.86	25.73	26.63	27.56	28.37	29.20	30.06	30.87	31.68	32.52	33.50
18 Hourly	22.22	22.98	23.80	24.62	25.49	26.37	27.29	28.25	29.11	29.95	30.78	31.64	32.50	33.35	34.34
19 Hourly	22.77	23.55	24.39	25.23	26.11	27.04	27.98	28.96	29.83	30.68	31.56	32.44	33.31	34.16	35.19
20 Hourly	23.32	24.14	25.00	25.88	26.77	27.71	28.70	29.70	30.59	31.48	32.38	33.24	34.14	35.04	36.08
21 Hourly	25.95	26.73	27.67	28.63	29.64	30.66	31.74	32.85	33.85	34.85	35.91	36.98	38.07	39.23	40.39

Revised to include 8% increase effective 07/01/2022

Board Approved

NFC 14 2022

Palermo Union School District

		NO LONGER USED 11.19.21	
CLASS	POSITIONS	CLASS	POSITIONS
1	Cafeteria Aide	1	PIP Child Aide
4	Cafeteria Helper	2	Family Advocate
5	Library Technician	3	Cafeteria Cashier, School Site Liaison
6	Cook,	4	Reading Intervention Aide, Academic Tutor, Instructional Aide - Child Development Prgm
7	Instructional Aide	5	Bilingual Family Advocate, Case Management, Technician, Computer Technician, Program Services Secretary
8	Health/Office Clerk, Instructional Aide (Bilingual), Early Child Development Instructional Aide	6	Instructional Aide K-8 Special Education- Intervention Asst.
9	Instructional Aide-In House Suspension (4-8)	8	Clerk Typist
11	Attendance/Health Aide	10	Health Aide
12	Custodian I/Groundskeeper, Custodian I, Van Driver	11	Cafeteria Manager, Clerk Typist/Attendance Technician
14	School Secretary, Attendance Technician II, Child Development Program Admin Secretary	16	Business Services Technician, Labor Compliance Technician, Principal's Secretary
15	Custodian Maintenance, Computer Maintenance Technician I		
16	Bus Driver		
18	Bus Driver (Instructor)/Lead Bus Driver		
19	District Maintenance		
20	Computer Maintenance Technician II, Accounts Payable Clerk/Attendance/Data Processor		
21	Chief Mechanic		

1 Substitutes are paid at Step 1 of the position in which they are substituting. When the Director of Maintenance & Operations is absent more than 5 consecutive days, the replacement will receive compensation 2 classes above their regular salary placement for the duration of the absence.

Current regular employees who substitute temporarily in a position in a higher salary range will be paid at their current step in the salary range two ranges higher unless the first step of the range being substituted in is higher pay, in which case the employee will receive that higher pay for the substitute work.

Board Approved

DEC 14 2022

Palermo Union School District

APPENDIX B1

AGREEMENT

Palermo Union School District and California School Employees Association (CSEA) agree that the District's administrative regulation 4218 regulating disciplinary action involving classified employees shall be amended by the Board of Trustees as set forth in the attached AR4218(a) through (h), and that a copy of the new AR4218 will be attached to the master agreement between CSEA and the District as only an informational Exhibit and not as part of the negotiated master agreement.

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION CHAPTER 366

PALERMO UNION SCHOOL DISTRICT

By: Therese A. Swigart
President

By: Don J. [Signature]
Superintendent

Date: 3/20/03

Date: 3-20-03

DS
12-21-05 JS

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DISMISSAL/SUSPENSION/DISCIPLINARY ACTION**A. Progressive Discipline**

1. The District recognizes the general principle of progressive discipline in the initiation of discipline of permanent employees. Informal corrective action may include job counseling, special evaluation, oral reprimand, and written reprimand. Under normal circumstances, it is appropriate that one or more of the above types of corrective action be used before the initiation of a suspension without pay, demotion, reduction of pay step in class, or dismissal. However, the final determination of whether to use one or more of such informal corrective actions and, if so, the one to use is left to the Superintendent's discretion after his/her review of the facts of the matter, and his/her determination shall be final and binding on the employee and the District.
2. While a written reprimand given to an employee is not a "personnel action" as defined in Section D, below, if a written reprimand is to be placed in the employee's personnel file, the employee shall be so informed and given an opportunity to respond to the reprimand within ten workdays after receiving the reprimand. Any response by the employee to a reprimand will be retained with the reprimand in the personnel file. Regarding any reprimand to be placed in an employee's personnel file, the employee may request in writing to meet with the Superintendent regarding the reprimand. Any such request must be filed in the District Office within five regular workdays after the employee receives the reprimand. If a request is filed as described, the Superintendent or his/her designee shall meet with the employee at a mutually convenient time. After any such meeting, the Superintendent/designee's determination on the propriety of the written reprimand shall be final and binding on the employee and the District.

B. Interview of Employee/Administrative Leave With Pay

1. During an investigation of concerns related to employee conduct, the Superintendent or his/her designee shall interview the employee regarding the concerns or request a written statement from the employee regarding the concerns prior to reaching a final conclusion on the matter. The employee may request the presence of a CSEA representative in the interview.
2. During any personnel investigation, the Superintendent may place an employee on leave of absence without loss of pay or benefits (administrative leave).

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DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)**C. Termination of Probationary Employment**

At any time prior to the expiration of the probationary period, the Superintendent may dismiss a probationary classified employee from District employment. A probationary employee shall not be entitled to a hearing.

D. Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

1. Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause as set forth in Section D3, below. The Board's determination of the sufficiency of the cause for personnel action shall be conclusive.
2. No personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of personnel action unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
3. Causes

In addition to any other causes provided by statute or by policy or regulation of the District, each of the following constitutes cause for personnel action against a permanent classified employee:

- a. Falsifying any information supplied to the District, including, but not limited to information supplied on application forms, employment records, or any other District records.
- b. Unsatisfactory performance.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination, including but not limited to willful disobedience.
- f. Dishonesty.
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee, upon employees associated with him/her, upon the public, or upon students.

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DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

- h. Possessing or being under the influence of a controlled substance at work, or furnishing a controlled substance to a minor.
- i. Conviction of a felony, conviction of any sex or drug offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere (no contest), is deemed to be a conviction for this purpose.
- j. Inexcusable absence without leave.
- k. Immoral conduct which is of such nature that it causes discredit to the District or to the employee's employment.
- l. Discourteous, offensive, or abusive conduct or language toward a member of the public, a student, or another employee.
- m. Political activity as proscribed by law.
- n. Misuse of District property or failure to adequately care for or safeguard assigned District material, equipment, or facilities.
- o. Violation of state law or regulation or District, Board or departmental rule, policy, or procedure.
- p. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- q. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees or by law regulating/protecting employees with disabilities.
- r. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, gender, or age against a member of the public, a student, or another employee while acting in the capacity of a District employee.

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DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

- s. Unlawful retaliation against any District officer, employee, or student, or a member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state law, federal law, or Board policy or administrative regulation occurring on the job or directly related thereto.
- t. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.

4. Initiation of Personnel Action and Notification of Charges

The Superintendent or his/her designee shall issue a notice of personnel action. A copy of the notice shall be served upon the employee personally or it may be served by certified mail, return receipt requested, at the employee's last known home address. The notice shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the notice.
- d. A statement of the employee's right to request a hearing on the matter and the manner and time within which the request for hearing must be filed.
- e. A card or paper, the signing and filing of which shall constitute a request for hearing and a denial of all charges.

5. Employment Status Pending Hearing or Waiver

Except as provided herein, any employee against whom a notice of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her hearing or waiver thereof. The Superintendent, however, may place the employee on leave of absence without loss of pay or benefits (administrative leave) during this period.

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(initials)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

6. Right To Request A Hearing; Effect of Failure To Request A Hearing

- a. Within seven normal work days after receiving the notice of personnel action described above, the employee may request a hearing by signing and filing the card or paper included with the notice. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient request for hearing. A request for hearing is filed only by delivering the request for hearing to the office of the Superintendent during normal work hours of that office. A request for hearing may be mailed to the office of the Superintendent but must be received or postmarked no later than the time limit stated herein.
- b. If the employee fails to file a request for hearing within the time specified in these rules, he/she shall be deemed to have waived his/her right to a hearing, and the Superintendent may order the personnel action into effect immediately.

7. Amended/Supplemental Charges

At any time after the commencement of and before the conclusion of a hearing requested by the employee, the Superintendent may, with the consent of the hearing officer, serve notice on the employee and file with the hearing officer an amended or supplemental notice of personnel action.

If the amended or supplemental notice presents new causes or allegations against the employee, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new charges shall be deemed denied, and any objections to the new charges may be made orally at the hearing and shall be noted on the record.

8. Hearing Procedures

- a. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the hearing officer and the availability of representation and witnesses. The employee shall be notified of the time and place of the hearing at least ten calendar days prior to the hearing. The employee shall be entitled to appear personally, produce evidence, and have representation by California School Employees Association. The Superintendent or designee may also be represented. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the hearing officer. The hearing officer shall not be bound by rules of evidence used in California courts. However, evidence may be admitted and given probative

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DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer.

- b. The hearing shall be held before a hearing officer (administrative law judge from the State Office of Administrative Hearings). Costs and fees of the hearing officer and the court reporter recording the hearing shall be paid by the District. The cost of any transcripts shall be paid by the party requesting the transcript.
- c. The hearing officer shall prepare a proposed decision in such form that it may be adopted by the Board as the decision in the case. A copy shall be furnished to the employee's representative and the Superintendent after the proposed decision is received by the Board. The Board may:
 - (1) Adopt the proposed decision in its entirety;
 - (2) Reduce the disciplinary action set forth therein and adopt the balance of the proposed decision;
 - (3) Reject the proposed decision in its entirety.

If the Board rejects the proposed decision in its entirety, the Board shall assign the case to another hearing officer, who shall hold a hearing and prepare a proposed decision as described in Section 8c, above. A copy of such proposed decision shall be furnished to each party after the proposed decision is received by the Board.

- d. In arriving at a decision on the personnel action, the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel file and introduced into evidence at the hearing.

9. Hearing Decision

- a. The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

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[Signature]

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

- b. The decision of the Board shall be given to the Superintendent and he/she shall enforce and follow the decision. A copy of the decision shall be delivered to the employee or his/her designated representative personally or by certified mail. The decision of the Board shall be final.

E. Compulsory Dismissal

The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the District, although reemployment is not a guarantee. (Education Code 45123)

F. Compulsory and Optional Leave of Absence

1. An employee charged with a mandatory leave of absence offense as defined in Education Code 44940 shall be placed immediately on compulsory leave of absence by the Superintendent or designee for not more than ten days after entry of judgment in the criminal proceedings, unless the leave is extended as provided below. Once the employee is placed on leave of absence, he/she is subject to the provisions of Education Code section 44940.5.
2. An employee charged with an optional leave of absence offense as defined in Education Code 44940 may be placed immediately on compulsory leave of absence by the Superintendent or designee in accordance with the provisions of Education Code section 44940.5.
3. Despite the disposition of criminal charges, the Board reserves the right to dismiss an employee for the facts upon which the criminal charges were based. An employee ultimately found by the Board to have committed the acts upon which the original charges were based may be dismissed. If so dismissed, the employee is not entitled to compensation during the time of his/her suspension, unless otherwise required by law.
4. An employee shall be given notice of the possibility of being dismissed without pay during the compulsory suspension if he/she is ultimately found guilty of the acts leading to the criminal charges, despite the disposition of the criminal charges by the court.

10-4-06
2-1-0

MC

Handwritten signature in a red circle.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

5. The Superintendent may extend an employee's compulsory leave of absence by giving him/her notice (as described in Section D4, above), within ten calendar days after the entry of judgment in the criminal proceedings that he/she will be dismissed after seven normal work days unless he/she requests a hearing as described in Section D6, above. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code 44940.5)

Legal Reference:

EDUCATION CODE

35161 Delegation of powers and duties

44009 Conviction of specified crimes

44010 "Sex offense" defined

44011 "Controlled substance offense" defined

44940 Leave of absence; employee charged with mandatory or optional leave of absence offense

44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security; reports

45101 Definitions (including "disciplinary action," "cause")

45109 Fixing of duties

45113 Rules and regulations for classified service in districts not incorporating the merit system

45123 Employment after conviction of sex or narcotics offense

45304 Suspension for reasonable cause; filing of charges; employee charged with mandatory or optional leave of absence offense

Regulation

approved: September 11, 2001

revised: December 15, 2005

PALERMO UNION SCHOOL DISTRICT

R. P. 104-4

ME

[Red circular stamp]

APPENDIX B2

Palermo Union School District

To: Teresa Sweigart

From: Sam Chimento, Superintendent

Subject: Side Letter Re: Intervention Specialist Positions

Date: Oct. 25, 2004

This letter acknowledges our agreement that employees assigned to the Reading and Math Intervention Aide position will be placed on the same wages range as the instructional aide classification. Therefore, any currently employed instructional aides who apply and are assigned to intervention aide positions will retain their ranking and rights on the instructional assistant's seniority list. If a position in the intervention aide classification is eliminated and it is occupied by a person who formerly held permanent status as an instructional aide, that person may displace a less senior employee currently serving in the instructional aide classification.

If any current employee is selected and assigned to the Site Liaison position, that employee shall have displacement rights over a less senior employee to return to their current classification upon the elimination of the Site Liaison position.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 366 PALERMO UNION SCHOOL DISTRICT

By: Teresa Sweigart
President

By: Sam Chimento
Superintendent

Date: 10-25-04

Date: 10-25-04

PC
10-21-05

MC
RM

APPENDIX B-3A

SIDELETTER AGREEMENT

Palermo Union School District and California School Employees Association Chapter 366 hereby agree upon the following provisions in full and final satisfaction of the obligations of the parties to negotiate the effects of elimination of the position of Food Services Director:

1. Effective July 1, 2004, the wages class of the Head Cook shall be changed from class 9 to class 10, and two additional weeks (one at the end of the academic year and the other at the beginning of the academic year) will be added to the work year of all positions in that classification.
2. All regular positions in the cafeteria program except the positions of Head Cook will be allocated a \$500.00 annual stipend to be paid commencing with the 2004/05 school year (\$250.00 in the December regular payroll, \$250.00 in the May regular payroll). Employees must have worked 75% of the workdays in that stipend period in order to receive the \$250.00 payment.
3. Effective commencing the 2004/05 school year, when the Food Services accounts for the school year are finally calculated and the "books" are closed on those accounts for the school year in or about October of the following school year, if the operations of a school cafeteria for the school year produce a profit, ten percent (10%) of that cafeteria's profit shall be divided equally among the regular cafeteria workers, including the Head Cook at that site, with a \$500.00 maximum payment per employee.

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 366

By: Therese L. Swerga
President

PALERMO UNION SCHOOL DISTRICT

By: [Signature]
Superintendent

Date: 8/18/04

Date: 8-18-04

Ratified by the Board of Trustees of the Palermo Union School District on August 18, 2004.

[Signature]
12-21-05

MC

APPENDIX B4

SIDE LETTER AGREEMENT

Modified Calendar

Subject to the adoption of the attached modified calendar by the Palermo Union School District Governing Board, the following provisions are agreed to by the Palermo Union School District and California School Employees Association Chapter 366:

1. Implementation of the modified calendar shall not reduce the number of workdays, paid holidays or vacation days (CSEA shall provide a letter of assurance that implementation of the modified calendar with intercession days shall not form a basis for claiming additional holiday pay.)
2. The modified calendar shall designate the Wednesday before Thanksgiving as the holiday in lieu of Admissions Day Holiday for employees working less than 12 months. Twelve month employees may use the in lieu of Admissions Day Holiday as a floating holiday. Such use shall require advance request by the employee and prior approval by the District.

Dated: April 25, 2006

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION CHAPTER 366

By: Ron C... 4-25-06
President

PALERMO UNION SCHOOL DISTRICT

By: Ant... 4-25-06
Superintendent

MC

PALERMO UNION SCHOOL DISTRICT - 2022-2023 School Year										
MONTH	M	T	W	TH	F	DATE	EVENT	DAYS	CUM	
JUL		4	5	6	7	8	Jul 4	4th of July Holiday		
		11	12	13	14	15				
		18	19	20	21	22				
		25	26	27	28	29				
AUG	1	2	3	4	5					
1st	AUG	8	9	10	11	12	Aug 8-9	Teacher Work Days (no students)		
		15	16	17	18	19	Aug 9	Back-to-School Nights HW, Hancut, Palermo, Golden Hills		
		22	23	24	25	26	Aug 10	Classes begin - First Day of School		
	SEP	29	30	31	1	2			18	18
2nd	SEP	5	6	7	8	9	Sep 5	Labor Day (All Employees)		
		12	13	14	15	16	Sep 9	Grandparents Day (Sunday 9/11)		
		19	20	21	22	23			19	37
		26	27	28	29	30				
3rd	OCT	3	4	5	6	7	Oct 3-7	Intercession (No students, teachers or 10-mo emp)		
		10	11	12	13	14				
		17	18	19	20	21				
		24	25	26	27	28	Nov 4	Trimester End	15	52
4th	NOV	31	1	2	3	4	Nov 10	Teacher Work Day / No students		
		7	8	9	10	11	Nov 11	Veterans Day (All Employees)		
		14	15	16	17	18	Nov 14-18	Parent Conf Week (Extra Min Days 1.5 hours early dismissal)		
		21	22	23	24	25	Nov 21-25	Intercession (No students, teacher or 10-mo emp)	13	65
							Nov 24-25	Thanksgiving Holidays (All Employees)		
5th	DEC	28	29	30	1	2	Nov 25	P-1		
		5	6	7	8	9				
		12	13	14	15	16	Dec 23 & 26	Christmas Eve & Christmas		
		19	20	21	22	23	Dec 19-30	Christmas Break (No students, teachers, or 10-mo emp)		
		26	27	28	29	30	Dec 30 & Jan 2	New Year's Eve Holiday (All Employees)	19	84
	JAN	2	3	4	5	6				
6th	JAN	9	10	11	12	13				
		16	17	18	19	20	Jan 16	Martin Luther King Jr. Day (All Employees)		
		23	24	25	26	27			19	103
	FEB	30	31	1	2	3				
7th	FEB	6	7	8	9	10	Feb 13-17	Intercession (No students, teachers or 10-mo emp)		
		13	14	15	16	17	Feb 17	Lincoln's Birthday (All Employees)		
		20	21	22	23	24	Feb 20	President's Day (All Employees)		
	MAR	27	28	1	2	3	Mar 3	End of 2nd Trimester	14	117
8th	MAR	6	7	8	9	10				
		13	14	15	16	17				
		20	21	22	23	24				
		27	28	29	30	31	Mar 31	P-2	20	137
9th	APR	3	4	5	6	7				
		10	11	12	13	14	Apr 10-14	Easter Break (No students, teachers or 10-mo emp)		
		17	18	19	20	21				
		24	25	26	27	28	Apr 27	Open House Hancut/Helen Wilcox	15	152
10th	MAY	1	2	3	4	5	May 5	Mom's Day		
		8	9	10	11	12	18	Open House Palermo		
		15	16	17	18	19	25	Open House Golden Hills		
		22	23	24	25	26	May 26	Extra Minimum Day (1.5 hrs early dismissal)	20	172
11th	JUN	29	30	31	1	2	May 29	Memorial Day (All Employees)		
		5	6	7	8	9	Jun 2	Extra Minimum Day (1.5 hrs early dismissal) / Dad's Day		
		12	13	14	15	16	Jun 5	Last Day of School (1.0 hour early dismissal)		
		19	20	21	22	23	Jun 8	3rd Trimester End		
		26	27	28	29	30	Jun 8	8th Grade Graduation		
							Jun 9	Teacher Work Day (No students)	8	180
Legal Holiday Intercessions / Student Break (No students) Teacher workdays / No Students Parent Conference Week Back to School/Open House Trimester End No Minimum Days for Community Day School Unless Otherwise indicated, every Friday is a 1 hr. early dismissal * In Lieu of Adm Day - As per negotiated agreement, 12 month emp choose 1 floating holiday, with approval * As per negotiated agreement, 12 month emp choose 1 floating holiday, with approval										

MC

SIDE LETTER
BETWEEN THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION CHAPTER 366
AND THE PALERMO UNION SCHOOL DISTRICT

Through this side letter, the Palermo Union School District and the California School Employees Association Chapter 366 hereby agree to increase the number of hours of the Business Tech position from 3.5 to 5.5 hours daily. It is understood that this increase is contingent upon the District continuing to participate in the MAA program. If the District discontinues its participation in MAA, the hours of this position will automatically revert to 3.5 hours.

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION CHAPTER 366

PALERMO UNION SCHOOL DISTRICT

By 
President

By 
Superintendent

Date: 1-24-11

Date: 1-24-11

MC 


APPENDIX B-18

SIDE LETTER
BETWEEN THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION CHAPTER 366
AND THE PALERMO UNION SCHOOL DISTRICT

The Palermo Union School District and the California School Employees Association Chapter 366 hereby agree to the following:

That the Tech I Support position work hours will increase to 30 hours weekly from its current 22 hours weekly. This increase shall be in effect through 2012. Subsequent to June 2012 this increase shall continue or be discontinued at the discretion of the District.

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION CHAPTER 366

By 
President

Date: 9-22-10

PALERMO UNION SCHOOL DISTRICT

By 
Superintendent

Date: 9-22-10

MC


NEW EMPLOYEE ORIENTATION
MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS PALERMO CHAPTER #366 (CSEA) AND THE PALERMO UNION
ELEMENTARY SCHOOL DISTRICT

PURPOSE OF AGREEMENT

The purpose of this Agreement is to comply with the provisions of Assembly Bill (AB) 119 (2017) adds sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section 6254.3. It requires that, absent a waiver by CSEA, the District is required to (1) give CSEA 10 days' notice of every orientation session absent an urgent critical unforeseen need, (2) provide CSEA with access to new hires during any orientation session, (3) provide CSEA with contact information on new hires within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later, and (4) also provide CSEA with a list of all employees' names and contact information every 120 days.

Please note: Newly hired employees may, in accordance with the Public Records Act (PRA) and this Agreement, request not to have the following information provided to CSEA:

- home address,
- home telephone number,
- personal cellular telephone number,
- personal email address, and
- birth date provided to their exclusive representative.

The District may not encourage employees to make such a request.

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- a) The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.

2. EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- b) The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. The required contact information is contained in Section 2 (d) below.

MC


NEW EMPLOYEE ORIENTATION
MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS PALERMO CHAPTER #366 (CSEA) AND THE PALERMO UNION
ELEMENTARY SCHOOL DISTRICT

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

c) Periodic Update of Contact Information: 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. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. The required contact information is contained in Section 2 (d) below.

d) The contact information for new hires as outlined in Section 2 (a) and the period update required under section 3 (c) shall also include the following information, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Last four numbers of the social security number;
- xvii. Birth date;
- xviii. Employee ID;
- xix. CalPERS status (Y/N);
- xx. Hire date.

3. NEW EMPLOYEE ORIENTATION

- a) "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.
- b) The District shall provide CSEA mandatory access to its new employee orientations which will be held every third (3rd) Thursday each month.

MC



NEW EMPLOYEE ORIENTATION
MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS PALERMO CHAPTER #366 (CSEA) AND THE PALERMO UNION
ELEMENTARY SCHOOL DISTRICT

- i. CSEA shall have up to one (1) hour of paid release time for one (1) CSEA representative who will be designated by the Chapter President, to travel to and from the orientation session and to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
 - ii. The CSEA representative will be provided approximately thirty (30) minutes to conduct the orientation itself with the new employee(s).
 - iii. Each September, the Chapter President will provide a list to the Personnel Office of all members who might be designated by him/her to conduct new employee orientations for CSEA. A primary presenter will be identified by the Chapter President, and if any of the other designees will make the CSEA presentation at any given orientation, he/or she will notify the Personnel Department by the Tuesday prior to that Thursday's orientation.
- c) 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 of the CSEA membership applications to the District for distribution.
- d) The orientation session shall be held on District property and the employee(s) shall be on paid time.
- e) During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.
- 4. DURATION OF AGREEMENT**
- a) 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 between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiation, either party can make a demand for interest arbitration.
- i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2020.

TENTATIVE AGREEMENT

Between

Palermo Union School District

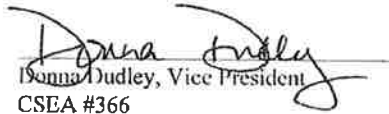
And

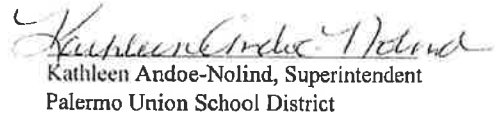
California School Employees Association Palermo Chapter #366

Classified Positions Change in Hours

The parties met on September 1, 2020 and agreed to the following changes regarding the change in hours for the following positions:

1. Library Clerk position at Helen Wilcox – Effective with the resignation of the former library clerk, this position will become a 6.0 hour position.
2. Instructional Aide position at Helen Wilcox – the 8.0 hour instructional aide position at Helen Wilcox that was formally shared with the general education and preschool program will become 2 positions at 3.5 hours for Helen Wilcox and 3.75 hours for the preschool program.


Donna Dudley, Vice President
CSEA #366


Kathleen Andoe-Nolind, Superintendent
Palermo Union School District

Board Approved

Ratified by CSEA #366 on _____

Ratified by PUSD Board on NOV 06 2020

Palermo Union School District

MC


Memorandum of Understanding

B-21 Appendix

Between

Palermo Union Elementary School District

And

California School Employees Association And Its Palermo Chapter #366 (CSEA)

The parties agree to the following:

Article 11: Compensation

A. Salary

4. When a unit member's regular assignment is in a combination of classifications, they shall be compensated at their current step in the highest classification of their assignment effective July 1, 2022.

Classified Stipend Schedule

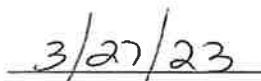
Due to the workload created by ASB accounting at the middle school level, the site secretary shall receive a \$750 stipend each year for completion of those duties effective July 1, 2022.

Classified Work Year Calendar

The work year for unit members assigned to the Cook Classification, shall be 183 days including the two (2) days prior to the first day of school and one (1) day after the last day of school effective July 1, 2023.



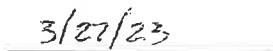
Kathleen Andoe-Nolind, Superintendent
Palermo Union Elementary School District



Date



Mike Cook, President
CSEA Chapter #366



Date



Memorandum of Understanding

B-22 Appendix

Between

Palermo Union Elementary School District

And

California School Employees Association And Its Palermo Chapter #366 (CSEA)

Expanded Learning Opportunities (ELOP): Summer Sessions

Both parties recognize the importance of providing expanded learning opportunities to students either before or after school and outside the regular school calendar. The purpose of this Tentative Agreement is to enable the district to recruit high quality, well trained staff to support students as they engage in learning and enrichment opportunities, provide student supervision within the educational environment and to provide fair compensation to district employees who provide these services outside of their contract day and/or contract year.

Both parties agree to the following terms and conditions effective June 12, 2023:

1. Unit members who work less than a 12 month work year and who provide services during ELOP summer sessions shall be compensated at 1.5 times their hourly rate.
2. Unit members who work less than a 12 month work year and who provide services during the ELOP summer session(s) shall receive a \$750 stipend for each 3 week session worked.
3. Summer session employment opportunities will be based on the classifications deemed necessary by the district to operate the program; the district will notify employees of these opportunities so that they can indicate their interest.

In the event that ELOP funding is eliminated and/or reduced, this MOU and its provisions will sunset unless otherwise mutually agreed upon.



Kathleen Andoe-Nolind
Palermo Union Elementary School District

3/27/23
Date



Michael Cook, President
Palermo Chapter #366 (CSEA)

3/27/23
Date



Food Services Director

- Effective July 1, 2022, sunset all provisions of the side letter agreement (Side letter item 3 will be calculated for the 2021-2022 school year for the final time when books are closed in or about October, 2022.)

It is also mutually agreed that ratification of this agreement by both parties will close negotiations for the 2021-2022 school year.

Kathleen Andoe-Nolind

Kathleen Andoe-Nolind, Superintendent

Palermo Union Elementary School District

5/24/2022

Date

Donna Dudley

Donna Dudley, President

CSEA Chapter #366

5/24/2022

Date

MC 