

# DESERT SANDS UNIFIED SCHOOL DISTRICT



## Board of Education

Mr. Humberto Alvarez  
Mr. Michael Duran  
Ms. Tricia Pearce  
Ms. Kailee Watson, OD



**Kelly May-Vollmar, Ed.D., Superintendent**

## AGREEMENT BETWEEN

**DESERT SANDS UNIFIED SCHOOL DISTRICT**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS DESERT SANDS CHAPTER 106**

**July 1, 2021 – June 30, 2024**

**July 1, 2023 Revision**

## **NEGOTIATION TEAM MEMBERS**

### **ASSOCIATION REPRESENTATIVES**

Ms. Mellissa Ballard-Colyn  
Mr. Ruben Franco  
Ms. Ursula Leguillow  
Ms. Felipa Manriquez  
Mr. Mario Moreno  
Mr. Andrew Parra  
Mr. Carlos Silva  
Mr. Jamie Tarascio  
Mr. Dale Wissman

### **DISTRICT REPRESENTATIVES**

Dr. Joseph Hyde  
Dr. Rudy Wilson  
Mr. Jordan Aquino  
Mr. Bill Diedrich  
Mr. Charles Lavrusky  
Ms. Sonya Melendez  
Mr. Chad Wood

**TABLE OF CONTENTS**

**PREAMBLE..... 1**

**ARTICLE 1 RECOGNITION ..... 2**

**ARTICLE 2 NONDISCRIMINATION ..... 2**

**ARTICLE 3 ORGANIZATIONAL SECURITY ..... 3**

**ARTICLE 4 PERSONNEL RIGHTS ..... 4**

    4.1 Employee Rights ..... 4

    4.2 Personnel Files..... 4

**ARTICLE 5 ORGANIZATIONAL RIGHTS..... 5**

**ARTICLE 6 DISTRICT RIGHTS ..... 8**

**ARTICLE 7 HOURS, OVERTIME, AND RELATED COMPENSATION ..... 9**

    7.1 Workweek ..... 9

    7.2 Work Day ..... 9

    7.3 Overtime ..... 9

    7.4 Lunch Periods ..... 9

    7.5 Rest Periods..... 10

    7.6 Callback Pay ..... 10

    7.7 Standby Status..... 10

    7.8 Minimum Call-In Time..... 10

    7.9 Compensation for an Employee Working Out of  
    Classification..... 10

    7.10 Alternative Workweek..... 11

    7.11 Initial Placement..... 11

**ARTICLE 8 SALARIES AND FRINGE BENEFITS..... 12**

    8.1 Retirement Benefits..... 12

    8.2 Salaries..... 12

    8.3 Shift Differential ..... 12

    8.4 Longevity Pay..... 12

8.5	Health and Welfare Plans .....	12
8.6	Health Insurance for Retirees .....	14
8.7	Professional Growth .....	15
<b>ARTICLE 9</b>	<b>PAID AND UNPAID LEAVES .....</b>	<b>19</b>
9.1	Vacation.....	19
9.2	Holidays.....	21
9.3	Bereavement Leave .....	21
9.4	Military Leave.....	22
9.5	Sick Leave .....	22
9.6	Personal Necessity Leave .....	24
9.7	Pregnancy Disability Leave .....	25
9.8	Industrial Accident and Industrial Illness Leave.....	26
9.9	Catastrophic Sick Leave Bank.....	27
9.10	Transfer of Sick Leave.....	29
9.11	Jury Duty .....	29
9.12	Leave of Absence Without Pay.....	29
9.13	Family Care and Medical Leave.....	31
9.14	Parental – Child Bonding Leave.....	32
<b>ARTICLE 10</b>	<b>VACANCIES, TRANSFERS AND PROMOTIONS .....</b>	<b>34</b>
10.1	Vacancies .....	34
10.2	Transfers.....	34
10.3	Criteria for Transfers and Promotion .....	35
10.4	Length of Service for Transfers and Break in Service.....	36
10.5	Promotional Placement on Salary Schedule .....	37
10.6	Probationary Periods.....	37
10.7	Classification and Reclassification Review Committee .....	37
10.8	Guidelines for Reclassification.....	39
10.9	Increases in Assigned Time, Short-Term and Substitute Assignments .	40
10.10	Summer Work Assignments .....	40

<b>ARTICLE 11</b>	<b>GRIEVANCE/ARBITRATION PROCEDURE</b> .....	42
	11.1 Definitions .....	43
	11.2 General .....	43
	11.3 Grievance Levels.....	43
	11.4 Representation.....	45
<b>ARTICLE 12</b>	<b>TRANSPORTATION</b> .....	47
	12.1 Bidding.....	47
	12.2 Field Trip/Cover Drivers.....	49
	12.3 Use of Charter Buses .....	50
	12.4 Use of White Van Fleet.....	50
	12.5 Trip Assignments.....	51
	12.6 Miscellaneous Compensation .....	53
	12.7 Advisory Committee .....	53
	12.8 Behind-the-Wheel Training .....	53
	12.9 Omnibus Transportation Employee Testing Act of 1991.....	54
	12.10 Paraeducator Ride Along Assignments.....	55
<b>ARTICLE 13</b>	<b>SAFETY</b> .....	57
	13.1 Health and Safety.....	57
	13.2 Personal Appearance .....	57
	13.3 Uniforms .....	57
	13.4 Security Department Assignment Procedures.....	57
	13.5 School Site Monitor Bidding for Annual Hours.....	61
<b>ARTICLE 14</b>	<b>TRAINING AND TOOLS</b> .....	62
<b>ARTICLE 15</b>	<b>SAVINGS</b> .....	65
<b>ARTICLE 16</b>	<b>NO CONCERTED ACTIVITIES</b> .....	66
<b>ARTICLE 17</b>	<b>EVALUATIONS</b> .....	67
<b>ARTICLE 18</b>	<b>LAYOFF AND REEMPLOYMENT</b> .....	68

18.1 Reason for Layoff ..... 68

18.2 Notice of Layoff ..... 68

18.3 Order of Layoff ..... 68

18.4 Bumping Rights ..... 68

18.5 Reemployment Rights ..... 68

18.6 Seniority Roster ..... 68

18.7 Notification of Reemployment Openings ..... 69

18.8 Offers of Reemployment ..... 69

18.9 Retirement in Lieu of Layoff ..... 69

18.10 Maintenance of Benefits ..... 69

**ARTICLE 19 DISCIPLINE ..... 70**

19.1 Grounds of Discipline ..... 70

19.2 Discipline ..... 71

19.3 Immediate Discipline ..... 72

19.4 Employee Right to Representation ..... 72

19.5 Pre-Disciplinary Policy ..... 72

19.6 Notice of Determination ..... 72

19.7 Hearing On Suspension, Involuntary Demotion or Dismissal of  
Permanent Employees ..... 73

19.7.1 Request For Hearing ..... 73

19.8 Binding Arbitration ..... 73

19.9 Failure To Appear ..... 74

19.10 Discipline Policy Application ..... 74

**ARTICLE 20 COMPLETION OF MEET AND NEGOTIATE ..... 75**

**ARTICLE 21 TERM OF AGREEMENT AND REOPENER ..... 76**

**SIGNATURE PAGE Effective The First Day of July 2021 ..... 77**

**APPENDIX A SALARY SCHEDULE AND LONGEVITY SCHEDULE ..... 78**

**APPENDIX B LISTING OF CLASSIFICATIONS ..... 79**

**APPENDIX C PDCMS RENEWAL EFFECTS MOU ..... 81**

APPENDIX D            NEW EMPLOYEE ORIENTATION & DATA MOU..... 83

**PREAMBLE**

This agreement is for the July 1, 2021 through June 30, 2024 contract period, by and between the DESERT SANDS UNIFIED SCHOOL DISTRICT (hereinafter "District") and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its DESERT SANDS CHAPTER 106 (hereinafter "CSEA," or "Association").

## **ARTICLE 1**

### **RECOGNITION**

The District hereby recognizes the California School Employees Association and its Desert Sands Chapter 106 as the exclusive bargaining unit certified representative for employees in the appropriate bargaining unit certified by the Educational Employment Relations Board in Cases Numbered LA-R-43 and LA-R-175, dated March 7, 1977, as modified by subsequent negotiations as follows:

**SHALL INCLUDE:** All classified employees employed by the Desert Sands Unified School District.

**SHALL EXCLUDE:** Marriage & Family Therapist Trainees, Mental Health Provider Associate, Avid Tutor, and Limited-Term, and Substitute Employees; and classified management, supervisory and confidential employees as defined by the EERA. CSEA and the District agree that the excluded classifications listed above are a current reflection of the bargaining unit. Both parties agree that nothing herein waives CSEA's rights under EERA to seek to represent during the term of the contract those classified employees not currently in the bargaining unit.

## **ARTICLE 2**

### **NONDISCRIMINATION**

Neither the District nor the Association shall unlawfully discriminate against any employee on the basis of sex, age, religion, sexual orientation (as defined by state law), gender, or gender identification, marital status, ethnic group identification, race, ancestry, national origin, color, mental or physical disability, or any other protected class or activity (as provided by state and federal law).



## ARTICLE 3

### ORGANIZATIONAL SECURITY

- 3.1 PAYROLL DEDUCTIONS.** Upon written notification by CSEA, the District shall deduct the amount of Association dues, in accordance with the CSEA dues schedule, from the wages or salary of bargaining unit members and pay such dues to CSEA.
- 3.2 QUESTIONS REGARDING CSEA MEMBERSHIP OR CSEA DUES.** The District shall refer all employee questions about CSEA membership or CSEA dues to the CSEA Chapter President. The District shall rely upon written notification from the Association prior to processing any dues revocation request. CSEA shall not unreasonably delay providing notice to the District of any change in the employee's membership status.
- 3.3 SEPARATION FROM UNIT.** The provision of Section 3.1 shall not apply during periods when an employee is in out-of-pay status for more than thirty (30) days. If an employee is subsequently compensated for time originally or previously identified as out-of-pay status, the employee's appropriate and regular representational dues or fees for this time shall be deducted and paid to the CSEA.
- 3.4 CHANGES IN DUES.** Any changes in CSEA's base dues percentages or amounts will be submitted to the District, in writing, thirty (30) days prior to the effective date of such changes. CSEA shall also send the District a copy of the notification of the increase that has been sent to all bargaining unit employees.
- 3.5 FORFEITURE OF DEDUCTIONS.** If the balance of an employee's wages in any one pay period, after all other involuntary and insurance premium deductions are made is not sufficient to pay deductions required by this agreement, no such deduction shall be made for that period. However, the dues for that pay period remain due and payable by the employee, and the dues for that pay period will be deducted over the next four (4) months.
- 3.6 NEW EMPLOYEE ORIENTATION AND BARGAINING UNIT DATA / AB 119 MOU.** The District and CSEA have agreed to an MOU implementing the provisions of AB 119, which is enclosed herein as an Appendix to this collective bargaining agreement. The parties AB 119 MOU includes provisions concerning employee orientation procedures and the regular provisions to the Association of classified bargaining unit data. The date, time, and place of any new employee orientation meeting shall not be disclosed to anyone other than District employees, the CSEA representative, or any vendor contracted to provide a service at the orientation.
- 3.7 INDEMNIFICATION.** CSEA and its Chapter 106 agree(s) to indemnify and hold harmless the District against any and all liabilities, claims, or actions which may be brought against the District, the District's Board of Trustees individually or collectively, or the District's officers, employees and/or agents, for any claims made by an employee arising out of or in connection with this Article, including claims made due to payroll deductions made in reliance on information provided by the CSEA to the District to cancel or change membership dues authorization, including reimbursement for all costs, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of an in connection with this Article. CSEA shall have the executive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

## **ARTICLE 4**

### **PERSONNEL RIGHTS**

- 4.1 EMPLOYEE RIGHTS.** The District and the Association recognize the right of employees to participate in lawful employee organization activities and the equal alternative to refrain from participating in employee organization activities.
- 4.2 PERSONNEL FILES.** The official District personnel file of each employee shall be maintained at a single central location.

Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection by the person involved. Each employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually requested to render services to the District. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved.

Information of a derogatory nature, except materials mentioned in the last line of the preceding paragraph shall not be entered or filed unless and until the employee is given ten (10) working days' notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any such derogatory statement, his/her own comment thereon. Such review may take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

All personnel files shall be kept in confidence and shall be available for inspection in compliance with law. The District shall keep a log indicating the persons who have examined the personnel file as well as the date such examinations were made. The log shall be maintained in the employee's personnel file. Any person who places written material in an employee's file shall sign and date such material.

Subject to the above conditions, an authorized representative of CSEA may accompany the employee in inspecting the employee's personnel file; or may inspect the personnel file provided he/she first presents a current written authorization to do so signed and dated by the employee. An appointment shall be scheduled for such review as soon as practicable.

In the event the employee or his/her authorized representative requests copies of non-confidential materials, the District may charge the actual copying cost to the employee.

## **ARTICLE 5**

### **ORGANIZATIONAL RIGHTS**

- 5.1 USE OF FACILITIES.** CSEA can request and receive approval through the Use of Facilities form for the use of district facilities when (1) the use is outside established work time, or (2) the use is within established work time, and the CSEA activities do not interfere with school programs or duties of unit members, and the CSEA activities do not interfere with the rights of employees to refrain from listening to or speaking with CSEA representatives. CSEA agrees to pay reasonable fee for any unusual wear or damage to district facilities caused by CSEA activities.
- 5.2 RIGHT TO POST NOTICES.** CSEA shall have the right to post notices regarding activities and matters of CSEA concern and with the appropriate CSEA identification on designated bulletin boards at least one of which will be provided at each District site in areas frequented by unit members. Copies of posted materials will be provided to the Superintendent at the time the information is posted unless otherwise determined by PERB or a court of competent jurisdiction. CSEA will not post information that is known to be or has reason to believe is false or defamatory. Such postings will be subject to immediate removal by the district.
- 5.3 USE OF EMPLOYEE MAILBOXES.** CSEA may use the district employee mailboxes for communications to unit members. Copies of distributed mail will be provided to the Superintendent at the time the information is distributed unless otherwise determined by PERB or a court of competent jurisdiction. CSEA will not distribute information that is known to be or has reason to believe is false or defamatory. Such information will be subject to immediate removal by the district.
- 5.4 USE OF DISTRICT MAIL SYSTEM.** CSEA cannot use the district mail system for the purpose of using District delivery services to distribute and/or deliver Association materials from either inside or outside of the District. This is not intended to prohibit the Association from sending material to the site representatives for CSEA distribution to its members.
- 5.5 USE OF COMPUTER TECHNOLOGY.**

**5.5.1 USE OF DISTRICT ELECTRONIC MAIL SYSTEM (E-MAIL).**

The CSEA Chapter President or designee may use the district electronic mail system for scheduled and mass emails related to union business without advance permission from the District, including for CSEA meeting notices, agendas, and negotiations updates. CSEA shall notify the Assistant Superintendent of Personnel Services the identity of the Chapter President's designee, if any, for email purposes.

The Association will not distribute information which is knowingly false or defamatory or which is prohibited by Education Code section 7054, and/or other applicable laws. Additionally, all CSEA emails shall contain the identifier: "From CSEA Chapter 106." Except as provided above, the District's Board Policy and Exhibit 4040 on Employee Use of Technology shall continue to govern the use of the District's electronic mail system.

- 5.6 RELEASE TIME, ANNUAL CSEA CONFERENCE.** The District will grant release time for the authorized delegates to the annual CSEA state conference; expenses for same are to be

borne by CSEA or the employee. The District and the Association agree to use the following State CSEA formula to identify the number of local chapter delegates to be granted release time to attend the annual conference: Two delegates for the first 150 members and one additional delegate for each additional 100 members or fraction thereof. The local chapter shall also provide the District with a written authorization from the State CSEA organization that specifies the number of authorized chapter delegates for the annual CSEA state conference as soon as known, but no later than two (2) weeks in advance of the state conference.

- 5.7 RELEASE TIME, CHAPTER PRESIDENT.** Effective July 1, 2023, the District will provide the Chapter President with 8 hour/12 month full time release. Pursuant to Education Code Section 45210, CSEA shall reimburse the District one-half the Chapter President's eight hour/twelve month salary at Range 77 at the same step on the salary schedule as that of the Chapter President's regular position, including any professional growth steps earned. Such reimbursement is to be submitted on a monthly basis following receipt of invoices from the District.

In the event, an employee's regular placement on the salary schedule is at a range higher than 77, the employee elected as CSEA Chapter 106 President shall retain the customary range and step in his or her regular classification when assuming the CSEA presidency. All seniority, step increases and longevity increments shall continue normally throughout the CSEA President's tenure.

Employees are prohibited from contacting union officials during business hours other than those specified for the chapter president, except as legally mandated by Articles 11 and 19.

- 5.7.1** The president will have the right to return to his/her school or work site and assignment after serving a two-year term provided the assignment still exists. If the term is extended, the return right will be only to the same school or work site if a vacancy within the classification exists at the site. In the event of no vacancy at the site, the president will submit a list of not less than four (4) preferences for district-wide vacant position in the same classification and the Assistant Superintendent, Personnel Services, will place the person at a site on his/her preference list. If no vacancy exists, the District may resort to layoff procedures.
- 5.7.2** Within a month of the beginning of each school year, the District and the Association shall schedule a planning/problem solving meeting to be attended by four District representatives and four Association representatives. Such meeting will be scheduled for up to three hours during the regularly scheduled District office workday; if the parties agree that an additional meeting would be productive, one more can be scheduled for the beginning of the second semester.
- 5.8 DISTRICT-PAID LEAVE OF ABSENCE, APPOINTMENT TO A CSEA STATE COMMITTEE.** A unit member appointed or elected to a CSEA State Committee will receive up to four (4) days of paid leave per year for the period of his/her appointment. Such time applies to no more than two (2) unit members in any one (1) school year. The District shall approve, modify, or deny such District-paid leave of the unit member(s) based on the operational needs of the District. CSEA shall provide the request for leave under this section to the Assistant Superintendent of Personnel Services, as soon as known, but no later than two (2) weeks in advance of the commencement of the leave provided for under this section.
- 5.9 ASSOCIATION-PAID LEAVE OF ABSENCE FOR CSEA BUSINESS.** Pursuant to Education Code section 45210, CSEA at its own expense may purchase leave for a

reasonable number of chapter members as needed to conduct union business; the District shall approve, modify, or deny such leave in accordance with Education Code section 45210.

CSEA shall provide the request for leave under this section to the Assistant Superintendent of Personnel Services, as soon as known, but no later than five (5) calendar days in advance of the commencement of the leave provided for under this section.

**5.10 RELEASE TIME, NEGOTIATIONS.** The District will grant release time for up to eight (8) unit members (including chapter officers) to attend scheduled contract negotiations with the District.

**5.11 TRANSACTIONING UNION BUSINESS.**

**5.11.1** Within 30 days of the start of the calendar year, CSEA will submit the names of Association Representatives who will be authorized to transact official CSEA business on school property.

**5.11.2** Authorized representatives of CSEA will be permitted to transact official CSEA business on school property only when it does not interfere with the school program or duties of unit members. CSEA meetings with unit members must occur during break or lunch periods or before or after work times of both the CSEA representative and the CSEA employee, unless otherwise authorized by their respective supervisor. This subsection is subject to the rights afforded CSEA under Articles 11 and 19 herein.

**5.11.3** Unit members shall not serve on more than two (2) District committees (including sub-committees) at the same time which requires release time from normal work duties; however service on CSEA's Negotiations Team shall be specifically excluded as counting towards service on one of the two committees.

**5.11.4** Association Representative shall notify his/her immediate supervisor in writing of the need for release time to attend a District committee (including sub-committee) meeting as soon as practicable, but no less than 48 hours in advance of the need for such time.

**5.12 NUMBER OF UNION REPRESENTATIVES IN HEARINGS AND OTHER MATTERS.**

The Association can provide one (1) local chapter representative for hearings and other matters unless otherwise authorized by the manager conducting the meeting.

**5.13 NIGHT- SHIFT EMPLOYEES RELEASE TIME FOR MONTHLY CSEA MEETINGS.**

Subject to prior notification to and approval by his/her immediate supervisor, all night-shift bargaining unit workers may be afforded no more than one hour of release time once per month to attend CSEA general membership meetings or CSEA ratification meetings, as applicable, without loss of compensation, and without use of the employee's personal sick leave or vacation leave. Night-shift employees may combine the release time for monthly CSEA meetings provided for under this section, with his/her lunch time on the day of the CSEA meeting.

## **ARTICLE 6**

### **DISTRICT RIGHTS**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to: determine its organization; direct the work of its employees; determine the kinds and levels of services to be provided, and the methods and means of providing them; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action in the event of emergency; hire, assign, transfer, evaluate, promote, terminate and discipline unit members.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms and/or policies are in conformance with the law. In addition to the above rights, the District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency, limited, however, to the duration of the emergency. In the event of such emergency, the District agrees to meet and negotiate with respect thereto within a reasonable period of time. An emergency is a temporary situation in which the health and safety of students, employees, and community members and/or district facilities is in peril, and extraordinary actions are necessary in order to immediately address the emergency. Example of "emergencies" include, but are not limited to, the following: act of God, natural disaster, act of war or terrorism, declaration of martial law, insurrection, revolution, flood, earthquake, fire, epidemic, plague or utilities failure. The determination of whether or not an emergency exists is solely within the discretion of the Governing Board and is expressly excluded from the provisions of Article 11.

## **ARTICLE 7**

### **HOURS, OVERTIME, AND RELATED COMPENSATION**

**7.1 WORKWEEK.** For purposes of this Agreement, a regular workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

**7.1.1 MODIFICATIONS TO SHIFT STARTING AND ENDING TIMES.** The District specifically reserves the right to change shift starting and ending times by up to two (2) hours. Such changes shall only be made when there exists a legitimate business/operation need and/or to account for the presence or absence of students. Such changes shall not be made for disciplinary reasons.

In the event of an anticipated change in an employee's normal shift starting and ending time as defined above, both the employee and the CSEA Chapter President shall be given two (2) weeks' advance written notice of such change except in cases of emergency when such change is anticipated to be on a short term basis.

Any change of an employee's shift starting and ending time pursuant to the paragraph above shall not be done for the purpose of avoiding payment of overtime.

**7.2 WORKDAY.** The length of the workday shall be initially designated by the District for each classified position in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertained minimum number of hours. Classified employees are expected to report to work at their assigned start time.

**7.3 OVERTIME.** Effective January 1, 2024, overtime shall be defined as assigned and authorized work performance during hours actually worked in excess of eight (8) in any one workday or forty (40) in any one (1) workweek. Authorized and assigned overtime hours shall be compensated for at the following rates:

**7.3.1 Five-Day Workweek.**

**7.3.1.1** All hours worked beyond eight (8) hours per day or forty (40) hours per week shall be compensated at time and one-half (1.5) times the regular rate of pay.

**7.3.1.2** All hours worked on sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day of work up to twelve (12) hours shall be compensated at one and one half (1.5) times the regular rate of pay.

**7.3.1.3** All hours beyond twelve (12) hours in a workday shall be compensated at two (2) times the regular rate of pay.

**7.3.2 Scheduled 4/10 Workweek.**

**7.3.2.1** All hours worked beyond ten (10) hours per day or forty (40) hours per week shall be compensated at time and one-half (1.5) times the regular rate of pay. Additionally, all hours worked on the fifth (5<sup>th</sup>) sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive workday shall be compensated at time and one-half (1.5) times the regular rate of pay.

**7.3.2.2** All hours worked beyond fourteen (14) hours in a workday shall be compensated at two (2) times the regular rate of pay. This provision also applies to employees, such as Patrol Agents, regularly scheduled work shifts beyond 12 hours.

**7.3.3** All hours actually assigned and worked on a holiday as designated in this Agreement shall be compensated for at the applicable overtime rate in addition to regular straight time holiday pay for which the employee may be eligible.

**7.3.4 Compensatory Time In-Lieu of Overtime Pay –**

Alternatively, by mutual agreement of the District and the employee in writing, overtime hours may be provided as compensatory time off at one and one-half (1-1/2) times the overtime hours worked. Such compensatory time shall be formally logged and tracked via attendance log. For purposes of this Article only, time worked includes time during which an employee is excused from work for holidays, sick leave, vacation, compensatory time off, or other paid leave of absence. In the event an employee is to receive compensatory time off, the scheduling of such time off must be approved by appropriate District management. Compensatory time off must be taken within one (1) year from the date earned and may not be accumulated from year to year. If an employee is not allowed to take his/her compensatory time at the end of the year, he/she shall be paid therefore at the rate such time was earned.

**7.4 LUNCH PERIODS.** Unit members regularly scheduled to work more than four (4) hours daily shall be entitled to a daily lunch period of not less than one-half (1/2) hour and not more than one (1) hour during the day. District management shall make every effort to avoid assigning work during the lunch break. Timing of the lunch break shall be within the discretion of District management but with due regard for current working conditions and commonly accepted hours of lunch. An employee required to work through lunch shall be entitled to either a rescheduled lunch period, early departure or late arrival, to be determined by mutual agreement of the employee and employee's supervisor, to make up for the lost lunch period. There shall not be a reduction of regular pay due to rescheduling of lunch period.

**7.5 REST PERIODS.** Employees regularly scheduled to work six (6) to eight (8) hours per day shall be entitled to a fifteen (15) minute rest period during the first half of their work day and to a fifteen (15) minute rest period during the second half of their work day. Employees regularly scheduled to work four (4) or more hours daily, but less than six (6) shall be entitled to one fifteen (15) minute rest period during their day. District management shall determine the appropriate time for allowing such rest break. An employee may not combine his/her rest period(s) with a lunch period without prior approval for each instance from the employee's immediate supervisor. District management may, under extenuating circumstances, require an employee to work through his/her rest break. Any employee required to work through his/her rest break shall be entitled to a rescheduled break as soon as practicable following the originally scheduled rest period. An employee must be at their workplace (e.g. classroom, duty post) at the prescribed starting time, and after rest and lunch breaks.

**7.6 CALLBACK PAY.** In the event an employee is called back to work following completion of his/her regular shift, said employee shall receive a minimum of two (2) hours pay at the applicable rate of pay. In the event two (2) hours work is not available, the District reserves the right to assign said employee at least two (2) hours work.

**7.7 STANDBY STATUS.** An employee may serve in a standby status for the purpose of assigning and/or performing callback status. An employee assigned to work in standby status shall receive four (4) hours of compensation at his/her regular hourly rate of pay for each day or partial day of standby service in which the employee is required to turn on the standby



phone. This shall be in addition to applicable compensation if the employee is actually called into work.

- 7.8 MINIMUM CALL-IN TIME.** In the event an employee is called in to work on a day when the employee is not otherwise regularly scheduled to work, said employee shall receive a minimum of two (2) hours pay at the applicable rate of pay.
- 7.9 COMPENSATION FOR AN EMPLOYEE WORKING OUT OF CLASSIFICATION.**
- 7.9.1 HIGHER CLASSIFICATION.** A unit member temporarily assigned to perform duties of a higher classification shall be compensated for such work at the step in the higher classification's range which provides the employee with a minimum five percent (5%) increase provided that the employee is so assigned and performs the duties for one (1) full working day or more.
- 7.9.2 LOWER CLASSIFICATION.** A unit member temporarily assigned to work in a lower classification (other than pursuant to a demotion, layoff, and reduction in hours or appropriate disciplinary action) shall be paid at the regular rate of pay applicable to his/her regular classification.
- 7.9.3 SUBSTITUTE PAY.** In the event a regular part-time employee substitutes for another employee in a higher classification, said employee shall, after completing his/her regular assignment, be compensated at the higher rate, provided the employee is on an eligibility list for that classification.
- 7.10 ALTERNATIVE WORKWEEK.** The District may institute an alternative workweek schedule based on the needs of the organization. The alternative workweek shall be either four (4) consecutive work days of ten (10) hours each to total the forty (40) hours in a workweek OR a 9/80 work period providing 80 hours of work within a two (2) week period. Employees placed on an alternative workweek schedule shall accrue and use paid leave time on an hour-for-hour basis. Employees placed on an alternative workweek schedule shall be charged unpaid leave time on an hour-for-hour basis. These are experimental programs; accordingly, upon one (1) weeks' notice, the District may discontinue all or a portion of such schedules.
- 7.11 INITIAL PLACEMENT.** Upon recommendation of the hiring supervisor, new employees will be eligible for initial placement up to the third (3<sup>rd</sup>) step (Step C) subject to the approval of the Assistant Superintendent, Personnel Services or designee. The determination shall be based on the employee's prior experience and/or education warranting additional years of service for purposes of initial placement. The fourth and fifth steps (Steps D and E) are at the sole discretion of the Assistant Superintendent, Personnel Services.

## **ARTICLE 8**

### **SALARIES AND FRINGE BENEFITS**

**8.1 RETIREMENT BENEFITS.** In order to address recent changes to CalPERS under AB340, effective July 1, 2013, all CalPERS eligible bargaining unit employees shall pay one hundred percent (100%) of his/her individual employee contribution to the California Public Employees' Retirement System (CalPERS) at the rate fixed and prescribed by law.

**8.2 SALARIES.**

Beginning July 1, 2023, a 6.25% on-going across-the-board salary increase shall be applied to the current Classified Salary Schedule 200. In addition, the District shall provide a \$900 one-time, off-schedule payment per bargaining unit employee who is employed on the date of the final ratification of this agreement, which shall NOT be pro-rated based on the employee's number of working hour per day.

Employees who retired during the 2023-2024 fiscal year prior to the ratification of this Agreement shall be eligible for the 6.25% retroactive salary schedule increase, which shall be reported to CalPERS. However, employees who retired from the District prior to the final ratification of this Agreement shall not be eligible for the \$900 one-time, off-schedule payment. In addition, those employees who were terminated or who resigned from the District prior to the final ratification date of this agreement shall not be eligible for either the \$900 one-time, off schedule payment nor the 6.25% retroactive salary schedule increase.

The District and CSEA agree to continue to negotiations over the topics of the 2023-24 Reclass and Position Adjustment MOU and the Classified Employee Summer Assistance Program (CESAP) MOU following the conclusion of the 2023-24 Reopener Tentative Agreement negotiations.

Beginning July 1, 2022, a 5.00% on-going across-the-board salary increase shall be applied to the 2022-23 Classified Salary Schedule 200. In addition, the District shall provide a \$2,500 one-time, off-schedule payment to all bargaining unit members as of the date of the final ratification of this Tentative Agreement, which shall be pro-rated based on the employee's number of working hours per day.

Beginning July 1, 2021, a 4.23% on-going across-the-board salary increase shall be applied to the 2021-22 Classified Salary Schedule 200. In addition, the District shall provide a \$1,000 one-time, off-schedule payment to active unit members employed as of the date of ratification of this Agreement, pro-rated based on daily working hours.

**8.3 SHIFT DIFFERENTIAL.** A shift differential shall be provided as follows, except that such differential does not apply to bus drivers:

**8.3.1 NIGHT SHIFT.** A shift differential of seventy-five cents (\$0.75) per hour shall be paid to employees whose regularly scheduled shift begins between 8:00 p.m. to 4.00 a.m. Such differential is not part of base pay for purposes of promotion or computing salary increases.

**8.3.2 SWING SHIFT.** A shift differential of fifty cents (\$0.50) cents per hour shall be paid to employees whose regularly scheduled shift begins on or after 1:00 p.m. and/or is properly designated as a "swing" shift. Such differential is not part of base pay for purposes of promotion or computing salary increases.

**8.4 LONGEVITY PAY.**

**8.4.1 LONGEVITY PAYMENT.** Longevity shall be calculated based on a percentage of base salary paid monthly as part of bargaining unit employees' regular monthly payroll warrant in the following amounts (adjusted by the standard pro-rating as per Article 8.5.1.6 below):

- 10 years 2.0% of base salary.
- 15 years 4.0% of base salary, which includes 2.0% from 10 years.
- 20 years 6.0% of base salary, which includes 2.0% at 10 years and 4.0% at 15 years
- 25 years 8.0% of base salary, which includes 2.0% at 10 years, 4.0% at 15 years, and 6.0% at 20 years.
- 30 years 10.0% of base salary, which includes 2.0% at 10 years, 4.0% at 15 years, 6.0% at 20 years, and 8.0% at 25 years.

Each employee's longevity anniversary date shall be based on his/her date of hire into the classified bargaining unit. Employees' hourly pay rate shall be adjusted to reflect the base salary increases for longevity as specified above.

**8.5 HEALTH AND WELFARE PLANS.**

**8.5.1 MONTHLY CONTRIBUTIONS/HEALTH AND WELFARE BENEFIT PLANS.**

**8.5.1.1** Effective October 1, 2022 for Medical, Dental, Vision and Life Insurance plans, the District will offer the following Self-Insured Schools of California (SISC) Medical Plans and California's Valued Trust (CVT) Life Insurance Plans and Dental and Vision Plans:

<u>Type of Coverage</u>	<u>Plan Name</u>
SISC Anthem/Blue Cross PPO Medical Plans	PPO 100% D \$20 OV / \$5-20 Rx / 300/600 Ded.
	PPO 90% G \$20 OV / \$7-25 Rx / 500/1000 Ded.
	PPO 80% E \$20 OV / \$7-25 Rx / 300/600 Ded.
SISC Anthem/Blue Cross HMO Medical Plans	HMO Full Network 10/0/100% \$5-25 Rx.
	HMO Classic \$20/40 OV / \$250 Hosp. / \$7-25 Rx
SISC Kaiser HMO Medical Plans	Kaiser HMO \$25 OV/\$5-\$25 Rx
CVT Delta Dental	PPO Dental Incentive
CVT VSP Vision	VSP
\$10,000 CVT Life Insurance	CVT Life

**8.5.1.2** The parties have agreed to the following maximum health and welfare maximums (i.e. "caps") as follows:

Beginning October 1, 2023, for Medical, Dental, Vision and Life Insurance plans, the District will make the following contributions monthly for full-time eligible employees, pro-rated if applicable as per Article 8.5.1.5 below:

<u>Coverage</u>	<u>Monthly Cap</u>	<u>Annual Cap</u>
Medical Plans	\$ 1,449.00	\$ 17,388.00
Dental Plans	\$ 125.72	\$ 1,508.64
Vision Plans	\$ 24.28	\$ 291.36
Life Plan	\$ 1.26	\$ 15.12
(Employees may enroll in one medical, dental, vision and life insurance plan only).		

**8.5.1.3** In the event of an increase in premiums in October of any fiscal year, the District shall not be required to increase its contributions beyond the caps set forth in Sections 8.5.1.2 above, unless so negotiated with the Association. The parties agree that failure to agree by September 30<sup>th</sup> shall require the difference to be deducted from the employees' salary warrants. The parties agree to meet and negotiate in the spring of each year as soon as projected premiums become known. District and CSEA shall collaborate in making information available to unit members concerning the impact of premium increases, if any, and/or plan changes.

**8.5.1.4 IRC 125 PLAN.** The District will provide an IRC 125 plan for its employees.

**8.5.1.5 EMPLOYEE COVERAGE.** Notwithstanding Article 8.5.1.6 below, employees who are regularly assigned on a part-time basis to four (4) or more hours daily shall be eligible for one (1) medical, dental, vision, and life insurance plan with the District's contribution to the one (1) medical insurance plan prorated by half hour increments rounded upward to the nearest half hour as follows:

<b>HOURS</b>	<b>DISTRICT CONTRIBUTION</b>
6.5+	100.00%
6	92.31%
5.5	84.62%
5	76.92%
4.5	69.23%
4	61.54%

*(Employees may enroll in one medical, dental, vision, and life insurance plan only).*

**8.5.1.6 SALARY AND LONGEVITY PRO-RATA.** Full-time employees shall be defined as those working eight hours per day or forty hours per week, and for purposes of this Agreement wherever appropriate and whenever consistent with the District's current and past practices and this Agreement, salary amounts and benefits shall be appropriately prorated for eligible employees working less than full-time based on that percentage of hours worked in relation to an 8 hour day, unless otherwise specifically provided for in this agreement.

**8.6 HEALTH INSURANCE FOR RETIREES.** The District shall continue its premium contribution limited to health insurance only after retirees fifty (50) years of age or over, up to age sixty-

five (65) or until the retiree qualifies for Medicare, whichever occurs earlier, providing however that the retiree has been employed under PERS for fifteen (15) years preceding retirement and by Desert Sands Unified School District for at least eight (8) years immediately preceding his/her retirement. This coverage is limited to retirees who retire on or after the date of agreement, but does not alter the benefits of retirees on or after July 1, 1978. The reduction from age fifty-five (55) to fifty (50) shall be effective June 30, 1987.

Retirees covered by the above paragraph may, at their own expense, purchase group vision insurance and group dental insurance, provided that retirees make quarterly payments for such coverage.

For employees hired on or after July 1, 2006, the age for entry into the retiree health benefits program will be raised from 50 to 55.

**8.6.1** Beginning October 1, 2017, the District will “pool” any savings between the actual costs of medical benefits for retirees and the agreed upon annual district contribution for medical premiums (i.e., the “super composite annual medical cap”), and such savings will be applied to premium contributions on behalf of all eligible classified retirees receiving retiree medical benefits. If, computations indicate there is no longer an overall group savings when computed against the total “pooled” District contributions for all current, eligible classified retirees (i.e. the “pooled retiree medical cap”), then in that event only those retirees whose plans exceed that year’s “super composite annual medical cap” will assume the responsibility for paying the difference (“differential”) as follows:

- a. Retirees choosing a single or two-party plan exceeding the pooled retiree medical cap shall be responsible for only that amount of the difference between the super composite annual medical cap and the actual cost of the single or two-party premium.
- b. Retirees choosing a family plan exceeding the pooled retiree medical cap shall be responsible for the remaining cost of the premium of the retiree’s choice of family plan after all contributions by those choosing single and two-party plans have been applied.

**8.6.2** In the event that an eligible classified retiree is responsible for paying a differential as defined above in Article 8.6.1, such payment shall be made to the District on a monthly basis.

## **8.7 PROFESSIONAL GROWTH.**

**8.7.1 PROFESSIONAL GROWTH COMMITTEE.** A Classified Staff Development Committee (hereafter “CSDC”) shall be formed to assist in the implementation of the Classified Staff Development Program.

The Classified Staff Development Committee shall consist of four (4) classified employees to be appointed by the Executive Board of the California School Employees Association (CSEA), Desert Sands Chapter 106, and four (4) Desert Sands Unified School District (DSUSD) administrators to be appointed by the District. Each member will serve for two (2) years except for the first year when one-half (1/2) of the Committee will serve for one (1) year.

The Committee shall be chaired by a member selected by the other members of the Committee.

The Committee shall meet not less than quarterly after the Classified Staff Development Program has been implemented.

The Committee shall be provided release time for the meetings called by the Chairperson and approved by the District.

**8.7.2 PROFESSIONAL GROWTH CLASSES.** In order for an employee to obtain credit for course work taken, the employee must receive the approval of the CSDC. Employees are encouraged to receive prior approval for course work to be taken in order to ensure that the course work will count for professional growth credit. An employee who receives prior approval for course work from the CSDC will be guaranteed professional growth credit. An employee who submits course work to the CSDC for approval after completion will not be guaranteed professional growth credit. Courses which are (1) job related, (2) improve job skills, (3) explore and prepare for career mobility within the District, and (4) assist in the advancement of classified employees shall apply.

Courses may be taken at any state-accredited college, university, community college and other institutions approved by the CSDC. Courses can include on-line offerings, certificate programs, and degree programs. In addition, professional growth courses developed by the CSDC and those developed for the District certificated staff and conferences/seminars/workshops approved by the CSDC which meet the above criteria shall be included.

The employee must obtain the approved professional growth courses and obtain the associated credits while employed by the District.

In order for the employee to receive professional growth credit, the credit must be earned under the following conditions: (1) the District did not provide payment for the course and (2) the employee must complete the course work outside of the employee's regularly scheduled work day.

Each individual course within the areas of study will be no less than one-quarter (1/4) unit. Ten (10) hours of non-credit classes' work shall be equivalent to one-quarter (1/4) unit.

Travel time does not count towards professional growth credit.

For courses in which grades are received, the employee must obtain a grade of "C" or better. An employee cannot opt to take a graded course on a "no-grade" or "pass/fail" basis.

**8.7.3 PROFESSIONAL GROWTH SALARY SCHEDULE.**

Effective November 1, 1999, the professional growth salary schedule will consist of eight (8) salary steps.

Each step will require an additional fifteen (15) semester (22 quarter) units.

Employees will be eligible to obtain the following professional growth steps by satisfying the corresponding criteria:

- Professional growth salary Step I: The employee must obtain an associate's degree from an accredited institution. If the approved course of study is specific to a bachelor's degree, the employee must submit transcripts verifying the completion of the unit requirements (60) associated with achieving the associate's degree from an accredited institution.
- Professional growth salary Step J through Step M: the employee must have an approved course of study to obtain a bachelor's degree from an accredited institution.
- Professional growth salary Step M: the employee must obtain a bachelor's degree from an accredited institution.

All CSDC approved credit and non-credit courses will apply to movement on the classified bargaining units' salary schedule.

**8.7.4 PROFESSIONAL GROWTH SALARY STEP MOVEMENT.** The employee must receive approval from the CSDC in order to receive professional growth salary step movement.

The CSDC will determine the effective date of the salary step movement based on the date of submission of the materials to the CSDC. Employees who submit materials that are subsequently approved by the CSDC between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month will receive salary step movement on the first day of the month of submission. Employees who submit materials that are subsequently approved by the CSDC between the sixteenth (16<sup>th</sup>) and the last day of the month will receive salary step movement on the first day of the following month of submission.

An employee will have the right to appeal the determination of salary step movement by the CSDC. An appeal must be submitted in writing to the CSDC within ten (10) days of notice of outcome from the CSDC for further consideration. The notice period shall begin with the date of receipt of the mailing or the date of delivery by hand, in lieu of mailing. The CSDC will review all additional information submitted by the employee to determine salary step movement during the next regularly scheduled meeting of the CSDC. The effective date of any salary step movement based on the outcome of the appeal process will be effective based on the original date of submission of materials to the CSDC.

An employee will maintain his/her anniversary date to the classification to which employed for the purpose of salary step placement due to professional growth.

An employee is eligible to obtain one (1) salary step movement within the one (1) year anniversary date.

**8.7.5 CHANGE TO CLASSIFICATION AND PROFESSIONAL GROWTH.** Employees receiving a change to classification will receive a modification to salary (minimum 5% increase if a promotion) applicable to the classification modification.

Employees who receive a change to classification (e.g., promotion, demotion, reclassification) shall retain their professional growth credits. Employees who had obtained professional growth salary step placement prior to a change to classification will be eligible to move to the professional growth salary step placement obtained prior to the change to classification.

**8.7.6 MODIFICATIONS TO WORK SCHEDULE FOR PROFESSIONAL GROWTH.** An employee may request a modification to his/her approved work schedule for the purpose of obtaining professional growth. All requests for modification must be submitted in writing to the employee's administrator. The administrator will determine the ability to grant a modified work schedule or flex time based on the needs of the site or department. An employee may appeal, in writing, the decision of the site or department administrator to the Superintendent or his/her designated representative.

**8.7.7 LEAVE OF ABSENCE WITHOUT PAY FOR PROFESSIONAL GROWTH.** An employee may request a leave of absence without pay for educational reasons for up to one (1) year from the District. The request for the leave of absence without pay for educational reasons must be submitted in writing to the employee's site /department administrator. The administrator will approve, modify, or disapprove the request of the employee. All requests that are approved for any period of leave of absence without pay must be submitted to the Board of Education for approval.

An employee who requests a leave of absence without pay for educational reasons will be required to provide substantiation of education enrollment and course completion as follows:

1. The employee must provide verification of enrollment into an approved course of study, indicating enrollment into a minimum of twelve (12) hours per semester for the duration of the leave to the Personnel Services Department. The approved course of study must be submitted within two (2) weeks from the first day of class of the educational institution.
2. The employee must submit verification of completion of a minimum of twelve (12) hours of course work. The employee must submit the transcripts or grade cards for the courses to the Personnel Services Department within thirty (30) days of the end of the grading period for the educational institution.

The employee must successfully provide the substantiation of educational enrollment and course completion to continue on Leave of Absence Without Pay for Educational Reasons. If the employee fails to meet these minimum requirements, the Leave of Absence Without Pay for Educational Reasons will be revoked by the Personnel Services Department unless the employee submits a written request that provides justification/substantiation to continue the Leave of Absence Without Pay.

For an employee who wishes to return from the leave of absence prematurely, the employee will follow the existing procedures for returning from an unpaid leave of absence.

**8.7.8 PROFESSIONAL GROWTH STEP PLACEMENT.** Employees must complete an entire year on Step E before being eligible to move into the professional growth section of the salary schedule. Employees who are entering the professional growth section of the salary schedule for the first time, after completing the non-professional growth section of the salary schedule (including of an entire year on Step E), shall be eligible to be placed up to step H based on professional growth credits earned prior to the entry into the professional growth section of the salary schedule. Once the employee has entered and been placed on a professional growth step, the employee may not move more than one (1) step per year as determined by the employee's anniversary date as described in section 8.7.4.



## ARTICLE 9

### PAID AND UNPAID LEAVES

#### 9.1 VACATION LEAVE.

**9.1.1 VACATION ACCRUAL.** Vacation time will accrue from the first of the month nearest the date of hire. Eligible unit members accrue vacation as follows based upon continuous years of service. The phrase “continuous years of service” for purposes of this Article means without a break in service (e.g., layoff, resignation) for a period of thirty-nine (39) months or more.

CONTINUOUS YEARS OF SERVICE	VACATION DAYS PER MONTH
1-4	1.00
5-9	1.250
10-14	1.660
15	1.833

The pro-rata vacation for hourly Food Service employees will be computed on the same basis as computed for monthly employees.

**9.1.2 ACCRUAL AND USE OF VACATION LEAVE DURING INITIAL PROBATION.** Unit members are not eligible to take vacations until satisfactory completion of the probationary period or six (6) months or 130 days, whichever is longer. Vacation credits accruing during that period shall not be deemed vested.

**9.1.3 REQUEST AND USE OF VACATION LEAVE.** The hours and duration of each request to use vacation leave must be submitted by the employee to the employees' immediate supervisor for approval. ALL LESS THAN TWELVE (12) MONTH EMPLOYEES SHALL SUBMIT THEIR PROPOSED VACATION DAYS FOR THAT SCHOOL YEAR TO THEIR RESPECTIVE SUPERVISORS BY NO LATER THAN OCTOBER 1 OF EACH YEAR. If the less than twelve (12) month employee is not permitted to take his/her annual vacation during the year, the unused vacation amount will be paid off at the end of the year, or at the employee's discretion, he/she may choose to carry over no more than one year's accrual to the next fiscal year only. No accumulation beyond one (1) year shall be allowed. Accumulated vacation which remains beyond one (1) year shall be paid at the employee's regular rate of pay based on the employee's placement on the prevailing salary schedule.

All 12 month employees shall submit their proposed vacation days for that school year to their respective supervisors by no later than August 1<sup>st</sup> of each year. The supervisor shall approve, modify, or deny the submitted vacation schedule within 10 working days of receipt of the schedule. If the twelve (12) month unit member is not permitted to take his/her full annual vacation during the year, the amount not taken shall be carried over to the following year only; no accumulation beyond one (1) year shall be allowed. Accumulated vacation which remains beyond one (1) year shall be paid at the employee's regular rate of pay based on the employee's placement on the prevailing salary schedule; provided, however, that such pay will not be increased by a subsequently agreed upon retroactive salary adjustment.

If the supervisor does not take action within ten (10) days of the receipt of the request, the employee may appeal to the immediate supervisor of the manager/administrator in question and subsequently up the District chain of command if not resolved upon initial appeal. The supervisor reserves the right to block off certain dates and/or restrict the use of vacation days in order to best meet the needs of the District by August 1<sup>st</sup>. The supervisor will provide the employees with a list of any dates which shall be blocked for vacation use, to the best of his/her ability. Supervisors have the right to request a schedule of vacation use or schedule vacation use when employees have not provided a schedule according to the timelines listed above. The employee must secure approval for the use of vacation leave prior to its use. In the event of a request for the same vacation dates, the employee who turns in the request first will be given primary consideration for the requested days. If multiple employees submit the vacation request on the same day, the senior employee will be given primary consideration for the requested dates.

**VACATION REQUESTS AND MODIFICATIONS WILL NOT BE UNREASONABLY DENIED.**

If a unit member's vacation becomes due during an illness or injury leave, the unit member may request that the vacation date be changed to available vacation later, and the District shall grant such request; the actual rescheduled date remains subject to District approval.

- 9.1.4 SEPARATION FROM EMPLOYMENT.** Upon separation from employment in the District, the employee shall be entitled to payment for all earned and unused vacation, except that an employee who has not completed the longer of probationary period or six (6) months of employment shall not be entitled to such compensation. This paragraph shall not be interpreted to provide pro-rata vacation pay for employees terminated for cause.

If an employee is terminated and has taken vacation which has not yet been earned at the time of termination, the District shall be entitled to deduct from the employee's final check the full amount of salary which was paid for such unearned days of vacation actually taken.

- 9.1.5. CHANGE FROM APPROVED VACATION TO ALTERNATE PAID LEAVE STATUS.** A regular classified employee may request interruption or termination of his/her paid vacation for the purpose of commencing some other type of paid leave as granted under this Agreement. If, after an employee commences his/her vacation, he/she becomes ill or is injured and such illness or injury would have caused him/her to take sick leave had he/she actually been working, the employee may request that his/her vacation be interrupted or terminated and that he/she be placed on sick leave. A doctor's statement stating the nature of the illness or injury and the date the employee is able to work shall be submitted with a written request for leave. The Superintendent or his/her authorized representative shall notify the employee within three (3) working days from the date the request was received whether or not sick leave will be granted.

**9.2 HOLIDAYS.** During the term of this Agreement, the District will observe the following paid holidays for eligible unit members:

Independence Day	Day before New Year's Day <i>(½ day holiday, plus ½ day in lieu of Admissions Day for a full day New Year's Eve Holiday)</i>
Labor Day	
Admission Day <i>(Agreed upon in-lieu day)</i>	New Year's Day
Veteran's Day <i>(November 11)</i>	Martin Luther King's Birthday <i>(3rd Monday in January)</i>
Thanksgiving Day	Lincoln's Birthday
Day after Thanksgiving	Washington's Birthday
Day before Christmas <i>(½ day holiday, plus ½ day in lieu of Admissions Day for a full day Christmas Eve Holiday)</i>	Memorial Day
Christmas Day	Juneteenth

The in-lieu holiday for Admission Day shall be an additional one-half (1/2) day before Christmas (on Christmas Eve) and one-half (1/2) day before New Year's Day (on New Year's Eve) in order to make these two holidays full days as provided for above in the list of holidays contained in Article 9.2 above.

In order to be eligible for holiday pay, an employee must be in paid status either all his/her last regularly scheduled shift before or his/her next regularly scheduled shift following the holiday.

In the event a holiday occurs during an employee's vacation, the employee shall be entitled to an additional vacation day. This shall not be interpreted to apply to employees who receive pay in lieu of vacation.

When the holiday falls on a Saturday, the preceding Friday shall be the paid holiday. When a holiday falls on a Sunday, the following Monday shall be the paid holiday.

**9.3 BEREAVEMENT LEAVE.**

Unit members shall be entitled to up to three (3) days bereavement leave of absence with pay in the event of death of a member of the employee's immediate family. Up to an additional two (2) days shall be granted if travel of 200 miles or more (one way), or travel out of state, is required to attend or arrange for the funeral.

For purpose of this clause, the immediate family is defined as the following relation to the employee: spouse, child, mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, significantly bonded de facto parent or child, any relative of either spouse that has established an official residence in the household of the employee, or domestic partner.

In the event of a death of a spouse or child of a unit member, that unit member shall be entitled to up to five (5) days of bereavement leave. In addition, if the employee does not have personal necessity leave days available after the death of his/her spouse or child so that the combined bereavement and personal necessity days are fewer than ten (10) days, the employee may submit a request for additional days, not to exceed a total of ten (10), to his/her

immediate supervisor; in the event the immediate supervisor denies the request, the employee may re-submit the request to the Assistant Superintendent, Personnel Services.

**9.4 MILITARY LEAVE.** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Also see Article 9.13.7 Servicemember Leave below.

**9.5 SICK LEAVE.**

**9.5.1 SICK LEAVE ACCRUAL.** Full-time unit members employed on a regular basis shall be entitled to one (1) day's leave of absence for illness for each month of employment, not to exceed twelve (12) days per year.

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

Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.

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

Pursuant to Education Code Section 45196, full-time employees shall be credited annually with one hundred (100) days of differential sick leave. Such days shall be counted as of and run concurrently with the first day of absence due to injury or illness. In the event there is a differential sick leave remaining after exhaustion of accumulated sick leave then, in that event, such differential sick leave shall be paid at fifty percent (50%) of the employee's regular salary. Such differential sick leave days do not accumulate from year to year.

Paid leave such as vacation shall be accounted for separately and shall run consecutively after exhaustion of accrued sick leave and differential sick leave under this section; however, the employee may elect to take a portion of his/her accumulated paid leave, such as vacation or compensatory time, which, when added to his/her 50% salary, will result in payment to him/her of not more than his/her full salary.

The District shall endeavor to provide a written notice at least fifteen (15) calendar days prior to any payroll separation event (such as medical separation) or the exhaustion of all leaves provided for under this Article. Failure to provide reasonable notice shall not extend an employee's entitlement leave.

**9.5.2 USE OF SICK LEAVE DURING INITIAL PROBATION.** A new employee of the District shall not be eligible to take more than one (1) day per month for the first six (6) months of employment in the District.

**9.5.3 EMPLOYEE NOTIFICATION FOR USE OF SICK LEAVE.** To use sick leave accrual:

Unless unforeseen circumstance exist beyond the control of the employee, an employee must advise his/her immediate supervisor or designee of the use of sick

leave two (2) hour prior to the beginning of the employee's shift, excluding those departments that have a notification process that differs from this provision.

Prior to leaving the work site during an employee's shift, the employee must advise his/her immediate supervisor or designee of the use of sick leave.

An employee must provide notification to his/her immediate supervisor of the requirement to use sick leave on each day of absence, unless the employee has provided a medical off work notification to his/her immediate supervisor from a treating physician for a specified duration.

An employee who returns to work from sick leave status without the appropriate notifications to the immediate supervisor, and the District has assigned a substitute to the position, will forfeit paid status for the work day in question (the substitute will remain in the assignment for the duration of the work shift).

**9.5.4 EMPLOYEE REQUIREMENT TO PROVIDE A MEDICAL RELEASE.** The Director of Risk Management or designee may require of an employee who has been off work, a medical release from his/her treating physician specifying any restrictions placed upon him/her pertaining to his/her position/classification prior to resuming his/her position/classification. Upon the request of the employee, the District will provide a copy of the employee's job description and any applicable forms to the treating physician upon a determination of the need for the written release prior to resuming his/her position/classification. These rules may apply to employees who are on temporary disability and are being placed into the District's "light duty program." This clause affects employees who have been off work:

- Due to personal illness/injury for a period of five (5) consecutive workdays; OR,
- Due to Worker's Compensation illness/injury.

**9.5.4.1 THE EMPLOYEE WHO RECEIVES THE MEDICAL RELEASE.** Prior to the next assigned shift, the employee will provide the medical release to:  
For personal illness/injury, to the employee's immediate supervisor.

For Worker's Compensation illness/injury, to the Department of Risk Management.

**9.5.4.2 A MEDICAL RELEASE WITHOUT IMPACT TO THE ESSENTIAL FUNCTIONS OF THE POSITION/CLASSIFICATION.** If the medical release specifies that the individual can perform the essential functions of the employees' position/classification without accommodation, the employee will be returned to work immediately.

**9.5.4.3 A MEDICAL RELEASE WITH IMPACT TO THE ESSENTIAL FUNCTIONS OF THE POSITION/CLASSIFICATION.** If the medical release does not specify that the individual can perform the essential functions of the employee's position/classification without accommodation, the supervisor and the Director of Risk Management or designee will meet to evaluate and discuss the employee's ability to return to his/her position/classification.

If it is determined that the employee can return to his/her position/classification and perform the essential functions without accommodation based on restrictions afforded by the employee's treating physician, the employee shall resume his/her position.

If it is determined that the employee cannot return to his/her position/classification and perform the essential functions without accommodation based on restrictions afforded by the employee's treating physician, the employee shall be so advised and placed in the appropriate employment category. Within ten (10) working days of the notification by the District, if a dispute still remains, the employee may appeal in writing to the Assistant Superintendent, Personnel Services. A meeting will be convened within ten (10) working days of the filing of the appeal. The matter will be determined by a committee consisting of the immediate supervisor, Director of Risk Management or designee, Assistant Superintendent, Personnel Services or designee, and a CSEA appointee. The employee's status will remain unchanged until the determination has been made, to the extent allowed by law.

**9.5.5 DISTRICT'S RIGHT TO REQUIRE A DOCTOR'S VERIFICATION OF ILLNESS.** The District reserves the right to require a doctor's verification of illness at any time it has reason to believe that there is an abuse of leave, misuse of leave, or a pattern of absences or excessive absences on the part of an individual employee or group of employees. Nothing in this section shall preclude the District from disciplining a bargaining unit employee or employees for abuse of sick leave entitlement.

## **9.6 PERSONAL NECESSITY LEAVE.**

**9.6.1 USE OF PERSONAL NECESSITY.** Classified employees shall be provided seven (7) personal necessity leave days, to be used as follows:

1. Death or serious illness of a unit member's immediate family.
2. An accident involving the unit member's person or property, or the personal property of the unit member's immediate family, provided it is of such severity or seriousness so as to require the unit member's immediate attention.
3. Imminent danger or threat of danger to the home of an employee, occasioned by a factor such as flood or fire serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard.
4. Delay in returning to work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay, etc.)
5. Other matters of personal necessity subject to approval by the employee's immediate supervisor.

**9.6.2 LIMITS AND CONDITIONS.** The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

1. The total number of days in one school year for such leave or leaves shall not exceed seven (7) days.

2. The days allowed shall be deducted from, and may not exceed, the number of accumulated sick leave days to which the employee is then entitled.
3. Personal necessity leave shall not be granted during a scheduled vacation or leave of absence, nor to extend a vacation or holiday, nor for matters of personal convenience, nor as a means of withholding services.
4. Payment for such absence shall be made only upon certification by the employee's supervisor that the absence was due to personal necessity within the meaning of this section. The employee shall be required to sign, on a form provided, a statement that such absence was due to a personal necessity and indicate the nature of such necessity. The supervisor shall take whatever steps necessary to satisfy him/herself that a personal necessity within the limits of this rule did exist.
5. Advance permission is required for personal necessity leave, except for leave requested under 9.6.1. (1) through (4) above. Unit members who have successfully completed their probationary period are eligible for the following:

**9.6.3 DISCRETIONARY DAYS.** Of the seven (7) days available, four (4) days of the personal necessity leave may be utilized by a permanent unit member at his/her own discretion upon the following conditions:

1. Such days shall be charged against the member's sick leave.
2. Twenty-four (24) hours written notice shall be required unless extenuating circumstances occur which prevent such notice being given; in that event, the unit member shall make every reasonable effort to give advance notice.
3. There shall be no accumulation from year to year of such days.
4. Supervisor retains the right to refuse the unit member's request of a certain day, if, in the opinion of the management, too many unit members select the same day.
5. The unit member shall not be required to give reasons for the use of such days.
6. Such leave shall not be used to withhold services from the District.

**9.7 PREGNANCY DISABILITY LEAVE.** Employees covered by this agreement shall be entitled to use personal illness leave (sick leave) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.

The length of such pregnancy disability leave, to include specific dates, shall be determined by the employee and employee's physician. An employee may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties and responsibilities and has submitted the necessary doctor's certificate.

An employee shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom when all current accumulated sick leave and paid vacation has been exhausted, to the extent provided by law.

An employee who takes a pregnancy disability leave may also be entitled to take leave under the California Family Rights Acts (CFRA) if she meets eligibility requirements for CFRA leave. That means that an employee who is eligible for CFRA leave may take up to four months of pregnancy disability leave for her pregnancy disability and may also be eligible for up to an additional twelve (12) weeks of CFRA leave to bond with the baby, or for another CFRA qualifying event such as to bond with an adopted child, or to care for a parent, spouse or child with a serious health condition.

This policy shall be construed as requiring the Board of Education to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illness, injuries, or disabilities.

Employees who are granted leave with or without pay under the provisions of this section shall continue to be eligible for health and welfare benefits under prevailing terms and conditions provided by Article 8 to the extent provided by law.

Whenever the District determines that it may be appropriate to require additional verification of the extent of any of the disabilities referred to above, said verification shall be achieved through one (1) of the following two (2) methods with the option to be exercised by the affected employee; in the event the employee does not exercise an option upon request, the District may proceed with procedure "1" below:

1. District management may require a verification of the extent of disability through a physical examination of an employee by a physician appointed by the District, at District expense; or,
2. An additional examination shall be conducted by the employee's physician at District expense. In the event the employee chooses to exercise this option, the employee's physician verification shall be on a form provided by the District.

For the purpose of this section, as well as any other relevant clause in this Agreement, days of differential sick leave as provided for in Education Code Section 45196 shall be computed as of, and run concurrently with, the first day of absence due to illness or accident.

**9.8 INDUSTRIAL ACCIDENT AND INDUSTRIAL ILLNESS LEAVE.** The District shall grant industrial accident or industrial illness leave of absence to unit members, as described below:

Each employee shall become eligible for the benefits provided in this section immediately upon assuming the responsibilities of his/her position.

Allowable leave will be for sixty (60) working days for any one industrial accident or illness during any one (1) fiscal year.

When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only those days remaining of the allowable sixty (60) working days.

Leave is not cumulative; and, leave begins on the first day of absence.

Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation award made under Worker's Compensation.



The employee will endorse to the District, the Temporary Total Disability (TTD) indemnity checks and the District will issue to the employee his/her regular salary warrant with the usual deductions for retirement and other authorized deductions.

The employee's accumulated sick leave will not be affected during the sixty (60) days.

When the sixty-day (60) leave period has expired, but where the employee remains on Workers' Compensation Benefits, the employee may then elect to pro-rate his/her accumulated sick leave benefits, vacation, or compensatory time, which, when added to his/her TTD indemnity, will result in payment to him/her of not more than his/her full salary.

During this period of TTD (after sixty-day (60) leave period has expired), as long as the employee has sick leave, vacation, or compensating time off available for his/her use (including on a pro-rated), the District shall require that TTD indemnity check be endorsed payable to the District. The District shall then cause the employee to receive his/her normal wages.

When such leave, vacation, compensatory time off, or other applicable paid leave is used in conjunction with TTD derived from Worker's Compensation Benefits, it shall be reduced only by the pro-rated amount necessary to provide a full day's wages or salary when added to the TTD benefits.

When all applicable leave of absence, paid or unpaid, has been exhausted, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case, he/she shall be listed in accordance with appropriate seniority regulations.

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.

**9.9 CATASTROPHIC SICK LEAVE BANK.** A joint District-Association Committee will review the Catastrophic Sick Leave article and assure that applicable regulations relate to classified employees.

To be an eligible participant of the Catastrophic Sick Leave Bank ("Bank"), a permanent classified employee must donate one (1) day of sick leave during the open enrollment period of its first year of operation and one (1) day each year thereafter. If the total number of days in the Bank exceed 600 at the first of October of any year, members who have previously donated will be exempted from donations that year. New members wishing to enter the Bank will be required to donate one (1) day during the open enrollment period in the year they join regardless of the total number of days in the Bank. The requirement to be permanent applies effective January 1, 2005 and will not eliminate any current participants from the Bank.

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

A classified employee may only join the Sick Leave Bank during the annual open enrollment period during the month of October.

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

Subject to all terms and conditions herein, a permanent classified employee may donate up to six (6) additional total days per year, earmarked for a specifically named employee or employees who are eligible to draw from the Bank. If the sick leave day donations for specifically named employees is refused by the Catastrophic Sick Leave committee, the donation form will be returned to the donor and the sick leave days will not be deducted from the donor's sick leave account.

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

A classified employee who qualifies for catastrophic injury or illness leave may not draw upon the Bank until all fully paid illness or injury leave is exhausted. A classified employee who has exhausted full paid sick leave, but still has 50% additional sick leave, provided for in Article 9.5.1 above, is eligible for a partial supplement from the Bank. The District shall pay the classified employee's full pay and the Bank shall be charged the one-half sick leave day. This shall not exceed the amounts allowed as maximum below.

Leave from this Bank may not be used for illness or disability, which qualifies the classified employee for Workers' Compensation leave, and his/her own full paid leave.

The maximum number of workdays allowed by one (1) member for a single catastrophic injury/illness from the Catastrophic Sick Leave Bank shall not exceed forty (40) workdays. The classified employee may request an additional forty (40) days from the Catastrophic Sick Leave Bank should the condition continue by filing an additional request for consideration to the Committee. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Association and/or Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.

Once two successive requests for up to 40 workdays have been made, or if there are insufficient days in the Bank, donations will be solicited from eligible members of the Bank. Donations received shall be earmarked for the specifically named employee. The Committee shall be responsible for informing classified employees of solicitation for donations earmarked for the Bank.

The classified employee who receives leave from the Bank shall furnish all requested medical information deemed necessary by the joint Catastrophic Sick Leave Bank Committee ("Committee"). The Committee determines the employee's eligibility to receive donated leave under this section. Upon request by the Committee, the classified employee shall submit a "Classified Sick Leave Bank Request for Withdrawal" form for the release of medical information. The Committee shall be entitled to obtain an independent medical evaluation to determine a classified employee's right to receive leave from the Bank. The form for releasing medical information shall contain a waiver of statutory and privacy rights with respect to such information for the limited purpose of Committee review for the purpose of determining eligibility.

A classified employee who wishes to donate sick leave shall submit a "Classified Sick Leave Bank Deposit" form with the Payroll Department. This form authorizes the donation to the

Bank and the assignment of the leave to the Bank or a specified individual. No surrender or assignment shall be effective until approved by the Joint Catastrophic Sick Leave Bank Committee. The decision of the Committee shall not be subject to the grievance procedure, but may be reviewed upon appeal to the committee.

A classified employee who has submitted a request to donate sick leave, and a classified employee who receives leave from the Bank, shall each execute an agreement satisfactory to the Committee. The agreement will confirm the understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each classified employee agrees to indemnify and hold the Committee harmless from any claim, demands, or causes of action related to the donation.

No action taken by the committee under this section shall be subject to the grievance procedure of the agreement. The Committee shall be comprised of four (4) members, two (2) appointed by the District and two (2) appointed by the California School Employees' Association, Desert Sands Chapter 106 (CSEA). A classified employee dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave Plan herein provided may submit a request for an appeal for reconsideration with additional supportive documentation. No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) days after the action or decision in question. A tie vote represents a denial of the request.

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

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

**9.10 TRANSFER OF SICK LEAVE.** Any bargaining unit employee who has been an employee of another school district for a period of one (1) calendar year or more and who accepts employment with Desert Sands Unified School District within one (1) year of terminating employment with the prior district shall have transferred to this District, the total amount of earned and unused sick leave for illness or injury remaining to the employee from the prior district. This section shall not apply to employees who were terminated for cause from the prior district.

**9.11 JURY DUTY.** An employee shall be entitled to leave without loss of pay for any day the employee is required to be physically present for jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

**9.12 LEAVE OF ABSENCE WITHOUT PAY.**

**9.12.1 EMPLOYEE REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY.** An employee shall submit a written request for a leave of absence without pay, specifying the reason for and the duration of the Leave of Absence Without Pay, to his/her supervisor.

The Leave of Absence Without Pay request shall be forwarded to the Personnel Department for submission to the Board of Education for approval.

The employee must request the Leave of Absence Without Pay in advance, and receive approval for Leave of Absence Without Pay status in advance from the Board of Education, prior to taking the Leave of Absence Without Pay.

An employee who does not request and receive approval from the Board of Education for leave of absence without pay status, and does not report to his/her position, will be considered to have abandoned his/her position.

**9.12.2 REASONS FOR A REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY STATUS.**

An employee can request leave of absence without pay status for the following reasons:

1. Leave of absence without pay for medical reasons.
2. Leave of absence without pay for education purposes.
3. Leave of absence without pay for Family Care and Medical Leave.
4. Leave of absence for service in the Peace Corps.

**9.12.3 REQUIREMENTS FOR A LEAVE OF ABSENCE WITHOUT PAY FOR MEDICAL REASONS.**

A permanent employee, who has exhausted all available leaves and will be placed on the 39 month reemployment list (payroll separation due to medical reasons), will be provided a form by the District whereby he/she may request a Leave of Absence Without Pay for medical reasons upon exhaustion of sick leave, vacation leave, compensatory leave, sick leave differential, and supported by a medical verification of illness specifying the duration of the leave, for a period in increments of up to six months, not to exceed a total of eighteen (18) months.

**9.12.4 REQUIREMENTS FOR A LEAVE OF ABSENCE WITHOUT PAY FOR EDUCATIONAL PURPOSES.**

See the negotiated agreement Article 8.7.7.

**9.12.5 REQUIREMENTS FOR A LEAVE OF ABSENCE WITHOUT PAY FOR FAMILY CARE AND MEDICAL LEAVE.**

See the negotiated agreement Article 9.13.1 and 9.13.2.

**9.12.6 REQUIREMENTS FOR A LEAVE OF ABSENCE WITHOUT PAY FOR SERVICE IN THE PEACE CORPS.**

A permanent employee can request a Leave of Absence Without Pay for service in the Peace Corps upon exhaustion of vacation leave and compensatory leave, for a period not to exceed two (2) years.

**9.12.7 BOARD OF EDUCATION CANCELLATION OF LEAVE OF ABSENCE WITHOUT PAY.**

The Board of Education may, for good cause, cancel any leave of absence by giving the absent employee due notification, except in such cases when the leave of absence was granted for medical reasons. Any classified employee granted unpaid leave who, during the period of such leave, accepts new employment with another district, businesses or public agency during the hours he or she would otherwise be scheduled to work for the District without prior approval of the Board of Education shall be notified in writing that such employment violates the conditions of his/her leave; Within five (5) working days from receipt of the letter, the employee may elect either to resume employment with the District or absent such resumption will be deemed to have resigned from employment with the District. The Board shall not deny the employee on leave the right to accept employment necessary to sustain the original intent of the approved leave. The employee may appeal the cancellation through the exclusive bargaining unit grievance procedure.

**9.12.8 EMPLOYEE REQUEST TO CANCEL A LEAVE OF ABSENCE WITHOUT PAY.** An employee may make a written request to the Assistant Superintendent of Personnel Services to return to work prior to the expiration date of the leave of absence without pay. The Assistant Superintendent will make a recommendation to the Board of Education. The Board of Education may approve or reject the request.

**9.12.9 ABOLITION OF POSITION DURING LEAVE OF ABSENCE WITHOUT PAY.** If the employee's position/classification is abolished during the leave of absence without pay, he/she shall be laid off for lack of work/lack of funds and be provided the reemployment preference rights afforded through this negotiated agreement.

**9.13 FAMILY CARE AND MEDICAL LEAVE.**

**9.13.1 ELIGIBILITY.** Bargaining unit employees having at least one (1) continuous year of service consisting of at least 1,250 hours shall be afforded all benefits under the California Family Rights Act of 1991 (Gov. Code 12945.2) and the Federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.). Family Leave shall be limited to a maximum of twelve (12) weeks (or 26 weeks for service member leave or a military caregiver) in any twelve (12) month period measured from the first day of leave taken under the Family Leave Act except as otherwise specified herein.

**9.13.2 DEFINITION.** "Family Care Leave" means: (1) birth and care for the child of a bargaining unit employee; (2) adoption or placement of a foster child; (3) care of a seriously ill child, spouse, domestic partner, or parent; (4) a serious health condition of the employee making him/her unable to perform job duties; (5) leave for a qualifying servicemember or military caregiver as provided herein; or (6) a qualifying exigency as defined by the applicable law.

**9.13.3 HEALTH COVERAGE.** The District shall maintain the bargaining unit employee's coverage under any applicable health plan for the duration of the leave, except that if more than three (3) months of leave is taken in any twelve (12) month period, (or 26 weeks in the case of servicemember Family Leave as provided in paragraph 9.13.7 below), the bargaining unit employee is responsible for that additional cost and shall reimburse the District directly.

**9.13.4 OTHER LEAVE CATEGORIES.** The bargaining unit employee must substitute any applicable maternity leave, personal necessity leave, vacation leave, personal leave, medical or sick leave, industrial accident and illness leave, or extended illness leave, prior to using the benefits under this section. Such leave days shall run concurrently with and be counted against Family Care Leave and/or Service Member Family Leave.

**9.13.5 COMPLETION OF LEAVE.** Following leave, the bargaining unit employee will be restored to a similar position held at commencement of leave for which the bargaining unit employee is qualified.

**9.13.6 FAMILY ILLNESS LEAVE.** Pursuant to Labor Code Section 233, an employee may use up to one-half his/her annual accrual of sick leave to tend to the illness of a parent, child, or spouse.

**9.13.7 SERVICE-MEMBER FAMILY LEAVE.**

- a. **ELIGIBILITY**. A bargaining unit member who is eligible under 9.13.1 and who is the spouse, son, daughter, parent, or next of kin of a covered service-member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. "Next of kin," used with respect to an individual, means the nearest blood relative of that individual. "Covered Service-member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- b. **COORDINATION WITH FMLA**. As an augmentation of FMLA, Servicemember Family Leave, during the single 12-month period described in this Service-member Leave section, an eligible unit member shall be entitled to no more than a combined total of 26 workweeks of leave under FMLA.

#### **9.14 PARENTAL - CHILD BONDING LEAVE**

Effective January 1, 2021, CFRA leave rights were extended to employees who care for grandparents, grandchildren, siblings, adult children, in addition to other family members with serious medical conditions previously covered under CFRA, including parents, children and spouses. The expansion of CFRA defines a "family member" broader than the federal Family and Medical Leave Act (FMLA). As such, in some circumstances CFRA leaves will not run concurrently with FMLA.

**9.14.1** Effective January 1, 2017, as provided by Education Code section 45196.1, full and part-time unit members shall be entitled to parental leave as set forth in this section.

**9.14.2** For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.

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

**9.14.4** A unit member who has completed one year of employment with the District, and who has exhausted all current and accumulated sick leave, but who continues to be absent due to child-bonding as defined under the California Family Rights Act (CFRA; Government Code section 12945.2), he/she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Such 50% pay shall be paid as set forth in Section 9.5.1 above but shall not count against the leave entitlement set forth in that Section.

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

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

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

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

**9.15** **MISUSE OF LEAVE.** Eligible leaves shall be afforded to classified bargaining unit employees only in accordance with the provisions of this article. Repeated and consistent abuse of leave shall be cause for a rating of unsatisfactory in an employee's evaluation under the provisions of Article 17 – Evaluations and/or may result in disciplinary action.

## **ARTICLE 10**

### **VACANCIES, TRANSFERS, PROMOTIONS AND RECLASSIFICATIONS**

**10.1 VACANCIES.** Vacancy is defined as a new or existing bargaining unit position, which the District determines to fill. Announcements of vacant positions in the classification services shall be to employees in the classified service.

**10.1.1 Posting Of Vacancy Announcement.** In the event of a vacancy and/or for the establishment of any eligibility list, the Office of Personnel Services shall electronically notify all classified employees by email, and all school sites and offices, which shall cause the posting of the announcement(s) of the job vacancy in places where bargaining unit members work. The announcement shall remain posted for no less than ten (10) consecutive working days. The District will not start or stop a transfer opportunity vacancy announcement during the two (2) weeks defined as winter break and the one (1) week defined as spring break, with the understanding that the District can start a recruitment process during either of those break periods, but the number of days the position will be flown will not count during that time. Employees on vacation who wish to be notified of vacancies shall notify the District, in writing, indicating the appropriate address to which a job vacancy announcement should be sent. The District shall send a copy of the posting to employees who have made the appropriate written request.

**10.1.2 Content of Vacancy Announcement.** The vacancy announcement shall include: job title, salary, daily working hours, shift starting and ending time (when practicable), work year, work site if applicable, example of duties, knowledge, skills and abilities for the job, minimum qualifications and final filing date. An exception to this requirement is when the District is performing large group hiring (four or more vacancies in the same classification), including but not limited to paraeducators, nutrition services assistants, and school site monitors.

**10.1.3 Eligibility.** An employee will not be eligible to initiate an employment process (promotion, transfer, demotion, etc.) until the successful completion of the initial probationary period.

**10.2 TRANSFERS.** Transfer is defined as a movement of bargaining unit employee(s) from one (1) position or work site to another within the same classification.

**10.2.1 Non-Disciplinary Transfer.** An employee may be transferred for the good of the service, from one (1) position to another in the same classification at the discretion of the Assistant Superintendent of Personnel Services, provided that the employee and the Association have received two weeks' notice of such action. Such non-disciplinary transfer shall not be taken as an adverse action in retaliation for the documented reporting to the District's administration of legal or policy violations, misappropriation or theft of District funds, unsafe working conditions, student safety concerns and/or conduct in violation of Article 2 – Nondiscrimination, nor shall a non-disciplinary transfer be taken for disciplinary reasons, unless pursuant to the Discipline Article of this Agreement. This provision shall not be interpreted as being a waiver of CSEA's right to negotiate the effects, if any, of a non-disciplinary transfer(s). Transfers may also be made where required by law. The District may determine to fill a position by reference to District-initiated non-disciplinary transfer(s) under this section before



posting for promotions or voluntary transfer requests.

**10.2.2 Voluntary Transfer.** An employee may be transferred at his/her request. For the purpose of a voluntary transfer, the vacancy announcement shall include: job title, site, daily working hours, shift starting and ending time, work site if applicable, salary range, and final filing date. An exception to this requirement is when the District is performing large group hiring (four or more vacancies in the same classification), including but not limited to paraeducators, nutrition services assistants, and school site monitors. Requests for transfer shall be accepted by the Personnel Service Office, based on the negotiated criteria in Article 10.3 below. In connection with initial staffing of new schools or work sites, the District will first seek qualified applicants through the voluntary transfer procedure of this agreement.

**10.2.3 Order of Transfer Opportunities.** After consideration of reemployments lists, the District shall first offer transfer opportunities to bargaining unit employees currently employed by the District as per the following procedure:

- a. All transfer candidates shall receive an interview. Supervisors seeking to fill a vacant position shall review the requests for voluntary transfers and applications for transfer for the vacant position and shall either schedule interviews in accordance with Article 10.3, Step 3 below, or recommend the transfer of the most senior classified bargaining unit member seeking a transfer to the vacant position.
- b. In the event that there are at least 5 transfer applicants, the District shall schedule an interview of transfer applicants prior to interviewing promotional and outside applicants. If there are 4 or fewer transfer applicants, the District may interview those candidates along with promotional/outside applicants in accordance with Article 10.3 below.
- c. Upon request from the applicant, the District shall provide a written explanation for its decision to reject the transfer.
- d. Nothing herein shall be interpreted or applied to prohibit the District from filling vacancies and/or new job positions by recruitment through the promotional and hiring procedure provided for in Article 10.3 below, including the hiring of candidates outside the District.

---

CSEA and the District agree to two-year Pilot Program from July 1, 2022 through June 30, 2024 for the following changes to Article 10.3 and Article 10.4 only. This Pilot Program will automatically sunset at midnight on June 30, 2024 unless negotiated otherwise.

### **CRITERIA FOR HIRING AND PROMOTION PROCEDURES.**

**10.3.1** Criteria for the Establishment of the Eligibility List. The following criteria for hiring and promotion shall be used to determine placement on an eligibility list and advancement to an interview for any vacancy:

Step 1: A basic skills test for the position will be given to all qualified promotional and outside candidates.

Step 2: The following factors shall be applied to those who have passed the basic skills test to determine eligibility for an interview:

- A. Written examinations: Graded on a scale of 0 to 100 points for a total of 70%. Decimal scores shall not be rounded.
- B. Applicant's training and education: 0 to 5 points for a total of 5% as follows:
  - a. High School Diploma or equivalent: 1 point
  - b. 48 Units, AA/AS or Technical Training: 2 points
  - c. BA/BS: 4 points
  - d. Post-Graduate Work: 5 points
- C. Applicant's relevant work experience: 0 to 5 points for a total of 5% as follows:
  - a. 6 months to 2 years: 1 point
  - b. 2 + Years: 2 points
  - c. 4 + Years: 3 points
  - d. 6 + Years: 4 points
  - e. 8 + Years: 5 points
- D. Length of service with the District; 0 to 10 points for a total of 10% as follows:
  - f. 6 months to 2 years: 2 points
  - g. 2 + Years: 4 points
  - h. 4 + Years: 6 points
  - i. 6 + Years: 8 points
  - j. 8 + Years: 10 points
- E. No disciplinary record for the preceding two years: 2.5 points for a total of 2.5%; and no overall unsatisfactory or needs improvement in the two most recent evaluations: 2.5 points for a total of 2.5%, for a combined total of 5%.
- F. Verified honorable discharge from the Armed Services; 5 points for a total of 5%.

**Step 3:** Scheduling of Interviews/Selection of Candidates. The District shall interview and select a successful candidate from a pool comprised of the following:

1 to 3 Open Positions: Transfer applicants (if applicable) plus top 5 Ranks on the eligibility list.

4 to 5 Open Positions: Transfer applicants (if applicable) plus Top 10 Ranks on the eligibility list.

Greater than 6 Open Positions: Transfer applicants (if applicable) plus Top 15 Ranks on the eligibility list.

**10.3.2 Classified Bargaining Unit Member on Classified Interview Panels.** For the purposes of openness and transparency, the District shall appoint to each classified hiring panel one Classified bargaining unit member with subject matter expertise to serve upon each classified hiring panel tasked with interviewing for a vacant bargaining unit position(s), provided the District appointee is not an applicant for the vacancy or vacancies. For example, if the job opening is for a custodial position, the appointed classified hiring panel member must have relevant experience as a Custodian. The subject matter expert need not be from the same site as the vacancy. If a subject matter expert cannot be secured for an interview panel, the Assistant Superintendent, or an Administrator in the Personnel Services Department, after a good-faith effort to find a subject matter expert for an interview panel, may appoint a classified employee from the site/department where the vacancy occurred. The District shall notify the CSEA Chapter President, via email, the name of the classified bargaining unit member appointed.

- 10.3.3 Interview Scoring.** Hiring panel members shall score interviewees using a forced ranking system, which shall be applied to all interviewees.
- 10.3.4 Conflict of Interest Among Interview Panel Members.** Members of a classified hiring panel shall be subject to the conflict of interest provisions found in Board Policy 4212.8. Any member, whether appointed by the District or CSEA, that has a direct conflict of interest shall excuse themselves from any interview panel in which they have a direct conflict of interest as defined in BP 4212.8.
- 10.3.5 Right to Test.** All classified bargaining unit members have the right to test for any promotional vacancy for which they meet the minimum qualifications as per the job description.
- 10.3.6** The eligibility list will be made available to all bargaining unit members who have applied for the vacancy upon request to the Office of Personnel Services.
- 10.4 LENGTH OF SERVICE FOR TRANSFERS AND BREAK IN SERVICE.**  
If two or more of the leading candidates are current employees seeking a voluntary transfer or are on any eligibility list, and the District in its sole judgment and discretion determines their qualifications are equal, then, in that event, the District will select the candidate with the greater length of service with the District. For purposes of this clause, "length of service" shall date from the date upon which the employee first commenced his/her most current unbroken service to the District. For purposes of this clause, a break in service shall occur when an employee is terminated, resigns, or is laid off for more than thirty-nine (39) consecutive months.
- 10.5 PROMOTIONAL PLACEMENT ON SALARY SCHEDULE.** Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new classification to insure not less than a five (5) percent increase in salary as a result of that promotion, except that the employee may be placed at the last step of the appropriate range if that is the maximum allowable for that classification.
- 10.6 PROBATIONARY PERIODS.**
- 10.6.1 Initial Probationary Period.** Employees initially hired into the classified bargaining unit shall serve an initial probationary period of six (6) months or 130 days, whichever is longer. If an employee on an initial probationary period is absent due to an extended illness or injury (more than ten working days during the initial probationary period) the employee's probationary period shall be extended by the number of days an employee is absent due to an extended illness or leave, provided however that in no case an employee's probationary period extends beyond twelve calendar months from the date of hire into the classification.
- 10.6.2 Promotional Probationary Period.** A permanent employee who is promoted to a classification in which he/she has not previously completed a probationary period, shall be considered probationary in that classification for a period of six (6) months. At any time during the probationary period, he/she may be returned (demoted) to his/her former-classification without right of appeal.
- 10.7 CLASSIFICATION AND RECLASSIFICATION REVIEW COMMITTEE.** In order to assure an efficient, fair and equitable Classification and Reclassification System, a standing advisory committee is hereby established to make recommendations to both the District and

CSEA's negotiating teams regarding the following topics:

- A. Proper title, job family, and salary for authorized new classifications.
- B. Requests for reclassification by unit members and/or their supervisors.
- C. The review and maintenance of the District's classification system as a whole.

It is the intent of the Committee structure to compliment the collective bargaining process and it is recognized that participation in this process is not a waiver of negotiation rights on any subjects within the scope of representation arising as a result of the Committee deliberations, unless the Committee arrives upon a unanimous recommendation as provided by Section 10.7.4, subdivision (i) below in which case the Parties' obligations to meet and negotiate shall be satisfied.

**10.7.1 Composition of the Classification and Reclassification Review Committee.** The Classification Review Committee is composed of at least the following equal numbers of representatives from both the District and CSEA:

- a. Two representatives from CSEA, appointed by the Chapter President.
- b. Two representatives from the District at large (classified and/or certificated) appointed by the Assistant Superintendent of Personnel Services.

**10.7.2 Direct Conflict of Interest of Committee Member.** Any member with a "direct" conflict shall excuse him/herself from the Committee during which time the deliberations and voting on the matter in which he/she has a direct conflict is occurring. The meaning of "direct conflict" is defined as follows:

- a. Any Committee member who occupies the same classification of the employee(s) being reviewed.
- c. Any Committee member who has the responsibility of immediate supervision of the employee(s) scheduled for review.
- d. Any Committee member who is the second level of the supervision of the position in review.
- d. Any Committee member whose own personal request is being reviewed by the Committee.

An alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal.

**10.7.3 Meeting Schedule and Timelines.** The Committee shall review reclassification requests received from employees annually as follows:

- a. All completed forms must be received by the Office of Personnel Services on or before November 30<sup>th</sup> to be considered for review within the same school year.
- b. The Committee will not consider requests submitted and examined the previous year unless significant changes in job duties can justify such a review. An increase in the volume of work is not a valid reason.

- c. Classifications must be established for a period of at least one year before reclassification can be considered.

**10.7.4 Procedures.**

- a. A reclassification request may be initiated by the employee or his/her supervisor.
- b. All requests for reclassification must be submitted on the "Classification Questionnaire" forms and any supporting materials submitted to the Office of Personnel Services by the deadline for action. Forms are available from the Office of Personnel Services.
- c. If the employee initiates the request, the Committee shall provide a copy of the completed form to the immediate supervisor for review. The supervisor may submit comments to the reclassification committee regarding an employee's submission for reclassification.
- d. Committee members are responsible for reviewing the classification questionnaire and any supporting materials submitted by the employee or immediate supervisor prior to the scheduled interviews, if any, as provided in subdivision (F) below. A written statement from the next level administrator may also be reviewed. Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.
- e. The Committee may, upon a majority vote, elect to conduct field interviews to validate workflow processes and to observe the utilization of equipment, tools, and other instruments required to perform the duties of the position. Salary studies using comparable school districts may be conducted.
- f. The Committee may choose to interview, as needed, the employee(s), management, or supervisor(s) in order to gather information and clarify any ambiguities.
- g. Following the completion of the review of all requests for reclassification, Committee members shall participate in discussions as a group pertaining to the merit of the request based on the guidelines for reclassification. Committee members shall review and make each recommendation on each issue in front of the Committee. An attempt to reach consensus shall be made.
- h. Committee members shall vote on a recommendation following the interview and in consideration of all the information present.
- i. If the Committee reaches a unanimous decision in its recommendation, the Committee will render its decision to the Office of Personnel Services and the CSEA Chapter President no later than May 1<sup>st</sup>. The Committee's unanimous recommendations shall be considered negotiated for EERA-purposes, and shall not be forwarded to the District's nor CSEA's negotiating teams.
- j. If the Committee is not unanimous in the recommendation, only that issue(s) which has not been agreed upon unanimously by the Committee will be forwarded to CSEA and the District's negotiating teams, provided however, that the issue(s) is within the scope of representation (e.g. a change in an existing job description).

**10.8 GUIDELINES FOR RECLASSIFICATION.** Placement of a position on the salary schedule may be determined by the degree of the following factors:

- A. Required skills, knowledge and abilities;
- B. Required experience and education;
- C. Scope of responsibility;
- D. Accountability;
- E. Complexity
- F. Working conditions (e.g., indoor/outdoor, safety, etc.)
- G. Supervision given or received.

**10.8.1 Warranted Reclassifications.** Upon review of the factors above, the Committee may determine that based on the totality of the circumstances, the reclassification of a position may be warranted:

- a. If there is a significant proposed change in the types of duties and/or the level of the responsibility of one or more job areas;
- b. If there has been a gradual accretion of duties in a job classification (and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities);
- c. If it is determined that the position was originally under-classified (including job duties and salary in comparison with the overall classification plan in the District).
- d. If the job description does not accurately reflect the current duties of the position.

**10.8.2 Salary Placement Due to Reclassification.** In no event shall upward reclassification result in a loss of pay for a classified employee, and in no event shall the reclassification change the employee's anniversary date for the purposes of earning salary step increases. Unless agreed upon differently by the Committee, the reclassification accomplished by the Reclassification Committee shall become effective July 1<sup>st</sup> and the employee shall maintain his or her salary step.

**10.8.3 Voluntary Demotion Due to Reclassification.** Bargaining unit members who accept voluntary demotion or are reclassified downward and other employees who accept voluntary demotion as an incumbent of a position that has been reclassified downward into a bargaining unit position or classification shall be placed on the corresponding step of the appropriate range as the step they previously had occupied in the higher range.

**10.9 INCREASES IN ASSIGNED TIME, SHORT-TERM AND SUBSTITUTE ASSIGNMENTS.**

**10.9.1** Increase in Assigned Time of More Than Twenty (20) Days: If a less than full time employee is required to work in excess of the normally assigned time for 30 minutes or longer for 20 consecutive work days, the assigned time of the position will be changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

**10.9.2** Short-Term Employment: A "short-term employee" is any person who is employed to perform a service for the district, upon completion of which, the service required or

similar services will not be extended or needed on a continuing basis not to exceed 75 percent of a school year.

**10.9.3 Substitute Employee:** A substitute employee means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the District may fill the vacancy through the employment, for not more than ninety (90) calendar days, of one or more substitute employees.

**10.9.4** No employee shall serve in a short-term, interim or substitute capacity in a vacant position unless the District has posted a job vacancy notice for the position as per Article 10.1.1 above within ten (10) working days of the vacancy occurring.

## **10.10 SUMMER WORK ASSIGNMENTS.**

**10.10.1 SUMMER SCHOOL (ALL POSITIONS EXCLUDING BUS DRIVER).** For less than 12 month employees interested in summer school work at the high school level, assignments shall be first made on the basis of seniority by (1) seniority within the required classification; or (2) seniority to the job family.

For summer school and overtime assignments related to security agents, assignments see Article 13.4 – Security Department Assignment Procedures.

Assignments noted in 10.10.1 above shall be considered as a temporary extended work year. Assigned individuals will be placed in the extended assignment at the number of hours required by the summer school program.

If no qualified individual at the particular site/department accepts the assignment, the District shall offer the position(s): (1) on a basis of classification seniority; or, (2) on the basis of District seniority in like or similar classifications within a job family; or, (3) on the basis of District seniority to interested employees who have the qualifications such as skills, experience and, if applicable, appropriate licenses or certifications.

If an individual's regular year assignment overlaps the beginning of a summer school assignment, the District may complete the regular year assignment by (1) requiring the employee to work additional hours provided the combined regular year and summer school assignment does not exceed eight (8) hours in any one work day; or, (2) requiring the employee to complete the assignment either at the end of summer school or prior to the opening of school in the Fall; or (3) hiring a substitute.

**10.10.2 SUMMER WORK.** With the exception of 10.10.3.1 below, for less than 12 month employees, summer work assignments shall be made in the following order: (1) on the basis of classification seniority; and, (2) those employees who have completed a probationary period in the affected classifications in District seniority order; (3) those employees who are qualified by virtue of skills, experience, and, if applicable, appropriate licenses or certifications in District seniority order, and (4) be on the eligibility list for the classification to be assigned.

**10.10.2.1** Subject to the review and approval of the Assistant Superintendent, Personnel Services, when District or site administration need to extend the work year of a less than twelve (12) month employee in the Office Support Services job family on a temporary basis in order to accomplish

assigned work outside the regular academic year, the assignment shall be made on the following basis:

- a. First offered to the site incumbent;
- b. If the offer is declined by the site incumbent, the second offer will be to the site employees within the same job family based upon seniority within the classification;
- c. If the offer is declined by site employees within the same job family based upon seniority, the third offer will be based upon the basis of district seniority within the classification.

**10.10.2.2** Availability of Summer Work assignments for bargaining unit employees in the Office Support Services job family shall generally begin on or after July 1, and may be extended through the period beginning ten (10) working days prior to the start of school in the Fall.

**10.10.2.3** To enhance the availability of summer work assignments, the District agrees to provide a series of trainings for bargaining unit employees to acquire the skills and abilities for out-of-class assignments; one is qualified if he/she has successfully completed the applicable training.

Employees who complete a summer school assignment will be eligible for summer work upon completion of the summer school assignment.

**10.10.2.4** If an employee is not adequately trained or does not possess the requisite qualifications to perform the summer work assignment, or is not adequately performing the duties of his/her summer work assignment, the employee may be summarily removed from summer work assignment. In the event an employee is removed from his/her summer work assignment, the employee shall be placed back on the summer work rotation list in the employee's seniority order. However, the employee will not be eligible to work within the prior classification from which they were removed for the remainder of the summer recess.

**10.10.3** **EXTENDED SCHOOL YEAR PARAEDUCATORS.** In order to fulfill the obligations of an extended school year program and so that students with identified disabilities do not lose any progress that they have made throughout the school year, Para-Educators who work with special needs students scheduled for an extended school year shall be the ones assigned to an extended school year. This agreed upon priority applies to Signers, 1:1 Paraeducators, as well as those Para-educators working in emotionally disturbed programs. Assignments not filled on this basis will be made on the basis of seniority, including substitute assignments, per applicable contract language in section 10.10.1 above. In the event that a 1:1 Paraeducator's student withdraws early from an extended school year program, the Paraeducator shall go back into seniority rotation for further summer school assignments as per applicable contract language in section 10.10.1 above.

**10.10.4** **MISCELLANEOUS.** All employees wishing to be considered for summer work and possibly unassigned summer school positions must complete an electronic enrolling application and completing required online summer work training. All completed enrolling applications will be sequenced in seniority order. An employee not timely



completing and submitting the enrolling application shall not be eligible for a summer assignment.

An employee who does not complete his or her summer school work/summer assignment will be removed from consideration for any remaining assignments that summer. An employee accepting a summer assignment is warranting that he or she possesses the requisite qualifications; if such proves untrue, he or she may be summarily removed from work that summer.

## ARTICLE 11

### GRIEVANCE/ARBITRATION PROCEDURE

#### 11.1 DEFINITIONS.

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

**11.1.2 HE/SHE/THEY.** The phrase 'he/she/they' includes a unit member or members upon whose behalf the Association, Association president or designee files such a grievance.

**11.1.3 DAY.** A day upon which unit members are regularly scheduled to work.

**11.1.4 IMMEDIATE SUPERVISOR.** The lowest level supervisor or management employee having immediate jurisdiction over the grievant.

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

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

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

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

#### 11.3 GRIEVANCE LEVELS.

**11.3.1 INFORMAL LEVEL.** Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through informal conference with the grievant's immediate supervisor. Such conference should take place no later than twenty (20) days following the act or omission giving rise to the grievance; or, no later than (20) days following the date upon which the grievant reasonably should have known of the act or omission.

- 11.3.2 LEVEL I.** No later than ten (10) days following the informal Level conference, the grievant must present the grievance in writing on an appropriate form to the immediate supervisor.

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

The immediate supervisor shall communicate a written decision to the employee within ten (10) days after receiving the grievance.

Within the above time limits, either party may request a personal conference with the other party.

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

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

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

The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.

At the outset of this process, the mediator shall schedule and hold an Informal conference at which time the parties to the grievance shall submit to the mediator a clear, concise written statement of the reasons for his/her appeal to the mediation process.

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

The District and the Association have agreed that this level may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to Level IV.

- 11.3.5 LEVEL IV.** If the grievant is not satisfied with the disposition of the grievance at level III, the grievant may, within ten (10) days after the mediation conference closes, request in writing to the Association that CSEA submit the grievance to binding arbitration. A copy of such request shall be simultaneously served upon the

Superintendent. Within thirty (30) calendar days after receipt of such request to the Association from the grievant (if not CSEA) the Association, by written notice to the Superintendent, may elect to submit the grievance to binding arbitration.

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

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

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

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

#### **11.4 REPRESENTATION.**

**11.4.1 GRIEVANT REPRESENTATION.** A unit member may be represented at all levels of the grievance procedure by himself/herself or, at his/her option, by a representative provided by the Association.

If a unit member is not represented by the Association or its representative, the District shall not agree to a resolution of the grievance without first providing the Association with a copy of the grievance, the proposed resolution, and an opportunity to respond.

**11.4.2 REPRESENTATIVE CONDITIONS.** The Association will exclusively receive time off from duties for the processing of grievances herein for unit members who are designated as Association representatives, subject to the following conditions:

1. By no later than thirty (30) days following the signing of this Agreement, the Association shall designate in writing to the Superintendent the names of seven (7) unit members who are to receive the time off; changes shall be given to the Superintendent in writing as they occur. In addition to the seven (7) names, the Association may, on an annual basis, provide the district with two (2) additional names for "trainees" subject to the following conditions: (a) the trainees shall not be current listed job stewards, (b) the trainees may attend meetings hereunder only as observers accompanying a listed job steward and

(c) the appropriate listed job steward will notify the management representative in advance that he or she is planning to bring a trainee.

2. Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary.
3. That time off shall be limited solely to one (1) designee representing a Grievant, and the grievant, in a conference with a management person; one (1) job steward trainee (upon request) may also attend the conference provided, however, that the trainee and the designee are not from the same school site or department; and
4. Under no circumstances shall this time off include use of time for matters such as Investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.

## **ARTICLE 12**

### **TRANSPORTATION**

**12.1 BIDDING.** The following principles shall apply to bus driver assignments:

**12.1.1** The District shall determine which routes will be bid before the start of school. Bidding shall be in order of seniority in accordance with Section 12.5.5 (Determination of Seniority). Generally, all routes will be available for bid, except those which have particular driver qualification requirements as per section 12.2 below.

**12.1.1.1 Minimum Thirty Hour Weekly Base For Bus Drivers.** Effective July 1, 2016 regular school-year routes, with or without mid-day or activities driving, shall be “built” by the District to guarantee a minimum 30 hour weekly “base” routes (approximately six hours per day on average) for all bargaining unit bus drivers. The District has the right to assign additional work in the transportation department (i.e. such as bus washing, seat repair, refueling, office and clerical work and other related duties as assigned) on a regular basis in order to ensure that the District can fulfill the 30 hour per week minimum base hours under this section.

**12.1.2** Drivers will be notified in writing of the dates routes are posted for review; normally such dates will be the Monday, Tuesday, and Wednesday of the week prior to the start of the school year. Drivers will also be notified of their individual scheduled bidding time which will normally be Thursday and/or Friday of the week prior to the start of the school year, and will be provided an electronic copy of the Bus Driver seniority list. The District shall post all available routes online for viewing and bidding by Drivers online. Drivers will be scheduled to bid on the basis of seniority with the most senior driver bidding first. Each driver will be allowed five (5) minutes to bid on the available routes, which shall be immediately updated to reflect the prior driver’s choice of route. Bidding time is unpaid. If the driver misses a bid time or takes more than the allowed time, the driver forfeits his/her bid and will given another five minutes to choose from any remaining routes upon completion of bidding based on seniority compared to any other forfeited drivers.

**12.1.3** Switching of routes between drivers after bidding will not be permitted.

**12.1.4** Drivers on medical leaves of absence at the time of bidding prior to the start of the school year who wish to bid on a route will provide a medical note to their supervisor which shall state the anticipated date of return. Drivers who submit a doctor’s note clearing them to return to driving before October 15<sup>th</sup> will be permitted to bid.

**12.1.5** In the event a driver goes on an authorized, long-term leave of absence after initially bidding on a route at the beginning of the school year, the driver’s route may be bid upon by seniority as per the bidding process contemplated in section 12.1.2 above. “Long-term leave” shall mean a leave of absence of more than sixty (60) consecutive calendar days.

**12.1.6** Unit members who return to driving from an authorized, long-term leave, including a medical leave of absence, after October 15<sup>th</sup> shall be assigned work within their classification, such as, but not limited to cover driving, for the remainder of the year

at the same number of hours and level of benefits as the prior school year before his/her medical leave of absence began.

- 12.1.7 Route Rebidding Process.** No later than the sixtieth (60) instructional day of the school year, all routes, regardless of whether they have been changed, modified or reassembled during the weeks leading up to the rebidding process contemplated herein, shall be available to be bid upon by drivers based on seniority. All drivers will be able to rebid on routes they are qualified to drive (as per Article 12.1.1 and 12.2.2). Drivers will be notified in writing no less than 72 hours in advance of the date rebidding routes are posted for review. In addition, drivers will also be notified of their individual scheduled bidding time 72 hours prior to the start of the rebidding process. The District shall post all available routes online for viewing and bidding by Drivers online. Each driver will be allowed five (5) minutes to bid on the available routes, which shall be immediately updated to reflect the prior driver's choice of route. Bidding time is unpaid. If the driver misses a bid time or takes more than the allowed time, the driver forfeits his/her bid and will be given another five minutes to choose from any remaining routes upon completion of bidding based on seniority compared to any other forfeited drivers. If a route is vacated, that route also will continue down the seniority list until completion of bidding by all eligible drivers. Rebidding shall take place by seniority. Subject to the minimum base hour requirements specified in Article 12.1.1.1 above, the rebidding process may result in an increase or decrease in work hours depending upon seniority, the routes available, and the route each driver may choose. After the rebidding process is completed, all drivers with (8) hours routes shall be "locked in" to their routes for the remainder of the school year unless there is a need to rebid new or vacant routes as per Articles 12.1.9 below.
- 12.1.8** After the rebidding process, the District still reserves the right to add runs, delete runs, modify stops on existing schedules and add or delete routes, subject to the need to rebid new or vacant routes as per Article 12.1.9 below. This shall not be construed as a waiver of CSEA's right to negotiate those matters within the scope of representation under EERA, including the right to negotiate the effects of a layoff, or the decision and effects of a reduction in hours.
- 12.1.9** Notwithstanding any bidding or re-bidding process specified above, any route(s) that becomes available during a school year due to a driver's departure from the Transportation Department (e.g. due to retirement, medical separation, promotion, resignation or dismissal), the District shall notify all Drivers by email. Drivers then shall have the opportunity respond within two (2) business days to the email, expressing interest in the vacated route. The most senior Driver who has responded in writing by email stating interest in the vacated route shall be offered the vacated route. Once a driver accepts the recently vacated route, the driver's original route shall be then offered by email to all drivers by the same method. This process shall be repeated and continued until each route that becomes vacant is reassigned. A Driver can submit a request to NOT be considered in any subsequent bidding process of routes of less working hours than his or her current route that may become available during the school year due to a driver's departure from the Transportation Department.
- 12.1.10 SUMMER SCHOOL (BUS DRIVERS).** Summer school assignments shall be considered as a temporary extended work year. Assigned individuals will be placed in the extended assignment at the number of hours required by the summer school program. Drivers will be notified in writing no less than 72 hours in advance of the date summer school routes are posted for review. In addition, drivers will also be notified of their individual scheduled bidding time 72 hours prior to the start of the

rebidding process. The District shall post all available summer school routes online for viewing and bidding by Drivers online. Each driver will be allowed five (5) minutes to bid on the available routes, which shall be immediately updated to reflect the prior driver's choice of route. Bidding time is unpaid. If the driver misses a bid time or takes more than the allowed time, the driver forfeits his/her bid and bidding will continue down the seniority list until completion of bidding by all eligible drivers. If a route is vacated, that route also will continue down the seniority list until completion of bidding by all eligible drivers. If, after the completion of summer school route bidding by all drivers on the seniority list, routes still remain, the District shall begin at the top of seniority list of drivers that applied for summer school routes.

For bus drivers with a regular summer school assignment, the District will guarantee each such driver a minimum of five (5) hours per day for four (4) days a week; if the driver's route does not fill up the five (5) hours, the District reserves the right to assign additional driving or driver-related work for the balance of the five (5) hours.

**12.2 FIELD TRIP/COVER DRIVERS.** Employees serving in designated "Field Trip/Cover Driver" positions shall remain classified as bus drivers in the classified bargaining unit, and shall be subject to the terms and conditions below:

- 12.2.1.** Field Trip/Cover Drivers shall serve primarily as bus drivers for District field trips, but shall also be available and given priority to cover routes for regular bus drivers who are absent for reasons including, but not limited to, illness, on-the-job injury, administrative leave, and other leaves. Field Trip/Cover Drivers shall also perform other duties as assigned which are reasonably contemplated within the bus driver classification including but not limited to bus maintenance (i.e., repairing seats and windows; cleaning bus interior and exterior, etc.).
- 12.2.2.** The Field Trip/Cover Driver positions shall be included in the initial route bidding process with all other routes and shall be assigned in accordance with Article 12.1 of this agreement. Drivers who seek to bid upon any Field Trip/Cover Driver position must have completed two years of service as a bus driver in the District, including two years of services on the "in-town" board, and must have completed Mountain Training. It is understood that those bidding on "Field Trip/Cover Driver" positions shall be assigned in a fair and equitable manner a minimum, but not limited to, thirty (30) hours per week, on an "as needed" basis each week, Monday through Friday.
- 12.2.3.** A Field Trip/Cover Driver shall not decline a cover route during the regular work week (Monday Through Friday), nor shall he/she decline a field trip (as per Article 12.4.5 "Trip Assignment" below) during the regular work week unless by accepting a trip, the Field Trip/Cover Driver will run into overtime.
- 12.2.4.** Field Trips that exceed 6.25 hours of driving time (i.e. departure to return time, not including pre-trip or bus cleaning time), shall not be assigned to a Field Trip/Cover Driver, but instead shall be placed on the out-of-town or in-town board and offered by seniority rotation for all bus drivers in accordance with Article 12.4.5 "Trip Assignment" of this Agreement.
- 12.2.5.** No other bus driver shall drive field trips or cover routes due to the absence of a regular bus driver when a driver serving in a Field Trip/Cover Driver position is available, unless the field trip exceeds 6.25 hours of driving time (i.e. departure to return time, not including pre-trip or bus cleaning time).



**12.2.6.** All Weekend and Holiday Field Trips shall be offered to all bus drivers, including Field Trip/Cover Drivers, in accordance with Article 12.4.5 "Trip Assignment" of the Parties' Agreement; in the event no bargaining unit bus driver is available, the District may assign such trips to substitutes.

**12.3 USE OF CHARTER BUSES.** The District shall prioritize use of District drivers and District vehicles in preference to charter buses. The following specific types of trips will be excluded as part of the District's obligation to utilize district drivers and district equipment for student field trips:

1. Trips funded and originating from District charter schools;
2. End of Year 8<sup>th</sup> Grade and 12<sup>th</sup> Grade Trips Such as Grad Nite;
3. CIF Championship sports events held outside the Coachella Valley; and
4. Special Trips where students and/or parents have raised funds to be used for charter bus transportation, where there is no contribution by the District towards a charter bus.
5. AVID college visit trips.
6. In the event no bus driver accepts a specific out-of-town field trip, the District shall then offer the trip to qualified drivers by seniority on the in-town trip board (even though the trip may be an out-of-town trip). If a District driver still cannot be found for the specific trip, the District may charter out the trip and shall not be required to make whole any driver as per the paragraph below. This section shall only apply when the District's scheduling process for a field trip has been followed correctly; no-notice trips shall not be applicable or eligible under this section.

In the event a charter bus is used by the District outside of the specific trips stated above, including for reasons of convenience or by mistake, the District will make whole, at the appropriate rate, that driver who was eligible and available to drive (as per seniority rotation on the field trip list) for lost hours due to the District's use of the charter bus.

**12.4 USE OF WHITE VAN FLEET.**

**12.4.1** White vans shall be dispatched from the high school campus under the supervision of the site administration or designee utilizing a standardized trip form. An electronic copy of the trip form shall be provided to the District's Transportation Department dispatchers. To further ensure transparency, these forms shall be provided to CSEA upon request. The District shall track the use of white vans and the employees driving the white vans utilizing the District's current tracking system, TransTrak or equivalent program.

**12.4.2** White vans may be utilized in the event transportation is needed for a student group of 14 students or less, or up to two vans. In the event where no driver accepts the trip or where the Transportation Department does not have either the equipment or personnel to fulfill the request, the site can then choose to utilize more than two vans, provided however, that the request was made to the Transportation Department at least five (5) working days' notice prior to the date of the trip.

**12.4.3** In the event a white van used by the District outside of the specific requirements stated above, including for reasons of convenience or by mistake, the District will make whole, at the appropriate rate, that driver who was eligible and available to drive

(as per seniority rotation on the field trip list) for lost hours due to the District's use of a white van(s) beyond that provided for above.

- 12.4.4** Bargaining unit Mechanics, et. al., shall maintain white vans for all non-warranty work, and keep all maintenance records for the white van fleet, and conduct safety inspections, and where necessary and appropriate, coordinate CHP inspections and the like.
- 12.4.5** The utilization of white vans for the workability and/or life skills programs in the Special Education Department shall be permitted to use more than two vans when required to transport students related only to these programs. Sites providing transportation for these programs shall still follow guidelines provided for above in Article 12.4.1.
- 12.5 TRIP ASSIGNMENTS.** Drivers may volunteer to be considered for either local or out of District trips subject to the following provisions. (Drivers cannot simultaneously be on the local trip and on the out of district trip rotation boards.)
- 12.5.1 DEFINITION OF LOCAL TRIP.** A local trip is one covering the geographical limit of the Desert Sands Unified School District, Palm Springs Unified School District, Coachella Valley Unified School District, and all destinations within a 50 road-mile radius.
- 12.5.2 DEFINITION OF OUT OF DISTRICT TRIP.** An out of district trip is one requested to any area outside the definition of a local trip, but within the boundaries of the State of California. School affiliated trips outside the Coachella Valley area or trips that require transporting of large equipment may also be considered out of district trips (for determination of appropriate vehicles to be utilized).
- 12.5.3 DEFINITION OF A "NO NOTICE TRIP."** A "no notice" trip is one that is being assigned less than 48 hours of the scheduled trip. A "no notice" trip may be assigned to either the local trip and/or out-of-town trip board based on the trip's destination and immediate driver availability. A "No Notice" List shall be kept of those drivers who have received "no notice" trips, and posted for drivers to view.
- 12.5.4 ELIGIBILITY FOR LOCAL TRIP.** Drivers must volunteer for local trips by submitting a request in writing during the bidding period or as approved by the administration. A driver who requests to be removed from eligibility for local trips shall do so for the remainder of the current school year unless the driver submits a written request that provides justification/substantiation for reassignment to the local trip rotation.
- A driver must have maintained a School Bus Certificate/Endorsement and passed an initial probationary period of six (6) months as a bus driver in order to become eligible for inclusion on the local trip rotation.
- 12.5.5 ELIGIBILITY FOR OUT OF DISTRICT TRIP.** Drivers who seek to volunteer for out of district trips must have completed two years of service as a bus driver in the District, including two years of service on the "in-town" board and must have completed Mountain Training. Drivers who seek to volunteer for out of district trips shall submit a request in writing during the bidding period or as approved by the administration. An employee who requests to be removed from eligibility for out of district trips will do so for the remainder of the current school year unless the employee submits a written

request that provides justification/substantiation for reassignment to the out of district trip rotation.

**12.5.6 TRIP ASSIGNMENTS.** Unless assigned to a Field Trip/Cover Driver as per Article 12.2 above, drivers shall be assigned to a trip by order of seniority, with assignments scheduled in rotating order. The next available unassigned trip shall be assigned and sequenced through the correct Local or Out of District trip rotation board as defined above in Articles 12.5.1 and 12.5.2.

In any circumstance where a trip is declined by all eligible drivers on that rotation trip board, the trip shall then be offered to a qualified driver on any rotation board and offered as a "no notice" trip assignment as per Article 12.5.3 above.

The District will notify the eligible driver at least 48-hours prior to a scheduled trip. The driver will be required to know his/her status on the trip rotation and make himself/herself available at the Department of Transportation for acceptance/declination of a trip assignment. All drivers will be required to give a reply to the District within a 24-hour time period (workday), whether the driver accepts or declines the trip. A driver who accepts or declines a trip shall be placed at the bottom of the rotational list, maintaining seniority order. After the driver declines three (3) consecutive assignments, he/she will be removed from the applicable trip list for the remainder of the school year. Trips offered and then declined during an approved vacation day or during a recognized district school holiday (e.g. Thanksgiving, Winter and Spring Break) shall not be counted against the driver as a consecutive declined assignment. Furthermore, if a driver has already denied a trip issued for a specific date and then receives another trip assignment for that same date, it shall not be counted as more than one declined trip.

Compensation for minimum show-up time for any trip shall be not less than two (2) hours paid at the overtime rate, if not provided a 24 hour cancellation notice.

On non-regularly scheduled work days, a driver shall be compensated at no less than four (4) hours at the overtime rate of time and one-half (1.5) times the regular rate of pay for a trip canceled on the same day where the driver has begun the assignment, including pre-trip.

A driver notified of a trip with 24-hour notice or less may turn down the trip without going to the bottom of the list. The District will attempt to go through the rotational list, until conclusion of time restraints. The driver who accepts the trip with 24-hour notice or less shall retain his/her place on the list.

A driver whose trip is canceled shall be afforded the opportunity of the next unassigned trip.

A driver, including a Field Trip/Cover Driver who declines a field trip under this section, or who is unable to perform an accepted trip shall have his/her name placed at the bottom of the rotational list, maintaining seniority order.

Drivers who have received counsel documented in writing associated with a non-excused absence or tardy will forfeit two (2) rotations on the rotational list.

In those instances where it is felt by the Management of Transportation that unusual circumstances exist concerning a trip assignment, the District shall have the

prerogative to assign a qualified employee. Any skipped driver shall be treated as if his/her trip had been canceled. If training was a factor in the trip reassignment, the District will train the employee as soon as possible.

A driver who accepts a trip assignment will be expected to perform the trip assignment. All drivers shall conduct themselves in a highly professional manner at all times and be service-oriented. Drivers who fail in this regard and receive counsel documented in writing associated with such performance/behavior shall have their names removed from the trip rotation for the remainder of the school year.

**12.5.7 COMPENSATION.** With the exception of inclement weather, it is understood and agreed that when a driver reports to work and a trip has been canceled without notice (excluding regular work assignment), the driver shall receive compensation in accordance with contractual provisions relating to call back pay or minimum call in time.

Drivers, who are required to remain for the duration of the event required by the trip, shall be paid for such hours at the appropriate rate of pay; under such circumstances, the driver is required to remain in the immediate vicinity of the bus (excluding the use of restrooms).

Notwithstanding any other provisions of this agreement, when a driver is on a trip requiring an off duty status period, the driver will not be compensated for those hours in off duty status. The driver will be reimbursed for actual and necessary expenses pursuant to applicable District policy as related to the off duty status hours.

## **12.6 MISCELLANEOUS COMPENSATION.**

**12.6.1 WORK SCHEDULE.** A driver will not modify his/her work schedule and/or the assigned and designated routes for any reason, to include regular assignments and trip assignments, without prior authorization. Any extra runs permanently placed on a driver's route, even for one or two days per week, shall be calculated into each driver's regular weekly base assignment.

**12.6.2 VEHICLE INSPECTION.** Twenty-five (25) minutes shall be provided at the beginning of the drivers' shift for mandatory vehicle inspection. If a driver switches buses at any time during the day, another 25 minute inspection period shall be provided. A driver cannot reduce the amount of time devoted to the vehicle inspection in order to maintain his/her route schedule.

**12.6.3 VEHICLE CLEANING AND ROUTINE PAPERWORK.** Thirty (30) minutes shall be provided at the end of the shift and trip assignment for cleaning the bus and completing routine paperwork, e.g., washing windows, sweeping and cleaning the inside of the vehicle.

**12.6.4 STAFF MEETINGS.** Staff meetings will be held periodically in order to conduct in-service training, as well as to discuss training, safety, policy developments and other appropriate matters determined by the District. Drivers required to attend such meetings shall be paid therefore. Meetings for which attendance is voluntary will be unpaid.

**12.6.5 DETERMINATION OF SENIORITY.** The order of seniority shall be calculated on the basis of date of hire to the classification (plus seniority to all higher classifications). In

case of a tie, date of hire as a regular District employee shall be utilized. If there is still a tie, drawing by lot will be utilized.

- 12.6.6 BENEFITS FOR SIX (6) HOUR BUS DRIVERS.** Because of the frequent fluctuations in drivers' hours and schedules, the District agrees that for drivers regularly assigned to a route of six (6) hours or more effective December 1, 2005, the District contribution to premiums shall be the same as for a full time employee.
- 12.7 ADVISORY COMMITTEE.** The Advisory Committee shall consist of three (3) persons appointed by the Association and three (3) persons appointed by the District. An Advisory Committee chairperson will be appointed by CSEA, Desert Sands Chapter 106. The Committee shall meet on the employees' own time; the Committee may meet monthly during the school year and shall call such additional meetings open to all Transportation Department employees as it deems necessary. The primary purpose of the Committee is to act as a liaison between the Supervisor of Transportation and appropriate CSEA department representatives in order to monitor and review Transportation Department concerns. The Committee acts in an advisory capacity.
- 12.8 BEHIND-THE-WHEEL TRAINING.** The District shall compensate bus drivers for up to ten (10) hours of behind-the-wheel training for renewal of their School Bus Certificate/Endorsement. Only bus drivers who participate in actual behind-the-wheel training shall be eligible for compensation equaling the number of training hours actually completed.
- 12.9 OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991.** The District and the Association shall adhere to Federal law and all applicable federal regulations adopted in accordance with the Omnibus Transportation Employee Testing Act of 1991 as required by the Federal Highway Administration (FHWA), 49 Code of Federal Regulations (C.F.R.) Part 382, Department of Transportation (DOT) Procedures for Transportation Workplace Drug Testing Programs, 49 U.S.C. s. 2717 and 49 C.F.R. Part 40. The District and Association shall be governed by the principles enunciated in the Board of Education Policy Statement and accompanying training materials as such statements may be from time to time modified to conform to law and regulations.

A joint committee of three District representatives and three Association representatives shall convene to review the current laws and regulations concerning drug and alcohol testing under the Federal Omnibus Transportation Act. Any recommended changes shall be put in writing and submitted to the respective negotiating teams for review and, where appropriate, incorporation into the Agreement or into a Memorandum of Understanding.

The California School Employees' Association, Desert Sands Chapter 106 and Desert Sands Unified School District jointly support a drug and alcohol free environment.

- 12.9.1 POSITIVE TEST RESULTS.** An employee shall be deemed to have positive test results when:
1. The employee receives a positive test result.
  2. The employee refuses to submit to the test.
  3. The employee does not make themselves readily available for the test.

4. The employee does not attend the scheduled appointment for the test unless such failure to attend a scheduled appointment was not within the employee's reasonable control.
5. The employee fails to complete the test unless such failure was not within the employee's reasonable control. If the failure is for reasons within the employee's reasonable control, it shall be deemed to fall under Number (2) above.

An employee who receives a positive test result in accordance with Numbers (1), (2), (3), (4), and/or (5) above may be dismissed from the District. The employee shall be removed from his/her position immediately upon determination of the initial positive test result. The employee may utilize available accrued vacation or be placed on unpaid leave. If the employee requests testing of the split specimen and the split specimen results are negative, the employee will either be credited for the vacation utilized or reimbursed for the time on unpaid leave.

**12.9.2 TESTING COSTS.** The District shall pay the costs of required testing, except as provided below. If the employee requests testing of the split specimen:

1. The employee shall be responsible for paying for all required costs and fees associated with the processing and testing of the split specimen.
2. A test will be considered "negative" if the split specimen sample results are negative.
3. If, as outlined in 13.4.2. (2) above, the split sample test results are "negative," the employee will be reimbursed for the costs of testing the split specimen.

**12.9.3 ALCOHOL.** If the employee receives a positive test result greater than 0.02 but less than 0.04:

1. The employee shall be assigned non-safety sensitive duties, upon determination of the positive test result, until required testing is performed and the test results are below 0.02.
2. If the employee receives a positive test of 0.04 or greater, or is subject to removal from safety duties for testing between 0.02 and 0.04 for the second time, the employee may be dismissed from the District.

**12.9.4 TRAINING AND EDUCATION.** The District will offer to no more than three (3) Association Stewards, the same training as required by the Act to be given to Transportation Management and/or supervision.

All commercial licensed drivers shall receive a copy of this agreement.

**12.9.5 EMPLOYEE ASSISTANCE.** Prior to testing positive, any employee who comes forward requesting assistance with drug or alcohol rehabilitation will be referred to the Employee Assistance Program (EAP). All information will be treated as confidential and no disciplinary action will occur as a result of the employee coming forward. If an employee comes forward a second time, the District reserves the right to take appropriate action.

**12.10 PARAEDUCATOR RIDE ALONG ASSIGNMENTS.** The District shall determine the “ride along” assignments which extend the workday of Covered Paraeducators at each school site by the following method.

- 12.10.1** The District shall first offer ride along assignments to the one-on-one Paraeducators assigned to the particular student, or in the case of a student with the need for medical intervention, an employee with the particular training to address those needs. Thereafter, all Paraeducators-Special Education, and Paraeducators-Special Education, Severely Disabled at each school site shall then be afforded the right to bid, before the start of each school year, for these additional “ride along” assignments extending their daily workday and increasing their basic assignment.
- 12.10.2** If no employees bid for the assignment, the District may individually approach employees at the same or other work sites to ask them to take the assignment. Bidding for “ride along” assignments shall be by order of seniority, as determined by seniority in all special education Paraeducators classifications among only those Paraeducators working at the school site only.
- 12.10.3** Such determination of “site seniority in the classification” shall be applicable only for the purpose of bidding of positions at the beginning of each year and shall not be used as the basis for classification seniority for any layoff, reduction in hours, or bumping procedures contemplated in the Parties’ CBA.
- 12.10.4** With the exception of one-on-one Paraeducators assigned to the particular student, those bargaining unit members who bid will be provided with the student’s particularized needs, as well as pick up and drop off times and locations, but not the student’s name (for purposes of student confidentiality). Midyear assignments will be made individually, but will be bid upon in the next school year.
- 12.10.5** When a Covered Paraeducator works in an extra duty assignment of at least 30 minutes a day, such as riding the bus with a special education student for 20 or more consecutive days, he/she shall have his/her basic assignment changed to reflect the longer hours in order to receive increased: statutory benefits, vacation, sick, holiday pay, and health and welfare benefits. However, after the initial bidding process for “ride alongs” at the beginning of each school year as contemplated in the paragraph above, the District shall not wait 20 working days to adjust Covered Paraeducators’ basic assignment, but shall make such adjustment from the first day to reflect the on-going nature of the bid upon assignment.
- 12.10.6** The extra hours/extra compensation shall begin on the first day of the extra duty assignment. In the event a Covered Paraeducator is notified that their student will not ride the bus, the Covered Paraeducator shall notify their supervisor or designee who will find an alternative assignment for the Covered Paraeducator for the extra hours.
- 12.10.7** Assignments are made annually and shall be removed at the end of the school year.
- 12.10.8** Upon the completion of the annual assignment, the Covered Paraeducator shall revert back to their base assignment.
- 12.10.9** In the event, the student no longer requires a “ride-along” Paraeducator, the District reserves the right to assign additional work in the Paraeducator classification at the same school site.

## **ARTICLE 13**

### **SAFETY**

- 13.1 HEALTH AND SAFETY.** The District shall make reasonable provisions for the health and safety of unit members during the hours of employment and shall review conditions brought to its attention.

The District shall form a Safety Committee comprised of two (2) members appointed by the District and two (2) members appointed by the Association. The Committee shall meet at least once a month to review safety, health, and sanitation conditions. The Committee shall make recommendations concerning such conditions.

No employee shall be discriminated against for bringing legitimate safety concerns to the District's attention.

Employees shall comply with the District's reasonable rules, regulations and directives designed to provide a safe and healthy workplace. Whenever the District directs the wear and/or use of safety equipment or devices, the District shall be responsible for providing such equipment and/or devices.

- 13.2 PERSONAL APPEARANCE.** Bargaining unit employees shall be neat, clean and well-groomed at all times; reasonable regard will be given to the nature of individual employees' work assignment and responsibility; however, notwithstanding the impact of such work, at a minimum such employees are required to report to work neat, clean and well-groomed.

- 13.3 UNIFORMS.** The District may require the wearing of District-provided uniforms and/or work shirts which appropriately identify the wearers as employees of the Desert Sands Unified School District.

Prior to adopting specific uniforms, the District and CSEA will form an advisory committee consisting of three (3) representatives from each group to review options concerning uniforms and to make recommendations concerning style, fabric, number required, cleaning conditions and other relevant factors.

- 13.4 SECURITY DEPARTMENT ASSIGNMENT PROCEDURES:** CSEA and the District agree to the following security department procedures for the assignment of overtime, additional duty assignments and summer school. The definition of seniority for the purposes of this section only shall be defined as the years of bargaining unit service in the security classifications (Campus Security Agent I and Campus Security Agent II, or Patrol Agent) among all those regularly assigned to these respective classifications. Ties in seniority will be determined by original date of hire to the District. If a tie still exists, the tie will be broken by drawing lots.

**13.4.1 ROTATION OF OVERTIME AMONG SCHOOL-SITE BASED SECURITY AGENTS (CAMPUS SECURITY AGENT I AND CAMPUS SECURITY AGENT II CLASSIFICATIONS):** Site-based security agents (both Campus Security Agent I and Campus Security Agent II classifications) shall be combined in the same pool for the purpose of assigning overtime and shall be given first right of refusal for any overtime occurring at the site to which they are regularly assigned. Seniority shall be determined by years of any bargaining unit service in the District in the Campus Security Agent I, Campus Security Agent II, or Patrol Agent classifications combined (i.e. seniority in



the Campus Security Agent I classification, plus service in the higher classifications of Campus Security Agent II and Patrol Agent). Overtime shall be rotated among all those regularly assigned to site-based security agents (i.e. "Site Agents") as well as Patrol Agents as provided for below. Ties in seniority will be determined by original date of hire to the District. If a tie still exists, the tie will be broken by drawing lots.

- A. The overtime rotation will initially begin with the Site Agent with the highest District seniority in the Campus Security Agent I and II classifications combined among all Site Agents assigned to a specific school site and shall rotate by seniority down the rotation list by seniority. Offers of overtime shall be initially made through online signup of available overtime assignments rotated by seniority provided that such online format by seniority rotation is available for no less than a 48 hour period. Where a 48 hour notice is not possible, or where positions remain unfilled through online signup, phone calls shall be made to eligible Site Agents in order of seniority rotation. Site Agents offered an overtime assignment by phone call shall have 5 minutes to respond to the phone call. If a Site Agent is assigned overtime, and they cancel within 4 hours of the event, the District may contact any available Site Agents without regard to the seniority rotation list.
- B. If an overtime assignment is refused, the next senior Site Agent at the specific school site will be offered the overtime assignment. Each new overtime assignment will be offered to the Site Agent next on the seniority rotation at each site and shall not automatically revert to the top of the seniority list at the site for each new overtime assignment (i.e. the overtime rotation shall continue uninterrupted and shall not begin anew at the top of the seniority list with each available overtime assignment).
- C. In the event no Site Agent accepts an overtime assignment at a site, Campus Security Agent I and II's (i.e. "Site Agents") at other District sites, as well as Patrol Agents, shall be offered the overtime as per a separate seniority rotation list kept by the District for this purpose. The rotation list shall include Campus Security Agent I, Campus Security Agent II, and Patrol Agent classifications combined. The Campus Security Agent I and IIs and Patrol Agents then shall be offered overtime assignments by seniority from the District-wide list when no Site Agent at the school site accepts an overtime assignment. In the event no Campus Security Agent I or II, or Patrol Agent can be found for the overtime assignment, the District shall offer the overtime assignment to a substitute.
- D. If no Campus Security Agent I, Campus Security Agent II, or Patrol Agent or substitute is available, the District may use private security.

Example 1: There are five Site Agents (including both a Campus Security Agent I and Campus Security Agent II's) at a high school. Administration request two Site Agents at the high school provide additional work on Friday night. Site Agent #1 is the most senior agent in the District among all those regularly assigned to the site, and is next on the rotation list, and so is offered the assignment first. Agent #1 does not accept the assignment. Agent #2 accepts the assignment and is so assigned. Agent #3 declines. Agent #4 accepts the assignment and is so assigned.

Example 2: There are three Site Agents (including both a Campus Security Agent I and Campus Security II's) at a middle school. Administration requests one Site Agent provide additional work on Tuesday night. Site Agent #2 at the site is the next Site Agent on the rotation list eligible for an overtime

assignment and is offered the assignment. Agent #2 declines. Agent #3 and #1 also decline in order of the rotation list. Since all Site Agents at the site have declined the Tuesday night work, the District shall offer the overtime assignment to those on the District-wide overtime seniority rotation list as per Article 13.4.1(C) above.

Example 3: There are four Site Agents (including both a Campus Security Agent I and Campus Security II's) at a high school. Administration requests six Site Agent provide additional work at an event at the site. All Site Agents at the site accept the assignment. Since all Site Agents at the site have accepted the assignment, the District shall then offer the remaining two overtime assignments to those on the District-wide overtime seniority rotation list as per Article 13.4.1(C) above.

**13.4.2 CAMPUS SECURITY AGENT I SUBSTITUTE FOR CAMPUS SECURITY AGENT II:**

Campus Security Agent I at each site shall have the first opportunity to serve as substitute Campus Security Agent II when a regular Campus Security Agent II is out on leave or otherwise unavailable, as per the following conditions:

- a. Prior to each school year, every site with an assigned Campus Security Agent II shall select at least one Campus Security Agent I to service as the primary back up for the Campus Security Agent II in the event they are out on leave or otherwise unavailable.
- b. The backup will be selected via an interview process at each site no later than the third week of school.

**13.4.3 CAMPUS SECURITY AGENT II AS SUBSTITUTE PATROL IN AGENT**

**CLASSIFICATION:** Campus Security Agent II shall serve as substitute Patrol Agents when a regular Patrol Agent is out on leave or otherwise unavailable, as per the following conditions:

- A. The rotation for substitute Patrol Agent work will initially begin with the Campus Security Agent II with the highest District seniority in the classification among all Campus Security Agent II's assigned to a school site and shall rotate by seniority down the rotation list by seniority. Offers of substitute Patrol Agent work to Site Security Agent II's shall be initially be made through online signup of available overtime assignments rotated by seniority provided that such online format by seniority rotation is available for no less than a 48 hour periods. Where a 48 hour notice is not possible, or where positions remain unfilled through online signup, phone calls shall be made to eligible Site Security Agent II's in order of seniority rotation. Site Security Agent IIs offered an overtime assignment by phone call shall have 5 minutes to respond to the phone call. If a Site Security Agent II is assigned substitute Patrol Agent work, and they cancel within 4 hours of the event, the District may contact any available Campus Security Agent II without regard to the seniority rotation list.
- B. If the substitute Patrol Agent work is refused, the next senior Campus Security Agent II will be offered the overtime assignment. Each new overtime assignment will be offered to the Campus Security Agent II next on the seniority rotation and shall not automatically revert to the top of the seniority list at the site for each new substitute Patrol Agent assignment (i.e. the rotation shall continue uninterrupted and shall not begin anew at the top of the seniority list with each available overtime substitute Patrol Agent assignment).

- C. In the event no Campus Security Agent II can be found for the substitute Patrol assignment, the District shall assign the substitute Patrol Agent work to a qualified Campus Security Agent I.

**13.4.4 ROTATION OF OVERTIME WITHIN PATROL AGENT CLASSIFICATION:** Patrol Agents will be given first right of refusal for any overtime assigned by the District to Patrol Agents as follows:

- A. Seniority shall be determined by years of bargaining unit service in the District in the Patrol Agent classification among all those regularly assigned to that classification. Ties in seniority will be determined by original date of hire to the District. If a tie still exists, the tie will be broken by drawing lots.
- B. The overtime rotation will initially begin with the Patrol Agent with the highest seniority in the classification and shall rotate down the rotation list. Offers of overtime shall be made by phone call to the eligible Patrol Agent. Patrol Agents offered an overtime assignment by phone call shall have 5 minutes to respond to the phone call.
- C. If an overtime assignment is refused, the next senior Patrol Agent will be offered the overtime assignment. Each new overtime assignment will be offered to the Patrol Agent next on the seniority rotation and shall not automatically revert to the top of the seniority list for each new overtime assignment (i.e. the overtime rotation shall continue uninterrupted and shall not begin anew at the top of the seniority list with each available overtime assignment).
- D. In the event no Patrol Agents accepts an overtime assignment, eligible Site Agents on the Patrol Agent rotation list as per Paragraph B above shall be offered the overtime assignment by seniority among the four eligible Campus Security Agent II employees. Patrol overtime shall be offered to eligible Campus Security Agent II employee during times when sufficient staffing cannot be accommodated by using Patrol Agents alone.

Example 1: There are seven Patrol Agents in the District. Administration requests two Patrol Agents provide additional work on Friday night. Patrol Agent #1 is the most senior agent in the District, and is next on the rotation list, and so is offered the assignment first. Agent #1 does not accept the assignment. Agent #2 accepts the assignment and is so assigned. Agent #3, Agent #4, and Agent #5 all decline. Agent #6 accepts the assignment and is so assigned. Later, the District determines that another Patrol Agent is needed. Agent #7 is offered the assignment, being next on the seniority rotation. Agent #7 accepts the assignment and is so assigned.

Example 2: There are seven Patrol Agents in the District. Administration requests one Patrol Agent provide additional work on Tuesday night. Patrol Agent #5 is the next Patrol Agent on the rotation list eligible for an overtime assignment and is offered the assignment. Agent #5 declines. Agents #6, #7, #1, #2, #3, #4 all decline in order of the rotation list. Since all Patrol Agents declined the Tuesday night work, the District shall offer the overtime assignment to patrol-trained Site Agents as per Article 13.4.3(B) above.

**13.4.5 ASSIGNMENT OF SITE AGENTS TO SUMMER SCHOOL.** Seniority for the purposes of assignment of summer school beginning in the 2020 shall be determined by the following procedures:

- A. The assignment of Site Agents to summer school shall begin with the Site Agent with the highest District seniority in the classification among all Site

Agents (including Campus Security Agent I and Campus Security Agent II) assigned to a school site and shall proceed in seniority order down the seniority list in the classification among all Site Agents at the school site where summer school is being held. Offers of summer school assignments shall be made by phone call to the eligible Site Agent.

- B. If a Site Agent refuses a summer school assignment, the next senior Site Agent at the site will be offered the summer school assignment.
- C. In the event no Site Agent accepts a summer school assignment at his or her site, Site Agents at the other District sites, where summer school is not being held, shall be offered the overtime assignment as per a separate seniority rotation list kept by the District for this purpose.
- D. In the event no Site Agent can be found District-wide to accept a vacant summer school assignment, a substitute may be utilized.

**13.5 SCHOOL SITE MONITOR BIDDING FOR ANNUAL HOURS.** Each year, the District shall determine which positions are available at each school site, and School Site Monitors at each site shall be able to bid for School Site Monitor position before the start of each school year. Bidding shall be by order of seniority in the classification among all School Site Monitors working at the school site. Such determination of "site seniority" shall be applicable only for the purpose of bidding of positions at the beginning of each year and shall not be used as the basis for classification seniority for any layoff, reduction in hours, or bumping procedures contemplated in the Parties' collective bargaining agreement, nor for determining the date of hire into the School Site Monitor position for purposes of determining the initial probationary period of any School Site Monitor.

## **ARTICLE 14**

### **TRAINING AND TOOLS**

#### **14.1 TOOLS.**

The District will provide the basic tools reasonably necessary for employees to perform their trades.

The employee may submit to his/her supervisor a request in writing for tools the employee believes necessary to perform his/her duties.

#### **14.2 LICENSE – PHYSICAL EXAM.**

The District will provide for the physical examination for the drivers' license required by the employee's job description.

#### **14.3 TRAINING – WORKING OUT OF CLASSIFICATION, EMPLOYEE DEVELOPMENT.**

The Director, Classified Personnel Services will maintain a form, and a list for current employees to identify alternate classifications for which they meet the minimum qualifications. The District may consider this information for the staffing of special assignments and working out of classification(s) assignments. The District will notify all current unit members of the form and encourage unit members to complete the form.

#### **14.4 TRAINING, ORIENTATION AND IN-SERVICE.**

The District agrees to provide in-service training programs where appropriate and based on available resources with the purpose of enhancing the skills, knowledge, or abilities of unit members in their current jobs. Unit members are encouraged to continue training for the purpose of advancement and promotion.

The District may, in its sole discretion, authorize or assign a bargaining unit employee or employees to attend training, orientation and in-service events. Such attendance will be without loss of compensation.

For assigned attendance, the District will reimburse for pre-approved expenses. For authorized attendance, the District may, but need not, reimburse for expenses. All reimbursement is subject to verification through appropriate receipts.

#### **14.5 PARAEDUCATOR COMMITTEE.**

The Paraeducator Committee shall consist of three (3) District representatives and three (3) CSEA representatives appointed by CSEA (at least two of which must be a paraeducators). The committee shall meet quarterly and shall be responsible for reviewing, monitoring, and establishing protocols for complying with federal, state, and local requirements for paraeducators.

**14.6 ANNUAL PROFESSIONAL DEVELOPMENT DAYS AND HOURS.**

All unit members may be required to complete the equivalent of two work days of professional development for each employee, pro-rated by hours as per Article 8.5.1.6 (Salary and Longevity Pro-Rata) above, to be scheduled and assigned by the District as provided below.

**14.6.1 12 Month Employees.** Twelve month employees may choose to work the equivalent of up to two professional development days outside the normal working hours and/or work days. Each employee shall provide at least two weeks advance written notice to their supervisor of his/her plan to work these annual professional development hours. If the supervisor does not approve of the employee's submitted plan, the supervisor shall consult with the employee on alternative professional development hours for the employee. Such professional development hours shall be paid at the appropriate overtime rate.

**14.6.2 School Year Employees.** The District shall assign School Year Employees who work a traditional school year (i.e. in conjunction with the school calendar) professional development hours at the discretion of the District with at least two weeks advance written notice to CSEA and to each individual employee, provided however, that the District assigns such professional development hours on the District's two annual non-student, non-school (teacher professional development days) adjacent to a regularly scheduled work day within the normal working hours of the employee. An employee may not use vacation leave, sick leave or personal necessity leave to remain in paid status on a classified professional development day. An employee must attend a scheduled professional development day to be paid for the day. However, an employee who does not attend a scheduled professional development day shall not otherwise be penalized in any way, and shall not be subjected to disciplinary action due to non-attendance.

**14.6.3 9.75 Month Employees and Above Already Scheduled to Work on Professional Development Days.** For employees who work 9.75 months or more, but who are already scheduled to work on School Year Employees' professional development days, the District shall assign professional development hours at the start of the employee's work year. As an alternative, professional development hours may be assigned outside the normal working hours and/or work days by mutual agreement of the District and employee with at least two weeks advance written notice to CSEA and to each individual employee. Such professional development hours shall be paid at the appropriate hourly rate. Employees who work 9.75 months or more may choose to complete professional development hours during non-working portions of the fiscal year (such as Spring Break, Winter Break, or Summer Break), unless directly adjacent to the start of the school year.

**14.7 ADVISORY PROFESSIONAL DEVELOPMENT COMMITTEE**

Beginning in the 2022-23 fiscal year, an advisory committee shall be formed to make recommendations to the District concerning appropriate professional development training opportunities for all 12 Month Employees and 9.75 Month and Above Employees.

**14.7.1 Composition of the Advisory Professional Development Committee.** The Professional Development Committee is composed of at least the following equal numbers of representatives from both the District and CSEA:

- a. Two representatives from CSEA, appointed by the Chapter President.
- b. Two representatives from the District at large (classified and/or certificated) appointed by the Assistant Superintendent of Personnel Services.

**14.7.2 Meeting Schedule and Timelines.** The Committee shall meet and review and make recommendations concerning appropriate professional development opportunities to be scheduled no later than September 30<sup>th</sup> of the current school year, for the remainder of the school year.

**14.8 MANDATORY PROFESSIONAL DEVELOPMENT FOR SCHOOL YEAR EMPLOYEES.**

Effective beginning in the 2024-2025 school year, the District shall assign all classified school year employees two additional mandatory paid eight (8) hour workdays prior to the start of the instructional year for the purpose of staff development. The topic of the staff development or training shall be at the discretion of the District.

## **ARTICLE 15**

### **SAVINGS**

If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law; all other provisions will continue in full force and effect.

In the event any such provisions are invalidated as described above, the parties shall, upon request, meet not later than thirty (30) days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions, provided, however, the provision at issue is not outside the scope of representation or is otherwise illegal.



## **ARTICLE 16**

### **NO CONCERTED ACTIVITIES**

It is agreed and understood that there will be no strike, work stoppage, slowdown, or other interference with the operations of the District by the Association or its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. This clause represents a clear, knowing, specific waiver of the Association's right to strike during the term of this agreement, or any mutually agreed upon written extension thereof over matters arising under this Agreement or outside the Agreement.

The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed and understood that any employee violating this Article may be subject to appropriate discipline up to and including termination by the District.

## ARTICLE 17

### EVALUATIONS

- 17.1 Evaluation Process.** No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between employee and evaluator. No evaluation shall be based solely upon hearsay statements but shall be based upon the direct observation and knowledge of the evaluator.
- 17.1.1** Performance evaluation reports shall be made on prescribed forms which shall be prepared by the employee's immediate supervisor. The form shall be reviewed by the next higher supervisor and, if the need for improvement is noted, by the department head.
- 17.1.2** The immediate supervisor shall schedule a meeting with the employee, present the performance evaluation report to the employee and shall discuss it with him/her. The evaluation form shall be signed by the employee to indicate receipt and he/she shall be given a signed copy; if the employee refuses to sign the performance evaluation report to acknowledge receipt, the immediate supervisor shall notate the employee's refusal on the evaluation form and proceed with the evaluation procedure consistent with these provisions.
- 17.1.3** With the exception of section 17.3.2, performance evaluation reports shall be filed in the employees' personnel records and shall be available for review in connection with promotional examinations and disciplinary action.
- 17.2 "Requires Improvement" Evaluations.** Before a bargaining unit member receives an evaluation with a rating of "Requires Improvement," or "Unsatisfactory," the immediate supervisor must meet with and counsel the employee at least twice during the evaluation year on the specific issue(s) to be entered onto the evaluation. Any evaluation with a rating of "Requires Improvement," or "Unsatisfactory," shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Article 4, Personnel Rights; Section 4.2, Personnel Files, as stated above.
- 17.3 Schedule of Evaluations.** All regular classified employees shall be evaluated by their immediate supervisors at least in accordance with the following schedule:
- 17.3.1 Probationary employees:** At the end of the second and fifth months of service.
- 17.3.2 Permanent employees:** Once each year during March through May. Annual performance evaluations must be received prior to the last working day in May or the evaluation will not be placed in the affected employees' personnel file.
- 17.4 Who Makes Evaluations?** Each immediate supervisor under whom the employee has served for 60 working days or more during any rating period, shall provide a performance evaluation, even though the employee may have left his/her control. If an immediate supervisor has had less than sixty (60) working days to observe the employee under their immediate supervision, then the most recent immediate supervisor that has had at least sixty

(60) working days to observe the employee will do the performance evaluation. Non-district employees, including consultants, shall not evaluate classified employees.

## **ARTICLE 18**

### **LAYOFF AND RE EMPLOYMENT**

**18.1 REASON FOR LAYOFF.** Classified employees may be laid off for lack of work or lack of funds.

**18.2 NOTICE OF LAYOFF.** Unless permitted by California Education Code, no later than March 15<sup>th</sup> of any year, the District shall notify both the Association and affected employee(s) in writing prior to any planned layoff. The notice period shall begin with the date of mailing or the date of delivery by hand, in lieu of mailing. Any notice of layoffs shall specify the reason for layoff and identify by name and classification the employee(s) designated for layoff.

When, as a result of the expiration of a specially funded program, where classified employees will be subject to layoff for lack of work or funds, the District shall provide such employees and the Association written notice not less than sixty (60) days prior to the effective date of their layoff. The notice period shall begin with the date of mailing or the date of delivery by hand in lieu of mailing. Any notice of layoff shall specify the reason for layoff and identity by name and classification the employee(s) designated for layoff. The notice shall also contain a summary of reemployment rights and the employee's bumping rights, if any. An employee who has received a layoff notice shall, upon request, be entitled to meet with a representative of the Office of Personnel Services.

Procedures for layoff notice and right to hearing are set forth in California Education Code Section 45117.

**18.3 ORDER OF LAYOFF.** When a classified employee is laid off, the order of layoff within the classification shall be determined by seniority calculated on the basis of date of hire to the classification currently held, plus higher classes. The employee, who has been employed the shortest time in the classification plus higher classes, shall be laid off first. If two (2) or more employees subject to layoff within a classification have equal seniority in the classification (including higher classes), the determination as to whom shall be laid off will be made on the basis of the greater hire date seniority within the District. If there is still a tie, drawing by lot will be utilized.

**18.4 BUMPING RIGHTS.** An employee laid off from his/her present classification may bump into the next equal or lower classification(s) in which the employee has greater seniority. The employee may continue to bump into such equal or lower classes to avoid layoff provided the employee has worked previously in the lower class position.

**18.5 REEMPLOYMENT RIGHTS.** Reemployment shall be in the reverse order of layoff. Laid-off persons are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be reemployed prior to new applicants. In addition, they shall have the right to apply for promotional positions according to Education Code section 45298. Employees who accept a reduction of hours in lieu of layoff shall receive twenty-four (24) months in addition to the thirty-nine (39) months on the reemployment list.

**18.6 SENIORITY ROSTER.** The District shall provide California School Employees Association, Desert Sands Chapter 106, with an updated seniority roster annually by January 31 as well as before the effective date of the layoff. The District shall also supply the list to each site representative for posting. Any errors noted by the employee must be called to the Personnel

Services Department's attention in writing by March 15. The seniority roster shall indicate each employee's class seniority and hire date within his/her class.

- 18.7 NOTIFICATION OF REEMPLOYMENT OPENINGS.** Any classified employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening in the classification from which the employee was laid off. Such notices shall be served by personal service or certified mail to the last known home address. Employees on reemployment lists may also apply for any posted vacant position and shall be reemployed in any vacancy for which he/she qualifies and applies and shall be reemployed in preference to new applicants.

If offered employment, an employee shall notify the District of his/her intent to accept or refuse employment within forty-eight (48) hours following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice.

The District agrees to post job openings in a timely fashion upon the District's website.

- 18.8 OFFERS OF REEMPLOYMENT.** Within the thirty-nine (39) month period (or sixty three [63] months, if applicable), employees shall be eligible for two (2) offers of reemployment. If the second offer is turned down, the employee will be removed from the reemployment list. Refusal of an offer of less pay, or fewer number of hours, or work year in the same classification shall not affect the standing of any employee on a reemployment list.

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

- 18.9 RETIREMENT IN LIEU OF LAYOFF.** Any classified employee eligible for retirement may elect to accept service retirement in lieu of layoff without loss of reemployment rights as provided in this agreement, provided written notification is given to the District of such election.

- 18.10 MAINTENANCE OF BENEFITS.** Incumbent employees whose hours hereafter are involuntarily reduced shall not thereby suffer a reduction in the percentage of the District's contribution to health and welfare benefits due to the involuntary reduction in hours until the earliest of the following occurs:

- A. Thirty-nine (39) months from the effective date of the reduction in hours/work year; or
- B. Until the employee declines two offers of employment to a position with the same work hours and work year as the position that was previously reduced.

Upon the earliest occurrence of (a) or (b) above, the employee's health benefits shall then be prorated as per current hours in accordance with Article 8.5.1.5.

- 18.10.1 The above provision shall also apply to employees receiving health and welfare benefits as of July 1, 2009, with a District contribution at a rate greater than what is provided by Article 8.5.1.5 due to a previously imposed involuntary reduction in hours except that the 39-month period of time shall be computed from July 1, 2009.

## **ARTICLE 19**

### **DISCIPLINE**

**19.1 GROUND OF DISCIPLINE.** The following are examples of performance or behavior that may result in disciplinary action. This list is representative and does not exhaust all possible situations where disciplinary action may be required.

1. Dishonesty, including but not limited to any deliberate falsification or misrepresentation, misleading, or incorrect information in connection with the preparation of the District records such as employment applications, time sheets, or payroll records.
2. Stealing, sabotage, willful damage, abuse, or destruction of District property, tools, or equipment, or the property or equipment of supplier, customer, or another employee, or failure to report any of the above.
3. Removal of District property or the property of others without proper authorization.
4. Use, possession, sale, or being under the influence of alcohol or illegal drugs during assigned working hours or while on District property, or reporting to work under the influence of alcohol or illegal drugs.
5. Unauthorized use, possession, conveyance, or storage of any firearms, explosives, or other dangerous weapons.
6. Insubordination, including actions involving a resistance to, or defiance of, or refusing to carry out a superior's lawful orders.
7. The use of abusive or threatening language toward fellow employees, supervisors, suppliers, customers, citizens, or students.
8. Fighting, coercing, interfering with or threatening bodily injury to other employees, supervisors, suppliers, customers, citizens, or students.
9. Sleeping during assigned working hours.
10. Causing damage to or loss of District property or the property of others through willfulness or carelessness.
11. Leaving regularly assigned work location without first securing immediate supervisor's permission (restrooms excepted).
12. Failure to observe working hour schedule, starting time, quitting time, rest and meal periods.
13. Unsatisfactory or negligent job performance.
14. The personal use of District material, time, personnel, or equipment.
15. Any action inconsistent with District Governing Board policies.

16. Any act which endangers, or tends to endanger, the health, safety or the life of an employee or others or interferes with the proper completion of work by the District or by other employees, including failure to obey District health and safety rules.
  17. Misuse or abuse of leaves of absence, including but not limited to, **failure to provide timely notice of an absence**, pattern and/or frequency of usage, or where it is reasonable to conclude that absences are not due to reason(s) for which such leave is authorized.
  18. Excessive or unexcused absenteeism or tardiness.
  19. Unsafe operation of any motor vehicle or machinery on District property or while in the District service.
  20. Smoking on District grounds or property and/or while operating District vehicles or equipment.
  21. Distributing literature or soliciting on District property during working time without permission of the immediate supervisor.
  22. Altering or tampering with any machine's safety device.
  23. Signing another employee's time sheet or altering or defacing one's own time sheet or that of another employee.
  24. Incapacity due to mental or physical disability as determined by medical examination.
  25. Suspension, revocation, or expiration of any license, certificate or other credential which is required for the employee's continuing employment in a position.
  26. Non-compliance with applicable immigration and naturalization laws and regulations.
  27. Conviction of a sex or narcotics offense as prescribed by the relative provisions of the Education Code and Health and Safety Code, or other felony; a plea of guilty, or conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section, unless the employee has completed a court-mandated diversion program.
  28. Abandonment of position: Five (5) consecutive workdays.
- 19.2 DISCIPLINE.** Discipline shall be defined as termination of a permanent employee, or suspension without pay, involuntary demotion and/or involuntary transfer taken for punitive or disciplinary reasons or other remedy other than oral warning, written report of incident, or written reprimand of any classified employee. The existence of forms of discipline, short of termination, in no way limits the District's authority to terminate an employee for serious offenses, or for repeat conduct, behavior, or performance.

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

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

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

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

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

**19.4 EMPLOYEE RIGHT TO REPRESENTATION.** Any time an employee is to be disciplined or to be interviewed concerning a matter which the employee has reason to believe may lead to discipline, he/she has the right to representation. It is the employee's responsibility to request this representation, and any failure to request will constitute a waiver of the right to representation at only that stage. Except in cases specified under Article 19.3 – Immediate Discipline, the District shall provide 24-hour prior notice of a right to representation to those employees facing a disciplinary meeting, or a meeting which could reasonably result in discipline.

**19.5 PRE-DISCIPLINE POLICY.** The pre-discipline policy will apply in all cases of termination, involuntary demotion, suspension without pay, or involuntary transfer taken for punitive or disciplinary reasons.

**19.5.1 NOTICE OF PROPOSED ACTION.** The employee will receive a written notice of the proposed disciplinary action.

**19.5.2 REASONS FOR PROPOSED ACTION.** The employee will be given the reason(s) for the proposed disciplinary action.

**19.5.3 MATERIALS SUPPORTING PROPOSED ACTION.** The employee will be given a copy of, or be provided access to, written materials, reports, and documents, if any, upon which action is based.

**19.5.4 RIGHT TO RESPOND.** The employee will be accorded his/her “Skelly” right to respond, either orally or in writing or both, either in person or through a representative, within a reasonable time period (ten [10] days in most instances), and to a level of management who can effectively recommend that the proposed disciplinary action be taken or not taken.

**19.6 NOTICE OF DETERMINATION.** Following the “Skelly” conference, the employee will receive a written Notice of Determination of Discipline, giving the allegation(s), the determination as to the charges, the level of disciplinary action to be received, the Board’s action, the final admonition(s) as applicable, and appeal rights. The employee will be notified even if no disciplinary action is to be taken.



**19.7 HEARING ON SUSPENSION, INVOLUNTARY DEMOTION OR DISMISSAL OF PERMANENT EMPLOYEES.** This section applies only to permanent employees. The District reserves all rights guaranteed to it under Education Code concerning the termination or discipline of probationary employees.

**19.7.1 REQUEST FOR HEARING.** The Notice of Determination of Discipline shall notify the employee of his/her right to hearing as provided in this article. The employee or his/her representative may submit a request to the Assistant Superintendent, Personnel Services in writing within ten (10) working days after service of the Notice of Determination of Discipline. A form shall be provided to the employee with the statement of charges, the signing of which shall constitute a demand for a hearing.

**19.7.2** The Board's designee shall, within twenty (20) calendar days after receiving the request for hearing, shall schedule a hearing before a Hearing Officer. The employee shall be given at least ten (10) working days written notice of the time and place of the hearing and such hearing shall be closed unless the employee submits a written request for public hearing.

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

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

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

**19.8 BINDING ARBITRATION.**

**19.8.1** As an alternative to the procedure set forth in Section 19.7 above, CSEA may request to submit the appeal to binding arbitration. CSEA must submit such a request in writing to the Assistant Superintendent, Personnel Services within thirty (30) calendar days after the employee is served with the Notice of Determination of Discipline.

**19.8.2** The Binding Arbitrator shall be selected by the mutual consent of the District and the Association. If the parties are unable to mutually agree upon the selection of an arbitrator, the District shall contact the California State Mediation and Conciliation Service to request a panel of seven individuals preferably with experience in public school district discipline. Within ten (10) working days of receiving the list, the employee or his/her designated representative shall either meet with or telephone the District's representative to select an arbitrator. The parties shall alternatively delete from the list until one (1) name remains, and the last name remaining shall be selected as the arbitrator. The District representative shall promptly notify CSMCS of the parties' selection.

**19.8.3** The Binding Arbitrator shall conduct the hearing in accordance with 19.7.3 through 19.7.5 above, and the Binding Arbitrator's authority is subject to the same limitations as provided for in 19.7.4 through 19.7.5 above, except that the arbitrator's written decision shall be final and binding.

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

**19.9** **FAILURE TO APPEAR.** Failure by the employee to appear in person for any scheduled hearing under sections 19.7 or 19.8 of this article shall constitute a waiver of the employee's right to a hearing to appeal the disciplinary action.

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

## **ARTICLE 20**

### **COMPLETION OF MEET AND NEGOTIATE**

This above agreement constitutes the complete understanding between the parties for the term of this Agreement. This Agreement terminates and supersedes all previous agreements, rules or regulations concerning the matters covered herein. Except as specifically provided herein, the remaining provisions of the parties' July 1, 2018 through July 1, 2021 agreement shall be incorporated into this successor agreement.

The parties agree that the understandings and agreements arrived at through negotiations are set forth fully and completely herein. During the term of this Agreement, except as specifically provided by this Agreement, neither party shall be required to negotiate with respect to any matter covered in this Agreement to the extent permitted by law.

## **ARTICLE 21**

### **TERM OF AGREEMENT AND REOPENER**

The effective dates of this Agreement shall be from July 1, 2021 through June 30, 2024, and shall continue in effect from year to year thereafter unless amended, modified, or terminated as provided herein. Reopeners shall be in 2022-23 and 2023-24 for Article 8 – Salary and Fringe Benefits plus two additional items per side. Any party wishing to amend, modify, or terminate this Agreement shall send written notice to the other party of its intentions to do so no sooner than March 1, 2022 and no later than March 30, 2022 for the 2022-23 reopener negotiations; and no sooner than March 1, 2023 and no later than March 30, 2023 for the 2023-2024 reopener negotiations; and no sooner than March 1, 2024 and no later than March 30, 2024 for the 2024 successor agreement negotiations. Thereafter the parties shall meet and negotiate in a good faith attempt to reach agreement for a reopener or successor Collective Bargaining Agreement.

The changes comprising the attached July 1, 2023 revision of this 2021-2024 Agreement were ratified by the Association membership on January 11, 2024, and by the Desert Sands Unified School District Board of Education on January 16, 2024 respectively, and are effective July 1, 2023.

**DESERT SANDS UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS DESERT SANDS CHAPTER 106**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DESERT SANDS UNIFIED SCHOOL DISTRICT'S NEGOTIATIONS TEAM**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

### JULY 1, 2023 SALARY SCHEDULES AND LONGEVITY SCHEDULE

**DESERT SANDS UNIFIED SCHOOL DISTRICT**  
Classified Bargaining Unit Monthly Salary Schedule  
Effective July 1, 2023

Range	A	B	C	D	E	F*	G*	H*	I*	J*	K*	L*	M*
61	3,075	3,232	3,396	3,567	3,747	3,936	4,140	4,346	4,567	4,798	5,038	5,292	5,562
62	3,151	3,311	3,480	3,656	3,840	4,035	4,240	4,455	4,682	4,918	5,164	5,427	5,701
63	3,232	3,396	3,567	3,747	3,936	4,140	4,346	4,567	4,798	5,038	5,292	5,562	5,845
64	3,311	3,480	3,656	3,840	4,035	4,240	4,455	4,682	4,918	5,164	5,427	5,701	5,989
65	3,396	3,567	3,747	3,936	4,140	4,346	4,567	4,798	5,038	5,292	5,562	5,845	6,140
66	3,480	3,656	3,840	4,035	4,240	4,455	4,682	4,918	5,164	5,427	5,701	5,989	6,293
67	3,567	3,747	3,936	4,140	4,346	4,567	4,798	5,038	5,292	5,562	5,845	6,140	6,452
68	3,656	3,840	4,035	4,240	4,455	4,682	4,918	5,164	5,427	5,701	5,989	6,293	6,612
69	3,747	3,936	4,140	4,346	4,567	4,798	5,038	5,292	5,562	5,845	6,140	6,452	6,778
70	3,840	4,035	4,240	4,455	4,682	4,918	5,164	5,427	5,701	5,989	6,293	6,612	6,947
71	3,936	4,140	4,346	4,567	4,798	5,038	5,292	5,562	5,845	6,140	6,452	6,778	7,119
72	4,035	4,240	4,455	4,682	4,918	5,164	5,427	5,701	5,989	6,293	6,612	6,947	7,297
73	4,140	4,346	4,567	4,798	5,038	5,292	5,562	5,845	6,140	6,452	6,778	7,119	7,479
74	4,240	4,455	4,682	4,918	5,164	5,427	5,701	5,989	6,293	6,612	6,947	7,297	7,667
75	4,346	4,567	4,798	5,038	5,292	5,562	5,845	6,140	6,452	6,778	7,119	7,479	7,857
76	4,455	4,682	4,918	5,164	5,427	5,701	5,989	6,293	6,612	6,947	7,297	7,667	8,055
77	4,567	4,798	5,038	5,292	5,562	5,845	6,140	6,452	6,778	7,119	7,479	7,857	8,255
78	4,682	4,918	5,164	5,427	5,701	5,989	6,293	6,612	6,947	7,297	7,667	8,055	8,462
79	4,798	5,038	5,292	5,562	5,845	6,140	6,452	6,778	7,119	7,479	7,857	8,255	8,672
80	4,918	5,164	5,427	5,701	5,989	6,293	6,612	6,947	7,297	7,667	8,055	8,462	8,889
81	5,038	5,292	5,562	5,845	6,140	6,452	6,778	7,119	7,479	7,857	8,255	8,672	9,111
82	5,164	5,427	5,701	5,989	6,293	6,612	6,947	7,297	7,667	8,055	8,462	8,889	9,340
83	5,292	5,562	5,845	6,140	6,452	6,778	7,119	7,479	7,857	8,255	8,672	9,111	9,573
84	5,427	5,701	5,989	6,293	6,612	6,947	7,297	7,667	8,055	8,462	8,889	9,340	9,813
85	5,562	5,845	6,140	6,452	6,778	7,119	7,479	7,857	8,255	8,672	9,111	9,573	10,059
86	5,701	5,989	6,293	6,612	6,947	7,297	7,667	8,055	8,462	8,889	9,340	9,813	10,309
87	5,845	6,140	6,452	6,778	7,119	7,479	7,857	8,255	8,672	9,111	9,573	10,059	10,568
88	5,989	6,293	6,612	6,947	7,297	7,667	8,055	8,462	8,889	9,340	9,813	10,309	10,833
89	6,140	6,452	6,778	7,119	7,479	7,857	8,255	8,672	9,111	9,573	10,059	10,568	11,103
90	6,293	6,612	6,947	7,297	7,667	8,055	8,462	8,889	9,340	9,813	10,309	10,833	11,380
91	6,452	6,778	7,119	7,479	7,857	8,255	8,672	9,111	9,573	10,059	10,568	11,103	11,664
92	6,612	6,947	7,297	7,667	8,055	8,462	8,889	9,340	9,813	10,309	10,833	11,380	11,958
93	6,778	7,119	7,479	7,857	8,255	8,672	9,111	9,573	10,059	10,568	11,103	11,664	12,256
94	6,947	7,297	7,667	8,055	8,462	8,889	9,340	9,813	10,309	10,833	11,380	11,958	12,562
95	7,119	7,479	7,857	8,255	8,672	9,111	9,573	10,059	10,568	11,103	11,664	12,256	12,878
96	7,297	7,667	8,055	8,462	8,889	9,340	9,813	10,309	10,833	11,380	11,958	12,562	13,199
97	7,479	7,857	8,255	8,672	9,111	9,573	10,059	10,568	11,103	11,664	12,256	12,878	13,530
98	7,667	8,055	8,462	8,889	9,340	9,813	10,309	10,833	11,380	11,958	12,562	13,199	13,868
99	7,857	8,255	8,672	9,111	9,573	10,059	10,568	11,103	11,664	12,256	12,878	13,530	14,214

\* Professional Growth

Revised: January 16, 2024

Longevity - Percentage of Base Salary:  
 10 years - 2%  
 15 years - 4%  
 20 years - 6%  
 25 years - 8%  
 30 years - 10%

# JULY 1, 2023 SALARY SCHEDULES AND LONGEVITY SCHEDULE

**DESERT SANDS UNIFIED SCHOOL DISTRICT**  
 Classified Bargaining Unit Hourly Salary Schedule (Full Time Equivalent)  
 Effective July 1, 2023

Range	A	B	C	D	E	F*	G*	H*	I*	J*	K*	L*	M*
61	17.67	18.57	19.52	20.50	21.53	22.62	23.79	24.98	26.25	27.57	28.95	30.41	31.97
62	18.11	19.03	20.00	21.01	22.07	23.19	24.37	25.60	26.91	28.26	29.68	31.19	32.76
63	18.57	19.52	20.50	21.53	22.62	23.79	24.98	26.25	27.57	28.95	30.41	31.97	33.59
64	19.03	20.00	21.01	22.07	23.19	24.37	25.60	26.91	28.26	29.68	31.19	32.76	34.42
65	19.52	20.50	21.53	22.62	23.79	24.98	26.25	27.57	28.95	30.41	31.97	33.59	35.29
66	20.00	21.01	22.07	23.19	24.37	25.60	26.91	28.26	29.68	31.19	32.76	34.42	36.17
67	20.50	21.53	22.62	23.79	24.98	26.25	27.57	28.95	30.41	31.97	33.59	35.29	37.08
68	21.01	22.07	23.19	24.37	25.60	26.91	28.26	29.68	31.19	32.76	34.42	36.17	38.00
69	21.53	22.62	23.79	24.98	26.25	27.57	28.95	30.41	31.97	33.59	35.29	37.08	38.95
70	22.07	23.19	24.37	25.60	26.91	28.26	29.68	31.19	32.76	34.42	36.17	38.00	39.93
71	22.62	23.79	24.98	26.25	27.57	28.95	30.41	31.97	33.59	35.29	37.08	38.95	40.91
72	23.19	24.37	25.60	26.91	28.26	29.68	31.19	32.76	34.42	36.17	38.00	39.93	41.94
73	23.79	24.98	26.25	27.57	28.95	30.41	31.97	33.59	35.29	37.08	38.95	40.91	42.98
74	24.37	25.60	26.91	28.26	29.68	31.19	32.76	34.42	36.17	38.00	39.93	41.94	44.06
75	24.98	26.25	27.57	28.95	30.41	31.97	33.59	35.29	37.08	38.95	40.91	42.98	45.16
76	25.60	26.91	28.26	29.68	31.19	32.76	34.42	36.17	38.00	39.93	41.94	44.06	46.29
77	26.25	27.57	28.95	30.41	31.97	33.59	35.29	37.08	38.95	40.91	42.98	45.16	47.44
78	26.91	28.26	29.68	31.19	32.76	34.42	36.17	38.00	39.93	41.94	44.06	46.29	48.63
79	27.57	28.95	30.41	31.97	33.59	35.29	37.08	38.95	40.91	42.98	45.16	47.44	49.84
80	28.26	29.68	31.19	32.76	34.42	36.17	38.00	39.93	41.94	44.06	46.29	48.63	51.09
81	28.95	30.41	31.97	33.59	35.29	37.08	38.95	40.91	42.98	45.16	47.44	49.84	52.36
82	29.68	31.19	32.76	34.42	36.17	38.00	39.93	41.94	44.06	46.29	48.63	51.09	53.68
83	30.41	31.97	33.59	35.29	37.08	38.95	40.91	42.98	45.16	47.44	49.84	52.36	55.02
84	31.19	32.76	34.42	36.17	38.00	39.93	41.94	44.06	46.29	48.63	51.09	53.68	56.40
85	31.97	33.59	35.29	37.08	38.95	40.91	42.98	45.16	47.44	49.84	52.36	55.02	57.81
86	32.76	34.42	36.17	38.00	39.93	41.94	44.06	46.29	48.63	51.09	53.68	56.40	59.25
87	33.59	35.29	37.08	38.95	40.91	42.98	45.16	47.44	49.84	52.36	55.02	57.81	60.74
88	34.42	36.17	38.00	39.93	41.94	44.06	46.29	48.63	51.09	53.68	56.40	59.25	62.26
89	35.29	37.08	38.95	40.91	42.98	45.16	47.44	49.84	52.36	55.02	57.81	60.74	63.81
90	36.17	38.00	39.93	41.94	44.06	46.29	48.63	51.09	53.68	56.40	59.25	62.26	65.40
91	37.08	38.95	40.91	42.98	45.16	47.44	49.84	52.36	55.02	57.81	60.74	63.81	67.03
92	38.00	39.93	41.94	44.06	46.29	48.63	51.09	53.68	56.40	59.25	62.26	65.40	68.72
93	38.95	40.91	42.98	45.16	47.44	49.84	52.36	55.02	57.81	60.74	63.81	67.03	70.44
94	39.93	41.94	44.06	46.29	48.63	51.09	53.68	56.40	59.25	62.26	65.40	68.72	72.20
95	40.91	42.98	45.16	47.44	49.84	52.36	55.02	57.81	60.74	63.81	67.03	70.44	74.01
96	41.94	44.06	46.29	48.63	51.09	53.68	56.40	59.25	62.26	65.40	68.72	72.20	75.86
97	42.98	45.16	47.44	49.84	52.36	55.02	57.81	60.74	63.81	67.03	70.44	74.01	77.76
98	44.06	46.29	48.63	51.09	53.68	56.40	59.25	62.26	65.40	68.72	72.20	75.86	79.70
99	45.16	47.44	49.84	52.36	55.02	57.81	60.74	63.81	67.03	70.44	74.01	77.76	81.69

\* Professional Growth

Revised: January 16, 2024

Longevity - Percentage of Base Salary:  
 10 years - 2%  
 15 years - 4%  
 20 years - 6%  
 25 years - 8%  
 30 years - 10%

**APPENDIX B****LISTING OF CLASSIFICATIONS****Classified Bargaining Unit Classifications****Instructional Support Services**

Athletic Trainer	83
Certified Occupational Therapy Assistant	87
Child Care Assistant	61
Educational Interpreter	81
Licensed Vocational Nurse/Special Education	80
Occupational Therapy Technician/Special Education	83
Paraeducator	64
Paraeducator/Band Specialist	73
Paraeducator/Bilingual	65
Paraeducator/Bilingual - Early Childhood Education/State Preschool	67
Paraeducator/Bilingual - Head Start	67
Paraeducator/Culinary Assistant	71
Paraeducator - Early Childhood Education/State Preschool	66
Paraeducator/Intervention & Enrichment	71
Paraeducator/Intervention & Enrichment/Bilingual	72
Paraeducator/Physical Education	69
Paraeducator/Special Education I	69
Paraeducator/Special Education II	73
Paraeducator/Special Education/Bilingual	71
Paraeducator/Technician	65
Paraeducator/Theatre Specialist	78
Paraeducator/Transitional Kinder	71
Special Education Applied Behavior Assistant	77
Special Education Health Technician	75
Speech/Language Pathologist Assistant	87

**Office Support Services**

Accounting Assistant	72
Accounting Specialist	80
Accounting Technician	76
Administrative Assistant	76
Administrative Assistant/Bilingual	77
Administrative Assistant/Charter School	77
Administrative Specialist	77
Benefits Specialist	83
Budget Technician	83
Buyer	80
Senior Buyer	85
Career Guidance Specialist	80
Central Lead Library Media Specialist	76
Certificated Personnel Operations Specialist	77
Classified Personnel Operations Specialist	77
Communications Specialist	92
Community Technician/Bilingual	72
Credentialing Technician	80
Data Assessment Specialist	83
Data Specialist	75

**Office Support Services - Continued**

School Site Monitor	61
Translator	73
Workers' Compensation Coordinator	85

**Maintenance and Operations**

Custodian I	71
Custodian II	74
Central Lead Custodian	76
Electronic Repair Technician	83
Groundskeeper I	72
Groundskeeper II	75
HVAC Technician	85
Lead Maintenance Worker	86
Maintenance Carpenter	83
Maintenance Electrician	85
Maintenance Locksmith	83
Maintenance Painter	83
Maintenance Plumber	85
Maintenance Worker	80
Metal Fabricator	85
Pool Maintenance Worker	73
Sprinkler System Specialist	78

**Security**

Campus Security Agent I	76
Campus Security Agent II	78
Patrol Agent	78

**Warehouse**

Warehouse Driver/Assistant	74
Warehouse Assistant	71

**Nutrition Services**

Caterer	64
Food Preparation Technician	64
Leadperson/Warehouse Nutrition	80
Nutrition Services Assistant	62
Nutrition Services Central Kitchen Specialist	68
Nutrition Services Site Operator	75
Nutrition Services Specialist	67

**Transportation**

Bus Driver	74
Bus Driver/Trainer	80
Transportation Dispatcher/Bilingual	81
Transportation Dispatcher	80
Transportation Specialist	86
Transportation Technician/Bilingual	85
Transportation Technician	84
Vehicle & Equipment Technician	85
Vehicle & Equipment Mechanic	83



**2021-24 Agreement between DSUSD and CSEA**

**July 1, 2023 Version of 2021-24 Contract Year**

Data Specialist/Bilingual	76	<b><u>Graphic Services</u></b>	
Data Technician	73	Offset & Digital Press Operator	75
District Translator	74	Graphics & Printing Specialist	82
Health Services Technician	70	Graphics & Printing Technician	73
Health Services Technician/Bilingual	71	Reprographics Assistant	70
Library Specialist	75	<b><u>Computer Support Services</u></b>	
Office Specialist	73	Cloud Support Technician	82
Office Specialist/Bilingual	74	Computer Specialist - Applications	86
Office Technician	70	Computer Specialist - Infrastructure	86
Office Technician/Bilingual	71	Computer System Assistant	83
Payroll Specialist	83	Information Technology Specialist	88
Personnel Recruitment & Examination Specialist	81	Information Technology Technician	83
Personnel Specialist/Bilingual	74	Network Specialist (Enterprise)	93
Purchasing Technician	75	Network Specialist (WAN/LAN)	93
Registrar	75	Student Information Specialist	86
Student Attendance Specialist	83	Programmer Analyst	98

*\*Revised: 03/2023*

## APPENDIX C

Palm Desert Charter Middle School Renewal Effects MOU

August 8, 2018

### **MEMORANDUM OF UNDERSTANDING (MOU) PALM DESERT CHARTER MIDDLE SCHOOL RENEWAL EFFECTS**

**BETWEEN  
DESERT SANDS UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 106**

Pursuant to a mutually-agreed upon negotiations between the Desert Sands Unified School District ("District") and the California School Employees Association and its Chapter 106 ("CSEA") (collectively "Parties") the following Memorandum of Understanding (MOU) is in regards to effects associated with the charter renewal of Palm Desert Charter Middle School, which expires on June 30, 2018. As a result of the Parties' negotiations over this topic, CSEA and the District have agreed to the following:

1. The Parties affirm and confirm that all non-management classified employees at Palm Desert Charter Middle School (PDCMS) are Desert Sands Unified School District employees. The Parties also affirm and confirm that Desert Sands USD is the employer of all classified employees at PDCMS, subject to the rules and regulations of the Public Employment Relations Board ("PERB").
2. In addition, the Parties affirm and confirm that the collective bargaining agreement (i.e. the "contract" or "CBA") between Desert Sands USD and CSEA and its Chapter 106 shall be applicable and apply to all non-management classified employees at PDCMS provided CSEA remains the exclusive representative for all non-management classified employees at PDCMS. Similarly, the Parties affirm and confirm that all past practices in place in the District related to topics within the scope of representation shall be applicable to all non-management classified employees at PDCMS. Furthermore, the Parties' affirm and confirm that CSEA is exclusive representative (i.e. the union) for all classified employees at PDCMS, subject to the rules and regulations of PERB.
3. In addition, the Parties confirm and affirm that all non-merit sections of the California Education Code related to non-management classified employees are applicable to all classified employees at PDCMS.
4. Variances related specifically to the operations of PDCMS impacting topics within the scope of representation and/or to the provisions of the Parties' collective bargaining agreement shall be negotiated as either a supplement to this MOU, or as a modification to the Parties' current collective bargaining agreement. The District and CSEA shall both retain the right to forward variations and/or modifications to this MOU or to the Parties' contract to the bargaining table for negotiations at times mutually agreeable to the District and CSEA.

**APPENDIX C**  
(Continued)

Palm Desert Charter Middle School Renewal Effects MOU

August 8, 2018

5. This MOU shall be placed into the appendixes of the Parties' CBA. This Memorandum of Understanding is subject to review under CSEA's policy 610, and review and approval by the Desert Sands USD Board of Education.

////////////////////

Agreed to this 8<sup>th</sup> day of August 2018 at La Quinta, California.

**For Desert Sands USD**

Donna Salazar  
Janice  
[Signature]  
Bohannon  
12/10/18  
\_\_\_\_\_  
\_\_\_\_\_

**For CSEA and its Chapter 106**

Debra Canero  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Sharon McCatlin  
Dale M.  
A. Pava

## APPENDIX D

### **MEMORANDUM OF UNDERSTANDING NEW EMPLOYEE ORIENTATION AND DATA**

#### **DESERT SANDS UNIFIED SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 106**

This Memorandum of Understanding between the Desert Sands Unified School District (“District”) and the California School Employees Association and its Chapter 106 (“CSEA”) is entered into due to the passage of AB 119, which adds sections 3555-3559 to the California Government Code and amends the Public Records Act in Government Code Section 6254.3. In light of the requirements provided for under AB 119, CSEA and the District agree to the following:

#### **A. DEFINITIONS**

1. “New Employee Orientation” means the onboarding process of a newly-hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters.
2. “Newly hired employee” or “new hire” means any employee, whether full-time, or part-time, hired by the District into the classified bargaining unit represented by CSEA who is still employed as of the date of the new employee orientation.
3. “Interest arbitration” means a process whereby an employer and an exclusive representative submit a dispute concerning the terms of access to new employee orientations for resolution to a third-party arbitrator who is then authorized to approve either party’s proposal in its entirety, to approve a proposal using both the employer’s and exclusive representative’s final proposals, or to modify the proposals by the parties.

#### **B. NEW EMPLOYEE ORIENTATION**

1. **Notice of New Employee Orientation** - The District shall provide CSEA access to its new employee orientations for bargaining unit members. New employee group orientation shall be scheduled at least once per month, except where no new unit members have been hired. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. The orientation shall be held on District property during the workday, and the employees shall be on paid time. During these new employee group orientations, in addition to the Chapter President, CSEA shall have thirty (30) minutes of paid release time per year for one CSEA representative for training purposes during an orientation session. The CSEA Labor Relations Representative may also attend any new employee orientation session. CSEA shall provide the District with the names and contact information (email and cell phone number) of the designated CSEA representatives.
2. **CSEA Orientation Materials** – The District shall include the CSEA membership application, and a CSEA-provided link for an electronic application, in any employee orientation packet of District materials provided to any newly-hired employee. CSEA shall

## APPENDIX D

(Continued)

provide copies of the CSEA membership application to the District for distribution as part of the orientation packet for newly-hired employees. The District shall provide each current employee and each new employee with a copy of the Classified Collective Bargaining Agreement.

### **C. NEW EMPLOYEE INFORMATION AND BARGAINING UNIT INFORMATION**

1. **District Notice to CSEA of New Hires** – Subject to any legal constraints, the District shall provide CSEA notice of any newly-hired employee within thirty (30) days of date of hire, via an electronic mail, including the following basic information: full legal name, date of hire, classification, and site of newly-hired bargaining unit employee. 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 in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month. In addition, the District shall provide CSEA with comprehensive contact information of newly hired employees within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later, in the following form with each field in its own column:
  - a. First Name
  - b. Middle Initial
  - c. Last Name
  - d. Suffix (e.g. "Jr." "III")
  - e. Job Title/Classification
  - f. Range and Step Placement
  - g. Department
  - h. Primary worksite name
  - i. Work telephone number
  - j. Home street address (including apartment number or suite if applicable)
  - k. City
  - l. State
  - m. Zip Code
  - n. Home telephone number on file with the Employer
  - o. Cell phone number on file with the Employer
  - p. Email address of the employee on file with the Employer
  - q. Last 4 digits of the social security number
  - r. CalPERS status (member or non-member)
  - s. Hire Date
  
2. **Periodic Update of Bargaining Unit Member Information:** Subject to any legal constraints, the District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. This contact information shall also include the same information listed above in paragraph C(1) with each field listed in its own column. The information will be provided to CSEA electronically via a secure FTP site or service provided for by CSEA.

**APPENDIX D**  
(Continued)

**D. APPLICABILITY, EFFECT, AND ENFORCEMENT OF AGREEMENT**

1. **Term:** This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020, and shall be automatically renewed from year to year unless either party serves written notice upon the other 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 occur, the provisions of this Agreement shall remain in full force and effect until the negotiation of a new Agreement is completed.
2. **Interest Arbitration:** In the event an agreement is not reached within sixty days after the demand to negotiate, either party can make a demand for interest arbitration. In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of five names be submitted to both parties by the California State Conciliation and Mediation Service. Within ten days of receiving the list, the Association shall either meet with the District's representative or telephone the District's representative to select an arbitrator. The parties shall alternately delete from the list until one name remains, and said last named shall be selected as the arbitrator. Within fifteen days of selecting the arbitrator, the Parties shall exchange a list of five common hearing dates, which shall be forwarded to the arbitrator as potential hearing dates.
3. **Savings Clause:** If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.
4. **Violations of Agreement:** Disputes regarding perceived violations of this agreement shall be handled through the grievance process as outlined in the Collective Bargaining Agreement between the District and CSEA.
5. **Applicability of MOU:** The Parties agree that this MOU shall not create any binding past practice beyond that contemplated in this MOU. This MOU does not modify or amend any current contract language. In addition, this MOU is subject to review under CSEA's Policy 610, and review and approval by the Desert Sands Unified School District Board of Education.

////////////////////////////////////

Executed this day October 31, 2017 at La Quinta, California.

**FOR DESERT SANDS USD**

*Tony L. Siz*  
\_\_\_\_\_  
*Lyte Hill*  
\_\_\_\_\_  
*Sam M...*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Anderson*  
\_\_\_\_\_  
*DROA*  
\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FOR CSEA and its CHAPTER #106**

*Debra Capone*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_