

Agreement Between
Palisades Charter High School
And
**Palisades Educational Support
Personnel United**

July 1, 2007

To

June 30, 2010

Amended
To
June 2012

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AGREEMENT

THIS AGREEMENT is made and entered into the date executed by and between the Board of Directors of the Palisades Charter High School, which together with its administrative staff and representatives will be referred to in this Agreement as “PCHS” or the “School,” and the Palisades Educational Support Personnel United/CTA/NEA, United, which together with its officers and representatives will be referred to in this Agreement as “PESPU” or the “Association.”

ARTICLE 1

RECOGNITION

The Unit: Pursuant to PERB Case No. LA-RR-1139E, the School acknowledges that PESPU has been certified as the exclusive representative of a bargaining unit comprised of those regular classified employees in probationary and permanent status employed in the classes as noted in Appendix C.

ARTICLE 2

SEPARABILITY AND SAVINGS

- 2.1 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 2.2 In the event of any such invalidation of any provision of this Agreement, the parties agree to meet and negotiate within thirty (30) days of such invalidation for the purpose of arriving at a satisfactory replacement for such provision.

ARTICLE 3
SCHOOL RIGHTS

- 3.1 General: The intention of this Article is to provide that the School retains all rights and powers which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of the School beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of PESPU or the employees as provided in the other Articles of this Agreement. In the event that there is a conflict between the rights of the School under this Article and the rights of PESPU or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.
- 3.2 School Rights: It is agreed that all matters which are beyond the scope of negotiations under Government Code Section 3543.2, and also all rights which are not limited by the terms of this Agreement are retained by the School. Such retained rights include, but are not limited to, the right to determine the following matters:
- a. The legal, operational, geographical, and organizational structure of the School, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.
 - b. The financial structure of the School, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement.
 - c. The acquisition, disposition, number, location, types and utilization of all School properties and equipment, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the type of personnel, work, services, and activity functions assigned to such properties.
 - d. All services to be rendered to the public and to School personnel in support of the services rendered to the public, the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, subject only to Code restrictions upon same.

- e. The utilization of personnel not covered by this Agreement, including but not limited to consultants and personnel occupying positions listed as “excluded” in Article 1 (Recognition), to do work on a non-regular and limited basis which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel.
- f. The educational policies, procedures, objectives, goals and programs, including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extra-curricular activities, and emergency situations; and the substantive and procedural rights and obligations of students, parents, employees and the public with respect to such matters.
- g. The selection, classification, direction, promotion, demotion, discipline, termination and retirement of all personnel of the School subject only to applicable law and this Agreement; equal employment policies; the assignment of employees to any facilities, classrooms, functions, activities, departments, tasks, or equipment; the staffing levels, work loads, and the number of employees; and the determination as to whether, when and where there is a job opening.
- h. The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented during the term of the Agreement.
- i. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to Article 10 (Evaluation Procedures).
- j. The dates, times, and hours of operation of School facilities, functions, and activities; work schedules; school calendar; the assignment of paid duty days beyond the regular assigned duty year; the assignment of overtime; subject only to Hours and Overtime and Holidays.
- k. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters subject only to the Agreement’s provisions for Safety Conditions.
- l. The rules, regulations and policies for all employees, students, and the public, subject only to the express limitations contained in this Agreement.
- m. All other rights of the School not expressly limited by the language of this Agreement are also expressly reserved to the School even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the School's rights. The exercise of any right reserved to the School in a particular manner or the non-exercise of any such right shall not

be deemed a waiver of the School's right or preclude the School from exercising the right in a different manner.

- 3.3 Effect on Grievance Procedure: The contractual rights of PESPU and the employees are set forth in the other Articles of this Agreement and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article. However, nothing in this Article shall prevent the filing of grievances under Articles of this Agreement which have not been excluded from the grievance procedure.
- 3.4 The School and PESPU agree that it is the obligation of the School in staffing School positions to comply with all applicable legal requirements.

ARTICLE 4

PESPU RIGHTS

- 4.1 Access: Consistent with legal requirements, any authorized PESPU representative shall have the right of reasonable access to School facilities including employee mailboxes for the purpose of contacting employees and transacting matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and estimated length of visit. The representative may contact employees during duty free lunch periods, before and after employee hours of service, or when the employee is not engaged in duties. The representative shall not interrupt any employee's duties or assignments.
- 4.2 Bulletin Boards: PESPU shall have the right to post notices of official PESPU matters on a designated bulletin board or a section of a designated bulletin board established for PESPU's exclusive use at each work site where employees are assigned.
- 4.3 Released Time for Negotiations: No more than three (3) negotiating team employee representatives designated by PESPU shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the School pursuant to this Agreement. PESPU and the School may agree that additional employees shall receive such released time.
- 4.4 List of Employees: PESPU shall be provided quarterly a current list of names, employee numbers, classifications, addresses, and work locations of all employees covered by this Agreement.
- 4.5 Upon reasonable notice, PESPU shall have the right to review an employee's Personnel File when accompanied by the employee or on presentation of written authorization signed by the employee.
- 4.6 The School agrees to provide to new regular employees in the unit at the time they are processed, materials containing accurate information about PESPU, which materials PESPU furnishes to the School for such dissemination. Any dissemination of such materials must be approved by the Office of the Executive Director.
- 4.7 PESPU State Officers: An excused absence shall be provided for up to two (2) Unit members who hold PESPU state office, not to exceed five (5) days per year each where their attendance is required, provided PESPU reimburses the School for the cost of the attendee's salary and benefits.
- 4.8 Use of School Facilities: Upon reasonable notice by PESPU to the School, PESPU shall have the right to reasonable use, without charge, of School facilities to meet with off-duty Unit employees at the site. Authorization for facilities use shall be obtained in advance through the appropriate site administrator or designee.

PESPU may use School facilities as described above provided all of the following conditions are met:

- a. The facility is used during a time when School staff is on duty to open and close the facility without incurring additional cost to the School, i.e., no overtime is required;
- b. PESPU returns the facility to the same condition as they found it prior to use, e.g., chairs and tables moved to their original place, no additional clean-up is required; and
- c. There is no interference with other activities or scheduled events.

4.9 Attendance at School Meetings or Committees: If School Governance and/or committee meetings are held within the work day, the Association shall have the right to send one (1) representative at no loss of pay to the employee to attend any such meetings. Additionally, attendance by unit members at other school meetings is welcomed and encouraged but must be coordinated with and approved by the employee's immediate supervisor.

4.9.1 When PESPU is invited to send an employee participant to a School-sponsored committee or meeting, one designated employee shall be given reasonable released time to attend.

4.9.2 The supervisor and the employee are expected, where practical, to modify the employee's work schedule so as to minimize the amount of released time required for attendance. Expenses of attending any of the foregoing meetings shall be borne by PESPU or the employee. Employees are expected to return to work after attendance, if practical.

4.9.3 The parties understand that the immediate needs of a particular work group or area may, at any given time, prevent the release of a particular employee, in which case PESPU will be advised and may designate another employee to attend.

4.10 Use of Volunteers: The parties agree to the value of local school flexibility to utilize volunteers. However, PCHS shall not enter into any agreements or arrangements which directly cause the layoff by the School of permanent or probationary employees.

4.11 School Contracting Out: There shall be no contracting out which displaces unit work during the term of this Agreement except as may be allowed by law or agreed to between the parties or when PCHS must temporarily (60 days or less) contract additional services.

4.12 School Calendar(s): In the Spring of each year during the term of this Agreement, the School shall provide to PESPU a copy of the draft school calendar(s) developed for discussions with the representative of the School's teachers. PESPU shall have the

opportunity to provide comment to the School on the calendar(s) prior to the School's formal calendar discussions with the teachers' representatives.

ARTICLE 5
GRIEVANCE PROCEDURE

- 5.1 Grievance and Parties Defined: A grievance is defined as a claim that the School has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as so defined may be filed by:
- a. An employee;
 - b. PESPU on behalf of an identified employee(s); or
 - c. PESPU on its own behalf as to alleged violations of rights granted to PESPU in this Agreement.
- 5.1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure, including but not limited to those matters for which other methods of adjustment are provided by the School, such as reductions in force; examination procedures, results and references; performance evaluations; disciplinary matters; and complaints by one employee about another. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement. Claimed violations of Article 7 (Non-Discrimination) may be processed through Steps One and Two only of this grievance procedure.
- 5.1.2 The respondent in any grievance shall be the School itself rather than any individual supervisor or administrator.
- 5.1.3 If the same grievance or essentially the same grievance is filed by more than one employee, then one employee may process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the other pending grievances.
- 5.1.4 The filing or pendency of a grievance shall not delay or interfere with implementation of any School action during the processing thereof unless the parties agree to the contrary.
- 5.1.5 Processing and discussing the merits of a grievance shall not be considered a waiver by the School of the defense that the matter is neither grievable nor subject to arbitration under this Agreement or that the grievance should be denied for other reasons which do not go to the merits. Notwithstanding the foregoing, any issue of arbitrability which the School learns of prior to Step Three of the grievance process and which the School intends to raise in response to the grievance, shall be raised with PESPU no later than at the termination of Step Three.

- 5.2 Representation of Rights in the Grievance Procedure: If a supervisor or an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting his/her responsibility under these procedures and no mutual agreement has been reached for a time extension, the School shall designate a representative to assume this responsibility. The grievant must be present at each step of the grievance procedures unless excused by the School.
- 5.2.1 At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a PESPU representative. A grievant shall also be entitled to represent himself or herself. The supervisor and/or administrator shall have the right to be accompanied by another supervisor and/or administrator or School representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.
- 5.2.2 When a grievant is not represented by PESPU the School shall not agree to a final resolution of the grievance until PESPU has received a copy of the grievance, been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter, provided, however, that the grievance may be withdrawn by the grievant at any time which shall terminate the grievance procedure.
- 5.3 Released Time for Employees: Grievance meetings and hearings will be scheduled by the School at mutually convenient times and places during School business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time without loss of salary, will be provided to the grievant, PESPU Representative (if serving as the employee's representative) and to any witness who attends by mutual agreement. Any grievance meetings scheduled outside the employee's duty hours shall be held immediately preceding or following the employee's shift, except that grievance meetings scheduled following completion of an employee's shift may be held at a time to allow the employee adequate time to travel to the meeting on non-duty hours. Employees required to travel to meetings or hearings pursuant to this section shall receive mileage reimbursement.
- 5.4 Confidentiality: From the time a grievance is filed until it is finally resolved, neither PESPU, the School, nor the grievant shall publicly disclose or discuss the grievance or evidence regarding the grievance (e.g., specific facts, positions of the parties, merits, etc.) This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing or internal communication by PESPU or the School for the purpose of evaluating, pursuing or resolving grievances. Moreover, nothing in this provision shall prohibit the internal disclosure by either the School or PESPU of the general fact that a grievance has been filed regarding a particular contractual dispute and that the parties are utilizing the grievance process in an attempt to resolve that dispute.

- 5.5 Effect of Time Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the School fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.
- 5.6 “Day” Defined: A "day" for purposes of this Article is defined as any day of the calendar year the School is open for business.
- 5.7 Required Informal Discussion: Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discussing the grievance with the supervisor. The written grievance must be filed within the time limits required under Step One whether or not the grievant is able to utilize these informal efforts.
- 5.8 Step One: Within fifteen (15) days, as defined in Section 5.6, after the grievant or PESPU knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor on the School Grievance Procedure Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. The form shall be signed and dated by the grievant. A meeting between the grievant and the immediate supervisor shall take place within five (5) days from presentation of the grievance, and the supervisor shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting.
- 5.8.1 If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority.
- 5.9 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the written grievance to the Principal or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter and the administrator shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting.
- 5.10 Step Three: If the grievance is not resolved in Step Two, the grievant may, within five (5) days after the termination of Step Two, present the written grievance to the Executive Director or designee. If, at his or her discretion, the Executive Director or designee desires, a meeting may take place within five (5) days from receipt of the grievance. The Executive Director or designee shall reply in writing to the grievance within five (5) days

after the meeting or, if no meeting is held, within five (5) days after receipt of the grievance. Unless there is a mutually written agreement to the contrary, Step Three shall terminate at the close of business on the ninth (9th) day following the Step Three meeting, or if no meeting is held, on the fourteenth (14th) day following receipt of the grievance.

If the grievance is not resolved in Step Three, the parties shall present the matter to a mediator as assigned by the California Office of State Mediation and Conciliation Services.

- 5.11 Request for Arbitration: If PESPU is not satisfied with the decision following mediation attempts, PESPU with the concurrence of the grievant, may submit the matter for arbitration. This request must be made within five (5) days after the termination of the mediation process.
- 5.12 Arbitration: Within thirty (30) days from the date the request for an Arbitrator is received by the Executive Director, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an Arbitrator. The Arbitrator may be jointly agreed upon by the parties or as assigned by the California Office of State Mediation and Conciliation Services.

The School and PESPU shall each pay one-half of the fees of the Arbitrator. Each party shall bear the expense of the presentation of its own case.

- 5.12.1 The hearing shall be under the direction of the Arbitrator who shall conduct all matters in accordance with the rules and procedures prescribed in Section 11513 of the Government Code except as otherwise indicated in this Article. Arbitration hearings shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.
- 5.12.2 The School shall be responsible for the arrangements for the hearing, the maintenance of records, and such other services required by the Arbitrator for the fulfillment of the arbitrator's responsibilities.
- 5.12.3 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing.
- 5.12.4 Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.
- 5.13 Limitations Upon the Arbitrator: The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition or detracting) of the terms of this Agreement. The

Arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant.

- 5.14 Effect of Arbitration Award: The Arbitrator's decision shall be final and binding upon the grievant(s), the School and PESPU. The California law on final and binding arbitration awards between a School and an employee organization shall be applicable to such a decision.
- 5.14.1 Except as provided above, a final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), the School and PESPU in any subsequent proceedings, including disciplinary and termination proceedings.
- 5.14.2 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees' and PESPU's sole and final remedy for any claimed breach of this Agreement.
- 5.15 Expenses: All fees and expenses of the Arbitrator shall be shared equally by PESPU and the School. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.
- 5.16 Grievance Files: The School shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so. Grievance documents, including arbitration awards, shall never be placed in an employee's examination folder except that any evaluation which is sustained through the grievance procedure may be placed in the employee's examination folder.

ARTICLE 6

WORK STOPPAGE

- 6.1 No Strikes: Apart from and in addition to any existing legal restrictions upon and remedies for work stoppage, PESPU agrees to the following:
- a. During the term of this Agreement, neither PESPU nor its respective offices or representatives shall urge, call, sanction or engage in any work stoppage, slowdown, or other concerted interference with normal School operations for any cause whatsoever. In the event of any actual or threatened strike, slowdown, or other work stoppage, PESPU and its officers, representatives and affiliates shall take all reasonable steps within their control to avert or end the same; and
 - b. Any employee engaging in any strike, slowdown, or other work stoppage may be subjected to discipline or termination under applicable law.
- 6.2 No Lockouts: The School agrees that it shall not engage in a lockout of unit members during the term of this Agreement. The term "lockout" is intended to cover a situation where the employer refuses to permit employees to work in an effort to obtain bargaining concessions from PESPU.
- 6.3 Disputes arising under this Article are to be handled according to appropriate legal proceedings rather than the grievance and/or arbitration procedures of this contract.

ARTICLE 7

NON-DISCRIMINATION

- 7.1 Pursuant to applicable Federal and State laws, the School and PESPU agree not to discriminate against any employee based upon race, color, creed, national origin, sex, sexual orientation, age, physical disability, marital status, participation in protected union activity, or any other basis protected by law.
- 7.2 Claimed violations of this Article may be grieved under the Grievance Article (but not beyond Step Two of the grievance procedure). An employee may also pursue his/her claim through appropriate statutory and/or School procedures. Alternatively, an employee may utilize appropriate statutory and/or School procedures without first filing a grievance or processing a claim.

ARTICLE 8

UNION SECURITY AND DUES DEDUCTION

- 8.1 Voluntary Authorization: The School shall deduct PESPU membership dues ten (10) times per year in the amount specified by PESPU from the salary of each employee who has submitted a written authorization.
- 8.2 Remittance to PESPU: A deposit approximating the amount of dues so deducted shall be remitted to PESPU on payday, and the reconciled amount will be supplied to PESPU within thirty (30) days after the deductions are made, together with a list of affected employees.
- 8.3 Dues Deductions: In instances where a dues deduction is not taken from an employee who has a valid authorization form on file, the missed deduction(s) will be taken from a subsequent salary payment and remitted to PESPU.

A dues deduction may only be revoked by an employee in writing during the thirty (30) day period commencing 90 days before the expiration of the Agreement and/or upon expiration of the Agreement. The dues deduction shall automatically terminate if an employee terminates employment or otherwise ceases to be a member of the bargaining unit.

- 8.4 Agency Fee Obligation: Those employees who are currently members of PESPU, and who have a dues deduction in effect, shall continue to have such dues deducted from their salary payments. Each employee (as defined in this Agreement) after thirty (30) days of initial employment, is required as a condition of continued employment either: (a) to be a member in good standing of PESPU, or (b) to satisfy the agency fee financial obligations set forth in Section 8.4.1 below, unless qualified for religious exemption as set forth in Section 8.4.2 below.

8.4.1 Unless the employee has (a) voluntarily submitted to the School an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to PESPU as evidenced by notice of same by PESPU to the School, or (c) qualified for exemption based upon religious grounds as provided in Section 8.4.2 below, the School shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to PESPU. The amount of agency fee to be charged shall be determined by PESPU subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, initiation fee and general assessments applicable to PESPU members. As to non-members who object to PESPU spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of agency fee charged shall not reflect expenditures which the courts or PERB had determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent provided by law, shall not reflect expenditures for

certain aspects of lobbying, ballot measures, publications, organizing and litigation. PESPU shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge PESPU's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to provide any contractual terms or enforcement procedures under this Agreement. The School will promptly remit to PESPU all monies deducted, accompanied by a list of employees for whom such deductions have been made.

8.4.2 Religious Exemption from Agency Fee Obligations:

- a. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay in lieu thereof (by means of mandatory payroll deduction) an amount equal to the agency fee, to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as designated by the employee. Board of Education approved examples of such organizations are:

American Red Cross
American Cancer Society
United Way

- b. To qualify for the religious exemption, the employee must provide to the School, with a copy to PESPU, a written statement of objection, along with verifiable evidence of membership in a religious body as described in a. above.
- c. An employee utilizing this religious exemption status who requests PESPU to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by PESPU for the reasonable cost of using such procedures.

8.4.3 Implementation Dates: Any of the above-described payment obligations applicable to employees shall be processed by the School with the payroll immediately following the effective date of the payment requirement, provided that the information is on file with the Payroll Services Branch by the deadline for filing time reports.

8.4.4 Indemnity/Hold-Harmless: PESPU agrees to indemnify and hold the School harmless against any and all liabilities (including reasonable and necessary costs

of litigation) arising from any and all claims, demands, suits, or other actions relating to the School's compliance or attempted compliance with either this Article or the requests of PESPU pursuant to this Article, or relating to the conduct of PESPU in administering this Article. PESPU shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall School funds be involved in any remedy relating to this Article.

Any underpayments to PESPU resulting from the School's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s).

Any overpayments to PESPU resulting from excessive deductions shall be remedied either by refund from PESPU to the affected employee(s) or by a credit against future payments by the affected employee(s).

- 8.4.5 The School will furnish any information needed by PESPU to fulfill the provisions of this Article.

ARTICLE 9
HOURS AND OVERTIME

9.1 General Provisions:

- 9.1.1 The workyear of employees shall be determined in accordance with assignment bases.
- 9.1.2 The workweek of employees shall normally be Monday through Friday, provided, however, that the School may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of the School.
- 9.1.3 Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, or a thirty-five (35) hour workweek of seven (7) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be established at the discretion of the School to meet the operational needs of the School in a manner consistent with applicable law, provided, however, that nothing contained herein shall be construed as a guarantee by the School of a certain number of paid hours per day or days per week.
- 9.1.4 For the purpose of computing overtime hours worked, only time actually worked by the employee shall be considered.

9.2 Overtime

- 9.2.1 To the extent practicable, the School shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit, or work group with consideration given to School need and employee availability in making the distribution. Each office, operational unit, or work group shall maintain a list of employees by classification who have made a request in writing for overtime assignments. The order of placement on the list shall be based upon the order in which the supervisor received the written request. Where there are insufficient or no written requests, upon reasonable notice, an employee shall be required to work overtime as needed. Reasonable notice shall be deemed to be no less than twenty-four hours in advance except in cases of emergency or when necessary to meet unanticipated peak work loads. In any event, the School will make reasonable efforts to provide as much advance notification as possible when it becomes apparent that overtime work may be required.
- 9.2.2 Employees assigned to a workday of seven (7) hours or more and a workweek of thirty-five (35) hours or more shall receive compensation at a rate equal to one and one-half (1-½) times the regular rate of pay, or shall be provided compensatory time off in a manner consistent with applicable State and Federal

laws at the rate of one and one-half (1-½) times the hours worked, for work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any calendar week. Earned compensatory time off shall be scheduled in a manner consistent with State and Federal laws.

9.2.3 Regardless an employee's assigned average workday and workweek, overtime shall only be paid for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week. Earned compensatory time off shall be scheduled in a manner consistent with State and Federal laws.

9.2.4 When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at the rate of one and one-half (1-½) times the regular rate of pay for actual hours worked.

9.2.5 For any compensatory time-off earned pursuant to this Article, the School shall, within twelve months from the date it is earned, or earlier if required by law, either pay the employee or allow time off at the appropriate rate.

9.3 Meal Period: Employees who are assigned for duty for at least five (5) hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal period. The meal period shall be scheduled by the appropriate administrator at any time other than during the first or last hour of the assignment, but whenever practicable it shall be scheduled at approximately the half-way point of the work schedule. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay or compensatory time off in a manner consistent with applicable State and Federal laws.

9.4 Rest Period: Employees assigned six (6) hours or more per day shall be granted one paid rest period of twenty (20) minutes or two rest periods of ten (10) minutes. Employees assigned for four (4) hours or more but less than six (6) hours per day shall be granted one rest period of ten (10) minutes. The rest period shall be scheduled by the appropriate administrator for mid-morning and/or mid-afternoon but not during the first or last hour of the assignment. The rest period shall not be used to shorten the workday.

9.5 Call-Back Time: Employees who are called back to work outside their regular work hours shall be guaranteed a minimum of two (2) hours pay or compensatory time off at the appropriate rate in a manner consistent with applicable State and Federal laws. No employee shall be required to "stand-by" to be available to return to work after completion of the employee's regularly scheduled work hours.

9.6 Summer Assignments: Summer assignments to employees not regularly so assigned shall be made as soon as practicable. Selection for summer assignments shall be made in the following order:

- a. Ten-month regular clerical employees in the same or related classes who are selected by the school principal;
- b. Ten-month regular clerical employees who are qualified and have applied;
- c. Previously assigned clerical substitutes;
- d. Available persons on clerical eligibility lists; and

9.6.1 When an employee accepts a summer assignment, he/she must complete that assignment for its entire summer program period and should not request vacation or to be changed from one assignment to another. Exceptions may be made at the sole discretion of the School.

9.7 Work Schedule Changes: A change in work schedule is defined as a modification of a unit employee's start and stop time, without a change in number of daily assigned hours. Should there be a scheduled change, the immediate supervisor shall first hold a meeting to discuss any impacts or potential hardships resulting from such change.

- a. The work schedule may be changed under the following circumstances:
 - 1) when mutually agreed to by the employee and the employee's supervisor;
or
 - 2) in an emergency; ("Emergency" means any situation affecting the instructional program and/or the administration of the School which could not be reasonably anticipated); or
 - 3) when the employee is given a minimum of fourteen (14) calendar days notice prior to the effective date of a change in work schedule.
- b. The employee's immediate supervisor shall, if so requested, discuss any problems affecting the implementation of work schedule changes with the employee.
- c. Employees shall be entitled to a temporary exemption from a change in work schedule if all of the following conditions are met:
 - 1) The employee verifies enrollment in a course in an institution of higher education where classes have begun and the time of the class conflicts with the proposed work hours.

- 2) The course cannot be rescheduled at a time compatible with the proposed work hours.
- 3) The temporary exemption does not adversely affect other employees in the work group and the School operations can continue as required without the payment of overtime.
- 4) Any temporary exemption granted will end upon completion of or withdrawal from the course.

9.8 Employees shall be compensated for all hours worked in accordance with this Agreement and applicable law, including work performed during otherwise unpaid, duty-free meal periods and work performed before and after assigned hours.

ARTICLE 10
EVALUATION PROCEDURE

- 10.1 Schedule: Employees shall be evaluated in accordance with the following schedule:
- a. Probationary employees shall be given performance evaluations no less than twice during their probationary period. The probationary period for unit members at PCHS shall be one (1) year of continuous service. However, if during the probationary period any items on the evaluation form are rated unsatisfactory, then the employee may be evaluated every month during the remainder of the probationary period. Failure to evaluate an employee shall not impact the School's right to reject an employee during the probationary period.
 - b. Permanent employees shall be given performance evaluations at least once every year.
- 10.2 Procedure to be Followed: Performance evaluation reports shall be made on forms prescribed by the School or may be done by separate memorandum.
- 10.2.1 Evaluations shall be based on observations or knowledge, and not upon unsubstantiated charges or rumors. In completing the evaluation, the evaluator shall consider the employee's performance over the entire evaluation period. In evaluating the quality and/or quantity of an employee's work, the supervisor shall also consider employee workload and the extent to which established priorities of work assignments are met. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials.
- 10.2.2 The evaluator shall be at a supervisory level or higher, and where applicable, shall consult with the staff person (outside of the bargaining unit) responsible for directing the employee's work. The evaluator shall discuss the written performance evaluation report with the employee. Both the evaluator and the employee will sign the evaluation. Signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at his/her option. Copies of the evaluation together with any attachments will then be distributed as follows: one copy to the employee; and one copy to the evaluator.
- 10.2.3 If any category on the performance report is rated lower than "meets standards," the following will be included on the evaluation:
- (a) statement of the problem or concern,
 - (b) the desired improvement,

- (c) suggestions as to how to improve, and
- (d) provisions for assisting the employee.

10.2.4 Before an employee can be rated as lower than “meets standards” on overall work performance solely due to excessive absences, the School must have met with the employee to discuss the reason for absence, and the supervisor must have warned the employee that the absences are being considered excessive.

10.2.5 If an evaluator rates an employee’s overall performance as lower than “meets standards,” for reasons other than those that are set forth in 10.2.4 above, the evaluator shall note on the evaluation whether or not the employee has been previously advised of the specific deficiencies which form the basis for that lower than “meets standards” rating, and if the employee was not previously so advised, then the evaluator shall note why not.

Actions inconsistent with this Section may form the basis of an appeal pursuant to Section 10.3 of this Article, but shall not otherwise be challengeable by the employee or the Association.

10.3 Appeal: If the employee disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the Executive Director or designee within ten (10) working days of receipt of the evaluation. A meeting may take place within five (5) working days from receipt of the appeal if the employee so requests. The employee may be represented in this meeting by PESPU if the employee so desires. The reviewer shall reply in writing to the employee within ten (10) working days after the meeting, or if no meeting is held, within ten (10) working days after receipt of the written appeal. The decision of the reviewer shall be final.

10.3.1 No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the School, nor shall it contest the judgment of the evaluator. Grievances concerning evaluations filed under Article 5 (Grievance Procedure) shall be limited to a claim that the procedures of this Article have not been followed.

10.4 Private Consultation: Discussions between a Unit employee and School supervision concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this Section, "privately" means either a private location, or a location which may be in public view but is not within earshot of other employees. Supervisors and employees shall be expected to interact with each other in a respectful and professional manner.

ARTICLE 11
LEAVES OF ABSENCE

- 11.1 “Leaves of Absence” Defined: Probationary and permanent employees shall be eligible for certain paid and unpaid leaves of absence. A leave is an authorized absence from a job classification granted to probationary or permanent employees, for a specified purpose and period of time, with the right to return to active service unless the employee’s service would otherwise have been terminated. Leaves are either “permissive” or “mandatory.” As to permissive leaves, the term “may” is used and the School retains discretion as to whether they are to be granted, and as to the starting and ending dates of the leave. As to mandatory leaves, the term “shall” is used and the School has no discretion as to whether the leave is to be granted to a qualified employee.
- 11.2 Rights Upon Return: A bargaining unit member returning from a leave of ninety (90) days or less will be returned to his/her previous position from which the leave was taken. Consistent with legal requirements, any bargaining unit member returning from a leave of more than ninety (90) days will have return rights to a position in his/her classification.
- 11.3 Restrictions: An unpaid leave of absence may not be converted to a paid leave of absence, except in the case of pregnancy disability as provided in this Article.
- 11.4 Applications: Applications for permissive leaves of absence must be submitted on or before the dates established by this Article. Exceptions may be made in the sole discretion of the School.
- 11.5 Notification Requirements:
- 11.5.1 Unless otherwise provided in this Article, an employee must make every reasonable effort to contact and notify the appropriate supervisor, administrator or designee the working day prior to the beginning of an absence, but notification should not be later than the employee’s first working hour of the first day of absence. Unless such notice is given, failure to return to work after the fifth consecutive working day of absence may be considered as being absent without leave and subject to termination of employment.
- 11.5.2 All employees returning to service must notify the appropriate supervisor, administrator or designee at least one hour before the end of the regular working day prior to the day of anticipated return. If such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be paid for that day.
- 11.6 Cancellation or Early Return From Leave: A request by an employee for cancellation of or early return from a leave once commenced or for cancellation of a request for a leave shall be granted unless there are no vacancies in the job classification. Exceptions may be made in the sole discretion of the School.

11.7 Expiration of Leave: Except in the case of illness or industrial injury/illness leave, or as otherwise provided in this Article, twenty (20) days before the expiration of a leave for ninety (90) days or more, or five (5) days before expiration of a leave for at least twenty (20) but less than 90 days, the employee should make every effort to notify his/her supervisor of his or her intention to return, or request an extension of leave, if eligible. Unless such notice is given, failure to return to work upon expiration of the leave may be considered resignation from service.

11.8 Bereavement Leave (Paid): An employee is entitled to a paid leave of absence from the School, not to exceed three (3) days, on account of the death of a member of the employee's immediate family provided acceptable proof of death and relationship is provided if requested and the leave of absence commences within ten (10) calendar days of notification of the death. If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-State travel or more than two-hundred (200) miles one-way travel is required and requested, an additional two (2) days shall be granted. The immediate family is defined as the following relatives of the employee:

- a. Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse
- b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse)
- c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse)
- d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse)
- e. Grandchild (includes grandchild of spouse, step grandchildren, and grandchildren of cohabitant who is the equivalent of spouse)
- f. Brother
- g. Sister
- h. Any relative living in the employee's immediate household

A permanent employee may interrupt or terminate vacation to take bereavement leave.

11.9 Pregnancy and Related Disability Leave (Paid and Unpaid):

11.9.1 Paid Disability Leave: For that period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize

her illness leave pursuant to this Article.

- 11.9.2 Physician Certifications: A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the School her physician's certification as to the beginning and the ending dates of actual pregnancy-related disability for which paid illness absence is claimed and her physician's release to return to active duty.
- 11.9.3 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave prior to the period of actual disability, and still qualify for paid illness absence during the actual disability.
- 11.10 Child Care Leave (Unpaid): An unpaid leave may be granted to a permanent employee to care for such employee's own (including adopted) child of under three (3) years of age. Proper written application must be submitted to the employee's supervisor at least ten (10) working days prior to the commencement of such leave. The leave, together with any renewal thereof, shall not exceed thirty-nine (39) calendar months in duration.
- 11.11 Illness Leave (Paid): An eligible employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.
 - 11.11.1 Each employee shall accrue 0.05 hours of full-pay illness absence credit for each hour for which salary is received excluding overtime.
 - 11.11.2 At the beginning of the first pay period of each fiscal year upon initial regular appointment, reemployment or reinstatement, each employee who has accrued fewer than the number of full-pay illness absence hours equivalent to 100 days shall be credited with the number of half-pay illness absence days which, when added to the accrued full-pay illness absence days equals the equivalent of 100 days of full and half-pay illness absence days.
 - 11.11.3 At the beginning of the first pay period of each fiscal year upon initial regular appointment, reemployment or reinstatement, each employee in paid status shall receive credit for full-pay illness leave of absence up to thirteen (13) days (pro-rated for those employed less than a full year) prior to accrual. However, an employee who uses such a credit prior to actual accrual shall not accrue or be credited with additional leave until the negative balance has been restored. If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to the School the salary to which not entitled. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to School employment.

- 11.11.4 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. Half-pay illness credit shall not be cumulative from year to year.
- 11.11.5 When a permanent employee is absent under this Section and such absence is properly verified, the employee will receive his or her full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half-pay up to the total of half-pay days credited, if available, unless the employee requests use of an accrued vacation which he or she may have. The amount of paid illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in Section 11.11.3. A restricted or initial probationary employee must render service and shall not be eligible to be paid for more than the equivalent of six (6) days of full-pay illness leave until the first day of the pay period following completion of 130 days of paid service in regular assignments. Half-pay illness leave shall not be paid during this time.
- 11.11.6 An employee who is absent shall be required to certify the reason for absence on the appropriate form. Also, the School may verify any claimed illness, injury, or disability under this Section before authorizing any compensation.
- 11.11.7 An employee absent from duty for any illness, injury, or surgery for more than five (5) consecutive working days shall be required to submit a signed attending physician's statement or appropriate health form to the immediate administrator, and may be referred by the School for health approval prior to readmission. In the exercise of its right to require verification for absences of five (5) days or fewer, the School agrees that, whenever practicable, such requirement shall be imposed only if the employee has been previously counseled concerning their use of illness leave.
- 11.11.8 If a permanent employee resigns and returns within thirty-nine (39) months of the last date of paid service to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless the employee's illness balance had been transferred to another agency or used in computation of retirement allowance.
- 11.11.9 A permanent employee who has exhausted all accumulated illness leave privileges, vacation, and other available paid leaves may be granted additional unpaid illness leave for a period not to exceed six (6) months. Such leave may, upon request, be renewed for two (2) additional six (6) month periods. The total of all unpaid illness leave shall not exceed eighteen (18) months.

11.12 Industrial Injury/Illness Leave (Paid): An employee who is absent from School service

because of an injury or illness which arose out of and in the course of employment, and for which temporary disability benefits are received under the worker's compensation laws, shall be entitled to a paid leave of absence under the following conditions:

- a. Allowable paid leave of absence shall be for up to sixty (60) working days for the same injury or illness;
- b. Allowable paid leave of absence shall not be accumulated from year to year;
- c. An employee absent under this Section shall be entitled to receive such portion of the salary due for any pay period in which the absence occurs as, when added to the temporary disability indemnity, if any, required under State law, will result in a payment of not more than the employee's salary as of the date of injury or illness;
- d. When an authorized leave of absence continues into the next fiscal year, the employee shall be entitled to only the amount of unused leave of absence due for the same illness or injury; and
- e. Each employee who has received a work-related injury or illness that requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury or illness on a form to be provided by the School. This written report must be submitted to the immediate administrator within two (2) working days after the occurrence if the employee is physically able to do so. The site administrator shall, as a result of his or her own investigation, complete the Employer's Report of Occupational injury or illness, and shall attach the employee's report thereto. The employee must also report as soon as possible for examination and treatment by a workers' compensation physician.

11.12.1 Extension of Industrial Injury Leave (Paid): If the employee was physically injured during an act of violence related to and during the performance of assigned duties, then the leave of absence may be extended beyond the initial sixty (60) day period up to an additional sixty (60) days. In order to qualify for such an extension the employee must have (1) notified the site administrator and appropriate law enforcement authorities within twenty-four (24) hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in "e" above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a School-approved physical examination and received approval as a result of such examination; and (4) applied in writing to the School for such an extension, using a School form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension so that the School has adequate time to review and process the claim prior to the effective date of the leave extension. Determination of whether the injury was the result of an act of

violence, and whether the act of violence was related to and during the performance of duties (but not whether it is compensable under worker's compensation laws) shall be made by the immediate administrator.

Determination whether the injury is disabling beyond the sixty (60) day period shall be made by the School. An employee may be required during the extended period to be evaluated by the School at any time. The School shall continue to advise employees of the requirements of this Section.

11.12.2 Upon exhaustion of the above-authorized industrial injury/illness leave benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of not more than full normal salary.

11.12.3 An employee absent under this Section shall remain within the State of California unless the School authorizes the travel outside the State.

11.13 Personal Necessity Leave (Paid): An employee shall, subject to the limits set forth below, be granted a paid personal necessity leave when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:

- a. Death or serious illness of a member of the employee's immediate family;
- b. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
- c. Birth of a child to the employee;
- d. Religious holiday of the employee's faith;
- e. Imminent danger to the home of an employee occasioned by a disaster such as flood, fire, or earthquake;
- f. Verifiable automobile failure up to two (2) hours if the employee's automobile is required to be used for work purposes on that day;
- g. An appearance of the employee in court as a litigant or as a witness under an official governmental order for which salary is not otherwise permitted, provided that:
 - (1) Each day of necessary attendance as a litigant or as a witness under such an official governmental order must be certified by the clerk or other authorized officer of a court or other governmental jurisdiction;

- (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Business Office; and
 - (3) The employee must return to work in cases where it is not necessary for him to be absent the entire day.
 - h. Required attendance at the employee's child's or ward's classroom and meeting with the school administrator because of suspension pursuant to Education Code Section 48900.1.
 - i. Up to four (4) hours of paid personal necessity leave (and up to thirty-six (36) additional hours of accrued vacation or unpaid leave) not to exceed a total of eight (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator or designee at least five (5) working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must, at the immediate administrator's request, provide written verification from the school visited.
 - j. An employee shall be allowed up to six (6) additional days of personal necessity leave in any calendar year to attend to the illness of a child, parent, spouse, domestic partner, or child of a domestic partner of the employee as provided by Section 233 of the Labor Code. All existing contractual conditions for the use of illness leave shall apply to this leave as well. Use of illness leave under this Section shall not extend the maximum period of leave to which an employee is entitled under Family Care and Medical Leave.
- 11.13.1 The following limits and conditions are placed upon allowing a personal necessity leave or absence:
- a. Except as provided under the criteria for personal necessity leave above, the total number of days allowed for such leave shall not exceed six (6) days per fiscal year;
 - b. The days allowed shall be deducted from and may not exceed the number of full-pay days of accrued illness leave to which the employee is entitled;
 - c. The personal necessity leave may not be granted during a strike, demonstration or any work stoppage involving PESPU; and
 - d. Written request on the appropriate form shall be filed with the appropriate administrator no less than five (5) working days in advance of a religious holiday, court appearance, or school visit.

e. The employee may be required to verify the nature of such necessity.

11.14 Personal Leave (Unpaid): An unpaid leave may, at the discretion of the School, be granted to a permanent employee for a period not to exceed fifty-two (52) consecutive calendar weeks, except as provided in “f” below, for a specific personal reason satisfactory to the School, including but not limited to the following:

- a. To be with a member of the immediate family who is ill;
- b. To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to the School;
- c. To rest, subject to the approval by the School;
- d. To remain with spouse if a change of residence is required;
- e. To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;
- f. To serve as a State Legislator--such leave shall be renewed annually during tenure of office, the above limitation notwithstanding; or
- g. To serve in an elective position in the city, county, state or federal government, other than the State Legislature.

Applications must be filed with the Executive Director and are subject to cancellation in the event of layoff.

11.14.1 A one-time unpaid leave not to exceed one (1) school year “may” be granted upon request of a permanent employee for the purpose of completing required post-baccalaureate coursework or training leading to a clear California teaching credential. The employee may be required to provide verification of enrollment in coursework and/or participation in training.

The School may terminate the leave authorized under this Section on evidence of the employee’s failure to pursue or accomplish the purpose of such leave.

11.15 Military Leave: An appropriate military leave of absence shall be granted to any qualified employee in accordance with the provisions of the Education Code and Military and Veterans Code.

11.16 Court Subpoena Leave (Paid): A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county

if within 150 miles of place of residence. Leave shall be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Business Office. An employee whose regular assignment is to other than the day shift will be reassigned to the day shift on each day that such court subpoena occurs. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of her/his assigned working day or week when her/his presence is not required pursuant to said subpoena.

11.17 Jury Duty Leave (Paid): A paid absence or leave shall be granted to any unit member required to render jury service in any court within the State. An employee shall provide to his/her supervisor no less than five (5) working days' notice of a summons to jury service. However, if the summons to the employee does not allow for a least five (5) working days' notice, the employee shall notify his/her supervisor immediately upon receipt of the summons.

11.17.1 All jury fees received shall be remitted to the Business Office with the following exceptions:

- a. Mileage fee reimbursement;
- b. Fees earned on holidays, vacation or any day an employee is not in paid status;
- c. That amount of jury fee which exceeds employee's daily gross earnings.

11.17.2 Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of her/his assigned working day or week when her/his presence is not required for jury duty.

11.18 Conference and Convention Attendance Leave (Paid): A paid leave may, in the discretion of the School and upon the recommendation of the appropriate supervisor, be granted annually for attendance at conferences and conventions sponsored by PESPU under all of the conditions noted below:

- a. The attendance leads directly to the professional growth of the employee and the improvement of the work program of the employing division.
- b. The attendance does not result in unnecessary duplication of participation by School personnel; and
- c. The attendance does not necessitate the reimbursement of any expenses by the School to the employee.

A written or oral report of the conference may be requested by the appropriate administrator. For conferences or conventions which are not permitted pursuant to the above, the School may authorize the employee to utilize personal necessity leave.

11.19 Holidays: A unit member in a regular assignment or in an assignment in lieu of his/her regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Education, the Governor of California, or the President of the United States which come within the employee's assignment period, subject to the conditions listed in "a" through "c".

| | |
|-----------------------------|---|
| New Year's Day | January 1 New Year's Day |
| Martin Luther King Jr. Day | That date in January declared by the Board |
| Presidents Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Admission Day | That date declared by the Board |
| Labor Day | First Monday in September |
| Veterans Day | November 11 |
| Thanksgiving Day | That Thursday in November proclaimed by the President |
| Thanksgiving Friday | Friday following Thanksgiving |
| Christmas Day | December 25 |
| Alt. Lincoln Day Observance | That date declared by the Board |

- a. The unit member must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday, provided that a unit member on a military leave of absence entitled to compensation under this Article shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.
- b. A unit member whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall not be entitled to pay for any holiday observed on the employee's regularly scheduled day off.
- c. A unit member in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the school holiday of December 25 and January 1 shall receive pay for the holidays.

11.19.1 Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday.

11.19.2 If a holiday occurs while a unit member is on vacation or other paid leave, that day will be credited and paid as a holiday.

11.20 VACATION

- 11.20.1 A unit member shall earn vacation for active service in a regular assignment or in an assignment in the same or another class in lieu of the employee's regular assignment in accordance with this Agreement. Active service means all of the time for which pay is received, excluding overtime.
- 11.20.2 Accrual of vacation shall be determined based on the factors and in the manner set forth in the following table:

Vacation Accrual

Employees Factor Based on Years of Service 40-Hour Workweek

- Less than 4 years = .03846
- 4 or more years but less than 15 = .05770
- 15 years but less than 16 = .06155
- 16 years but less than 17 = .06539
- 17 years but less than 18 = .06923
- 18 years but less than 19 = .07308
- 19 years or more = .07693

For example, a full-time twelve (12) month unit member will accrue vacation annually as follows:

- 1 through 4 years 10 days
- 5 through 15 years15 days
- 16 years16 days
- 17 years 17 days
- 18 years 18 days
- 19 years 19 days
- 20 years 20 days

- 11.20.3 The vacation accrual factor for employees assigned a regular workweek of less than forty (40) hours during the first four (4) years of service shall be:

- 37.5 hours but less than 40 hours04087
- 35 hours but less than 37.504379
- less than 35 hours03846

11.20.4 A "year of service" for the purpose of this Article shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent classified service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

11.20.5 Earned vacation shall be taken at a time convenient to the unit member provided that it is scheduled in advance and, as determined by his/her supervisor, would not interfere with the operation of the unit. If there is any scheduling conflict between employees working in the same unit or office as to when vacations shall be taken, the unit member with the greatest School seniority shall be given his/her preference.

For the work days between December 24th and January 1st (shutdown period) a unit member may choose to utilize any accrued vacation days or be in an unpaid status for any of those days.

11.20.6 A unit member may accumulate unused vacation up to an amount not to exceed that which the unit member earns in 18 pay periods (the employee's "vacation cap amount"). Once the unit member has accrued vacation in an amount equal to the employee's vacation cap amount, the unit member shall cease to accrue vacation until the unit member uses vacation in an amount sufficient to reduce the employee's vacation balance below the employee's vacation cap amount. All appropriate adjustments shall be made annually at the end of each fiscal year so that the employee's earned vacation balance carried forward to the next fiscal year shall not exceed the employee's "vacation cap amount". Employees may be required to use accumulated vacation earned in prior years at a time convenient to the unit member which is approved by the immediate supervisor.

A unit member that is prevented or prohibited from taking vacation previously approved by the employee's appropriate administrator, shall be permitted to exceed by that amount the vacation cap amount for the school year in question, but shall be required to reduce their vacation balance to the 18 pay period cap amount by the end of the succeeding school year.

11.20.7 Upon separation from employment, a permanent unit member shall be entitled to lump sum compensation for all earned and unused vacation time.

11.20.8 Vacations may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty leave or military leave.

11.20.9 In computing pay for vacation, all applicable salary differentials shall be included and vacations shall be paid at the base salary rate in effect at the time the vacation is taken.

- 11.20.10 If an employee's vacation is scheduled during a period when he/she is on leave due to illness, industrial injury/illness, subpoena, bereavement, military leave or jury duty, he/she may request that his/her vacation date be changed.
- 11.20.11 At the School's discretion, an employee's appropriate administrator or designee may require employees to provide the administrator with a proposed vacation usage schedule which schedules vacation for the school year in an amount necessary to assure the unit member will not exceed the "vacation cap amount".
- 11.20.12 The School shall be permitted (but not required) to require employees to take vacation under the following circumstances:
- a. On days within the employee's assignment basis designated by the School as school holidays (i.e., the equivalent of winter and spring recess) or at any other time during the employee's assignment period to avoid leave without pay;
 - b. When the unit member fails to provide an annual vacation schedule pursuant to this Article (to assure the unit member will not exceed their vacation cap amount);
 - c. When the unit member is sent home pending the results of a disciplinary investigation (with the vacation time to be reinstated to the employee's bank if the investigation does not lead to discipline);
 - d. During periods during the employee's assignment basis when the School is closed, the employee's work site is closed or when there is a lack of work.
- 11.21 Annual Physical Examination: A permanent employee shall be granted up to one day per year for the purpose of a comprehensive physical examination provided that verification of such an examination is submitted to the District.
- 11.22 Workers Compensation Witness Leave: An employee who is subpoenaed to be a witness in the appeal by another employee of a decision of the Workers' Compensation Appeals Board arranged by the School's Worker's Compensation Section may attend without loss of salary.
- 11.23 When a regular unit member whose assignment basis is other than "A" is given an off-basis assignment, that unit member shall earn vacation in accordance with the schedule set forth for that assignment.
- 11.24 PCHS will comply with all state and federal legal requirements regarding additional leaves to which employees are entitled including but not limited to state and federal

family medical leave law.

ARTICLE 12

WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS, AND SPECIAL SALARY PRACTICES

- 12.1 Wages and Salaries: The wages and salaries for Unit employees shall be as set forth in Appendix A of this Agreement. This Appendix shall reflect a 4.53% increase effective July 1, 2007. Any retroactive payment shall be made only to those unit members employed by PCHS as of July 1, 2008. This compensation shall close all negotiations on this contract for the 2007-08 school year. Thereafter, the parties may commence reopeners per the terms of this contract.
- 12.2 Miscellaneous Paid Allowances
- 12.2.1 Uniforms: If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, emblems, and cards for the employee shall be borne by the School. Such items provided by the School shall be returned to the School upon separation from the service or termination of the assignment.
- 12.2.2 Mileage Reimbursement: Employees who are required to use their personal vehicles for School business (exclusive of daily commute) shall be reimbursed for such usage at the school approved rate.
- 12.3 Pay Differentials - General
- 12.3.1 An earned salary differential in addition to the regular rate of pay specified in Appendix A shall be paid to affected employees under the conditions and in the amount specified in this Article.
- 12.3.2 Assignment to a new or vacant position for which a salary differential is designated, other than a temporary assignment of less than twenty (20) working days or a bilingual differential, shall be made on the basis of qualification, taking seniority into account as a factor, among those employees in the appropriate class who request such an assignment.
- 12.3.3 Bilingual Differential: A regular employee shall be paid a long-term salary differential for using bilingual skills upon certification from the School that, in addition to regular duties of the class, the employee is frequently called upon to speak, interpret, and write a non-English language or to converse fluently in a non-English language. In order to qualify for a bilingual differential, the employee must meet English and non-English language proficiency standards prescribed by the School. Such English and non-English language proficiency standards shall include required reading, writing, and/or oral communication abilities which must be satisfactorily demonstrated pursuant to School examination procedures.

- a. Eligible full-time employees shall be paid at the rate of \$1.00 additional per hour if required to speak, read, and write a non-English language, or \$.60 additional per hour if only required to converse in a non-English language.
- b. The differential for eligible part-time employees shall be prorated at the same rate that the number of hours of their regular assignment bears to a regular eight (8) hours per day assignment.
- c. An approved differential shall become effective on the first day of the pay period following completion of provisions in Section 12.3.3 and shall continue during paid absences, provided, however, an appointing authority may certify that a previously approved differential may continue uninterrupted for employees who are reassigned, transferred or promoted to another position requiring bilingual skills. This differential shall not affect salary allocation upon change of assignment.

12.4 Salary Placement: Entry-level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the School authorizes hiring at a higher rate based on verified previous comparable experience.

12.5 Step Advancement on the Salary Schedule: A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of one work year in a paid status in regular assignment(s) in the class, and to higher steps in subsequent years as to the numbered pay period corresponding to the pay period of the last advancement providing the employee completed one work year in paid status in the interim period.

12.5.1 A day in paid status for purposes of this Section shall be defined as any day for which pay is received, including:

- a. Limited term assignments in the same, equal, or higher class;
- b. In the event of demotion following promotion to a regular position, time spent in a higher class;
- c. Time spent on industrial accident/illness, military, or Merchant Marine leaves.

12.5.2 Step 8 Advancement: Effective July 1, 2011, Step 8 advancement shall commence for any eligible employees..

12.5.3 Effective July 1, 2011, a one-time payment shall be made to those applicable PESPU employees representing wages such members would have received had the 2010-2011 step advancement not be frozen.

- 12.6 Salary Placement Upon Promotion: Upon promotion or reclassification to a higher class, an employee shall advance to that step of the new salary schedule which is at least 2.75 percent above his/her rate class. Such employees shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of 130 days in paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.
- 12.7 Compensation for Work Out of Classification: Unit members shall be compensated at the rate for their designated classification unless their position is re-classified.
- 12.8 Emergency Pay Allowance: A permanent regular employee who does not receive a scheduled paycheck because of problems involving assignment, time reporting or payroll processing, may request an Emergency Pay Allowance which shall be ninety-five (95) percent of the employee's normal net pay. Such a request should be made to the time reporting person at the employee's work location who will then contact the Business Office within five (5) working days following the regular payday. The Business Office will make every effort to resolve the salary payment problem and forward the remaining five (5) percent of net pay in the next monthly payroll.
- 12.9 Payroll Errors - Limitations Upon Recovery: Any payroll or other salary errors claimed by an employee against the School in a timely manner as provided in the grievance procedure of this Contract shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the School shall be limited in its retroactive recovery against the employee to a three (3) year period dating from the discovery of the error. Except for recovery of the amounts received by the employee as temporary disability payments from the School's agent, the School will notify an employee of an overpayment by direct written communication. Written communication will be provided when an overpayment exceeds one hundred dollars (\$100). Where in the judgment of the School the circumstances warrant, the School shall allow the employee to establish a reasonable method of repayment with the Business Office.
- 12.10 Longevity Increment: All unit members who have completed the required years of School service, as defined below, shall be eligible to receive a longevity increment.
- 12.10.1 The longevity increment shall become effective on the first day of the Month following completion of the qualifying number of years of service.
- 12.10.2 A "year of service" for the purpose of the longevity increment shall be defined as paid service in regular status for one work year prorated within the fiscal year, including time served in probationary or permanent certificated service;

however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

12.10.3 The longevity increment shall be part of the employee's basic wage for the purpose of computing overtime. Employees paid less than eight (8) hours per day shall receive a proportionate amount of the applicable increment.

12.10.4 The longevity increment schedule for years of qualifying School service shall be:

\$25 per pay period (equivalent to \$.15625 per hour) after 10 years \$30 per pay period (equivalent to \$.18750 per hour) after 15 years \$35 per pay period (equivalent to \$.21875 per hour) after 20 years \$40 per pay period (equivalent to \$.25000 per hour) after 25 years \$45 per pay period (equivalent to \$.28125 per hour) after 30 years

12.11 In order to implement this Section, the School at its sole discretion may enter into and unilaterally may amend, alter, or modify any contract or contracts with the Public Employees' Retirement System of the State of California.

ARTICLE 13

HEALTH AND WELFARE

- 13.1 School Contribution Obligations: Through December 31, 2009, PCHS is contracted to purchase health and welfare benefits for unit members through LAUSD and the package and contribution will be determined annually. Should the agreement to purchase benefits through LAUSD terminate, PCHS and PESPU will negotiate and agree to implementation of a comparable package to eligible unit members. PCHS commits to assume annual increases in health and welfare benefits costs up to the funded annual cost of living adjustment (COLA). If government sponsored (non-disability or retiree based) health care becomes available, unit members must enroll in and treat such insurance as their primary coverage for which the unit member is eligible. The parties agree to reconvene immediately should such government sponsored health care take effect to determine if and how PCHS will supplement the plan.

The parties understand and acknowledge that increased costs for health benefits which are covered by PCHS shall be considered a form of compensation increases.

- 13.2 Eligibility for Plans: Eligibility requirements for employees and dependents shall be as provided in the applicable plan and also as follows:
- a. Every employee who is assigned thirty hours or more of a full-time assignment in one class, in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. The percentage of assignment shall be determined by the School.
 - b. In order to remain eligible, the employee must be in paid status within the assignment basis. However, an employee in an unpaid status who later receives compensation from the School for the unpaid period shall be entitled to reimbursement of direct premium payments made which correspond to the period for which such compensation is allowed subject to the hours required in Section 13.2. To obtain such reimbursement, the employee shall file application therefore with the School's Health Insurance Section.
 - c. In situations where employees are married to one another or share a domestic partner relationship and are covered by the same plan with one listed as a dependent, the dependent shall not, upon divorce, upon termination of the domestic partnership or upon the retirement or death of the spouse/domestic partner, lose any rights the employee would otherwise have had as an eligible employee or retired employee.

- 13.3 Retirement Health Benefit Coverage:

Eligibility Requirements: Subject to the requirements and conditions of this Article, eligible employees who retire from the School receiving a PERS/STRS allowance shall be eligible for School-paid hospital/medical, dental and vision coverage.

Conditions on Retiree Benefits: For the purposes of this section, the following conditions to eligibility for retiree health benefits apply:

- (1) In the event PCHS suffers a financial crisis as defined by the School's Budget and Finance Committee and certified by the Board, the parties will meet to discuss this article and potentially renegotiate retiree benefits.
- (2) Qualifying years consist of school years in which the employee was in paid status for at least 1200 hours per year and was eligible for School-paid insurance coverage.
- (3) If the charter ceases to exist, all obligations of PCHS to provide such retiree benefits terminates except in so far as a retiree health benefits trust is established by PCHS, and subject to any conditions applicable to such trust, any funds contributed by PCHS to such trust are irrevocable and will be utilized to fund the cost of retiree benefits for eligible unit members until such funds are exhausted.
- (4) If government sponsored health care becomes available, retirees must enroll in and treat such insurance as their primary coverage those parts of government sponsored health care for which the retiree is eligible;
- (5) PCHS shall not provide benefits to eligible retirees which exceed those provided to all active bargaining unit members and their dependents.
- (6) The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty-nine (39) months of the last day of paid service. The employee must meet the following requirements:
 - a. For employees hired prior to March 11, 1984, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.
 - b. For employees hired on or after March 11, 1984, but prior to July 1, 1987, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.
 - c. For employees hired on or after July 1, 1987, but prior to June 1, 1992, fifteen (15) consecutive years of qualifying service immediately prior to retirement or ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years which are not consecutive shall be

required in order to qualify for retiree health benefits for the life of the retiree.

- d. For employees hired on or after June 1, 1992, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits for the life of the retiree. For employees who have a break in service, this must include ten (10) consecutive years immediately prior to retirement.
- e. For employees hired on or after July 1, 2008, employees must complete 20 years of service at PCHS and the years of service and age must total at least eighty (80) in order to qualify for these retiree health benefits.

f. Unit members hired by PCHS on or after July 1, 2012, shall not be eligible for retiree health benefits.

- (7) In order to maintain coverage, the retiree must continue to receive a PERS/STRS allowance and must enroll in and treat as primary coverage those parts of Medicare for which the retiree is eligible.

13.4 Enrollment: The School shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

13.4.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans at any time provided the eligible employee submits a “dependent add form” and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty (30) days following birth, provided that an application for dependent coverage is received by the Business Office before the end of the thirty (30) day period.

- a. Documentary Proof of Status Required for Dependents
Dependents Documents Required (copy) Legal Spouse State- or County-issued Marriage Certificate Domestic Partner Notarized “Declaration of Domestic Partnership”

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

- b. Domestic partner coverage will be provided consistent with all legal requirements.

- c. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age twenty-five 25 or, who were first enrolled as eligible full-time students prior to the disabling condition, may continue to be covered beyond age twenty-five (25) per plan requirements.
- d. If spouses/domestic partners are both School employees and each is covered both as an employee and as a dependent, the School will pay \$2,500 to the dependent per coverage year who agrees to accept coverage under the same plan as his/her spouse/domestic partner, thereby creating coverage for one as the employee and one as a dependent. This amount is paid out over the school year.
- e. If a School employee agrees to waive coverage from the School and accepts coverage solely under a plan of his/her spouse's/domestic partner's employer (not the School), the School will pay \$3,000 to the employee, for each coverage year waived. This amount is be paid out over the school year.

13.4.2 It is the responsibility of the employee to notify the School designated representative immediately regarding any change in dependent status including the termination of his/her domestic partner relationship. The employee must submit a Form "Request for Change of Dependent Status". The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage.

13.4.3 An employee whose spouse/domestic partner is also a School employee will not be covered as both an employee and as a dependent within the same plan. A married couple who both work for the School or domestic partners who both work for the School may include their qualifying children on their individual policies, but such children may not be covered more than once within the same plan.

13.4.4 Once each year there shall be an open enrollment period during which an enrolled employee may change hospital-medical benefit plans, dental plans and/or vision care plans. The School's Business Office shall establish and announce the date of said open enrollment period.

13.5 Life Insurance

13.5.1 School-Paid Life Insurance: For the School-paid basic life insurance plan, all eligible employees are automatically covered. No application is necessary to obtain this benefit.

- 13.5.2 Optional Employee-Paid Supplemental Life Insurance: Eligible unit members may contribute at their own cost to any offered optional supplemental life insurance.
- 13.6 Continuation of Enrollment (Health Benefits): With respect to the hospital- medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for School contribution, the employee may arrange for continuance of enrollment under COBRA (see 13.8 – 13.8.3 below.)
- 13.6.1 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an eligible assignment.
- 13.7 Termination of Enrollment: The enrollment of an employee shall terminate:
- a. For failure of the employee to make payment as provided when required, in which case coverage shall terminate at the close of the month for which the last premium was paid;
 - b. At the request of an employee, in which case coverage shall terminate at the close of the accounting cycle in which the request was submitted;
 - c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective; except for School paid life insurance in which case coverage shall terminate on the date the employee ceases to be employed.
 - d. In the event of the employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the School-paid life insurance plan, which shall terminate coverage on the date of loss of eligibility; and
 - e. For School-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed.
- 13.8 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable State law, eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the School's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under the School's health and welfare plans. In accordance with COBRA regulations, domestic partners are not considered qualified beneficiaries and are ineligible for COBRA continuation coverage.

13.8.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 100 percent of the premium paid by the School plus the amount allowed by law for employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

13.8.2 It shall be the responsibility of the employee or the dependent to notify the School designated representative of any change to dependent status including a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the School.

13.8.3 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article 5 (Grievance Procedure).

13.9 Miscellaneous Provisions

13.9.1 If any medical-plan premium is refunded by a Plan carrier/administrator, it shall be retained by the School, unless it is the result of a payment made under Section 13.8 above by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan.

13.9.2 The controlling documents regarding all health plans are the applicable contracts between the School and the carriers/plan administrators. All disputes regarding coverage and benefits are to be resolved under the plan's own grievance procedures rather than under Article 5 of this Agreement.

13.10 State Disability Insurance: The School agrees that all unit employees shall be enrolled in the Disability Insurance Program for public school employees administered by the Employment Development Department of the State of California and that all premium

costs of this Program shall be borne by the employees through individual payroll deductions.

13.10.1 The Union agrees that the Disability Insurance Program is administered by the Employment Development Department of the State of California and that all decisions and rules with respect to eligibility, premium costs, qualifications for benefits, level of benefits, and the administration of the Program is the responsibility of the Employment Development Department. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to Disability Insurance or the Employment Development Department are excluded from the grievance and arbitration provisions of this Contract.

13.10.2 In order to implement the Disability Insurance Program, the School at its sole discretion may enter into and unilaterally may amend, alter, or modify any contract or contracts with the Employment Development Department for Disability Insurance Coverage.

13.11 Employee Assistance Program

a. General: An Employee Assistance Program (EAP) shall be established for employees and dependents. The objectives of the program shall be to provide confidential, professional counseling and referral services for a wide range of employee concerns including but not limited to: personal, marital and family problems; psychological and emotional problems; alcohol and substance abuse and dependency; or problems arising out of financial or legal matters.

The program shall be designed to provide employees with the information, resources and opportunities to resolve personal, family and work problems before job performance is affected and to assist employees in correcting problems contributing to substandard performance. The program is not intended to supplant other forms of assistance or medical referrals currently permitted under this Agreement, Board Rules or the law.

b. Confidentiality: The program is to be based upon strictest confidentiality and privacy, so that appropriate assistance can be offered by the School and/or sought by employees without adverse effect upon the employment relationship. EAP personnel shall not divulge to the School information relating to the decision of any individual employee to seek or decline EAP assistance, referrals or follow-up treatment. Neither the employee nor the School may refer to the following matters in any evaluation or disciplinary action, or appeal:

1. The decision of employees to utilize EAP services, or not to do so or actual participation in the EAP.

2. The recommendation by anyone, including administration, that an employee should utilize EAP services, or the failure to make such a recommendation.

The existence of the EAP shall stand as conclusive evidence that the School has offered appropriate assistance for any personal problems which may have a bearing upon job performance of employees eligible for EAP and which fall under the purview of EAP.

- c. Employee Accountability: Employees remain personally accountable for their job performance. The existence and/or utilization of the EAP and other services shall not serve as an excuse for inadequate job performance or as a defense in any evaluation or disciplinary action.

13.12 The IRS 125 Flexible Spending Account program will be available to eligible unit members.

ARTICLE 14
DISCIPLINE PROCEDURE

DISCIPLINE OF PERMANENT CLASSIFIED EMPLOYEES

14.1 General Provisions

This Article enumerates the basis for just cause discipline which shall be utilized by PCHS for disciplinary action (demotion, suspension without pay or dismissal) affecting permanent classified PESPU bargaining unit members. This Article does not apply to the release of substitute or probationary classified employees which may be carried out without cause.

The following independently or collectively are causes for discipline:

- Unsatisfactory performance;
- Dishonesty, including but not limited to any falsifying of employment records, employment information, or other School records;
- Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student;
- Unauthorized use of School equipment, time, materials, or facilities;
- Possession of any firearms or any other dangerous weapons on School premises at any time;
- Possession of any intoxicant on School grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription);
- Conviction of any felony or crime of moral turpitude;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management;
- Failure to comply with job duties;
- Absence without leave, repeated tardiness or abuse of leave privileges;
- Unprofessional conduct;
- Violating any safety, health, security or School policy, rule, or procedure or engaging in any conduct which risks injury to the employee or others;
- Engaging in conduct which constitutes a material conflict of interest;
- Committing of or involvement in any act of unlawful harassment of another individual;
- Failure to maintain appropriate certificate/license(s) required for the position;
- Failure of good conduct that has a nexus to the unit member's position in the School either during or outside duty hours tending to injury the public service; and
- Abandonment of position.

Unit members shall have the right to sign or initial any adverse material and within ten (10) calendar days of issuance, prepare a written response which shall be attached to the

material and included therein to the personnel file. Upon reasonable prior notice, an employee shall have the right to inspect and receive copies of his/her personnel file during the normal office hours.

14.2 Discipline Without Progression

The School shall utilize progressive discipline for permanent unit members. However, nothing in this provision shall prohibit PCHS from dismissing a permanent unit member from employment on the first offense where the offense is serious and so warrants.

14.3 Suspension or Dismissal Process

Suspension or dismissal shall be initiated in writing by the Executive Director providing Notice of Recommended Discipline (“Recommendation”) and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the Association president. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member’s right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the Executive Director and the employee, this deadline is extended. Following this period, the Executive Director may provide Notice of Discipline to be served upon the unit member in person or by certified mail.

14.4 Appeal of Discipline

If the unit member wishes to appeal the imposition of disciplinary action to the Board of PCHS, the appeal must be filed with the office of the Executive Director within five (5) work days from the time the Notice of Discipline is served on the employee. The appeal must be made in writing and delivered to the office of the Executive Director.

Upon appeal, the employee shall be entitled to appear personally before the Board to present any evidence or testimony to contest the Notice of Discipline. This appeal to the Board is not an evidentiary hearing. If the employee chooses to be accompanied by legal counsel at such meeting, the employee shall bear any cost involved therein. The employee shall be provided a written decision setting forth the decision of the Board within five (5) work days of the completion of the meeting.

However, once the procedures outlined in this Article are exhausted, the employee may grieve the disciplinary action pursuant to that Article.

ARTICLE 15
REDUCTION IN FORCE

15.1 A reduction in force is defined as a reduction in the number of hours or number of days in a position due to programmatic changes or a reduction in funds and shall be preceded by forty-five (45) days advance written notice to the unit member.

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15.2 If a reduction in force takes place, PCHS will utilize seniority within classification to determine the order of layoff and any applicable bumping rights. In the case of a tie, the following criteria will be used as a tiebreaker:

- Qualifications of the unit member
- Expertise within the classification
- Relevant knowledge (i.e. relevant training/certifications, etc.)
- Performance Evaluations

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15.4 Unit members laid off shall be offered a vacant position for which he or she is qualified for a period of up to twenty-four (24) months from the date of layoff. In the event an employee on the re-employment list refuses an employment offer, he or she will be removed from the re-employment list.

ARTICLE 165

PROFESSIONAL GROWTH PROGRAM

- | 165.1 The School may grant a reasonable amount of released time to permanent unit employees, to attend inservice courses and/or other School sponsored courses which are not part of the curriculum offered to the student population of the School. Release time must not unduly interfere with the performance of the unit members' duties and may not be granted if it would unreasonably burden the employees in the work group or operational unit affected. In order to qualify for released time employees must meet the following qualifications.
- a. The employee must be a permanent employee.
 - b. The courses or program taken by the employee must be directly related to the employee's service to the School.
 - c. The courses or program must be for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the School.
 - d. The course or program must be approved by the School in advance.
 - e. The employee must request released time in writing to their supervisor or designee.
- | 165.2 An employee may use this program once every two (2) years.
- | 165.3 The employee's supervisor may terminate the employee's released time program on evidence of the employee's failure to pursue or accomplish the purpose of the program.
- | 165.4 Tuition Reimbursement: The School may grant tuition reimbursement to permanent Unit employees under the conditions specified below:
- a. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and such other training programs designed to upgrade the classified service or encourage retraining of employees who may otherwise be subject to layoff as the result of technological change.
 - b. Approval for reimbursement shall be obtained on the appropriate form signed by the supervisor or designee before the commencement of the course or program. Approval shall be at the sole discretion of the School.

- c. The course(s) or program must be directly related to the employee's service to the School and must be for the purpose of increasing the employee's knowledge, understanding and skills as related to the employee's employment by the School.
- d. The course(s) or program shall not be taken during the employee's assigned duty hours.
- e. Reimbursement shall be made as soon as practicable following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of C or passing.
- f. Tuition reimbursement shall be limited to a maximum of \$600 for any individual employee during any twelve (12) month period.
- g. The course(s) or program for which tuition reimbursement is requested shall be completed within the period for which it was approved, or the employee must submit a new request.

165.4.1 Provisions of this Section shall not apply to any employee eligible for reimbursement by any other governmental agency, organization or association.

165.4.2 An employee who terminates employment with the School within six (6) months of receiving tuition reimbursement pursuant to this Section, shall refund the amount of the reimbursement to the School, or it shall be deducted from the employee's final warrant. This requirement shall be waived in the event of the employee's death or physical or mental disability which precludes the employee from returning to School employment.

165.5 Preparation for a clear California Teaching Credential: An employee with a baccalaureate degree who is engaged in coursework or training leading to a clear California teaching credential may request, and, where the School in its sole discretion determines it is operationally feasible, the School may authorize flexible work hours.

16.6 During student free days in the 2011-2012 school year, there shall be two (2) professional development days scheduled regarding technology, office skills and related subjects.

ARTICLE 176

ASSOCIATION REPRESENTATIVES

- | 176.1 Purpose: The School recognizes the need and affirms the right of PESPU to designate Association Representatives from among employees in the unit. It is agreed that PESPU, in appointing such representatives, does so for the purpose of promoting an effective relationship between the School and employees by helping to settle problems at the lowest level of supervision.

- | 176.2 Association Representatives: PESPU will have the right to designate, pursuant to its own procedures, one employee per shift to serve as the Association Representative for the purpose of representing employees at the School as noted below. PESPU shall inform the Executive Director in writing of each employee so designated. The Association Representative shall have the right to represent PESPU unit members consistent with this Agreement and any applicable legal rights.
 - a. On his/her own time to coordinate PESPU meetings, which may be held on the work site during unpaid time for any employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events;
 - b. Post, initial, and date official PESPU notices on a bulletin board designated by the site administrator for such purposes; and
 - c. Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the work site.

ARTICLE ~~187~~

SAFETY CONDITIONS

- | ~~187.1~~ 18.1 The responsibility for providing for reasonably safe working conditions that are in conformance with applicable law and which are within fiscal constraints shall be the School's. Employees shall be responsible for complying with safety procedures and practices and for reporting any unsafe condition, facility, or equipment of which he/she is aware. There shall be no reprisal against an employee for reporting any unsafe condition, facility, or equipment.

Unless otherwise expressly part of the employee's job description, employees shall not be directed to enter, occupy or work in any School building or area that has been designated as "unsafe for entry or occupancy" by either the appropriately designated School authority or an authorized governmental safety authority.

- | ~~17.2~~ 18.2 The School, upon request by PESPU, will meet with PESPU's representative and one unit member to consult on matters related to safety. Such meetings shall be arranged by mutual agreement.

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ARTICLE 198

ENTIRE AGREEMENT

PESPU agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement, neither the School nor PESPU will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the School or PESPU at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn. Nothing herein is intended to prevent the parties from meeting and negotiating during the term of this Agreement pursuant to mutual consent.

ARTICLE ~~2019~~

TERM OF AGREEMENT

- | ~~2019.1~~ Term: This Agreement shall become effective upon adoption by the Board of Directors, and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2010, and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days' written notice.
- | ~~2019.2~~ Negotiations for Successor Agreement: Negotiations for a successor Agreement shall commence upon request of either the School or PESPU at any time after March 15, 2008.
- | ~~19.3~~ 20.3 Reopeners: Except as otherwise provided herein, each year under this Contract, in addition to salary and health benefits, each party may re-open two (2) articles for re-negotiation. Upon mutual agreement, the parties may also agree to open additional articles from time to time when needed.

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