

TENTATIVE AGREEMENT
BETWEEN
PALISADES CHARTER HIGH SCHOOL
AND
PALISADES EDUCATIONAL SUPPORT PERSONNEL UNITED

2020-2021 School Year Re-Openers

This Tentative Agreement is executed by and between Palisades Charter High School (“PCHS”) and Palisades Educational Support Personnel United (“PESPU”), subject to the ratification process.

PCHS and PESPU agree the following modifications to the July 1, 2020 through June 30, 2022 collective bargaining agreement (“Agreement”) as provided below, as well as agreements reached in previous rounds of bargaining not yet ratified by the parties.

2020-2021 RE-OPENERS

Wages and Salaries, Pay Allowances, Differentials and Special Salary Practices (Article 12)

The parties agree to a one-time, off-schedule bonus to PESPU bargaining unit members, for the 2020-2021 school year.

Within thirty (30) days of ratification of this agreement, PCHS will pay the off-schedule bonus to all currently-employed PESPU bargaining unit members.

Reduction in Force (Article 15)

Article 15 is amended to read as follows:

~~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 sixty (60) days advance written notice to the unit member.~~

~~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~~

~~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~~

15.1 Layoff shall only be for lack of work, lack of funds, or discontinuance of a particular program that necessitates a reduction in classified staff. For purposes of this Article, "layoff" shall be defined to include the elimination of a bargaining unit position and a reduction in hours of a bargaining unit position.

15.2 Layoff Procedures

15.2.1 Seniority — The Order of layoff shall be determined by seniority within the classification of employment. Seniority shall be determined by first date of paid service within the classification. If two (2) or more Unit Members subject to layoff have equal seniority, then the layoff determination shall be made by lot.

15.2.2 Notice of Layoff — The District shall give sixty (60) calendar days written notice of layoff. Any notice of layoff shall specify the reason for layoff and identify by name, class and position, the Unit Member designated for layoff.

15.2.3 Bumping Rights - A Unit Member laid off from his/her present position may bump a less senior person within the classification or the Unit Member may bump into any classification in which the Unit Member has previously worked for which the Unit Member has sufficient seniority over others.

15.3 Recall

15.3.1 Laid-off Unit Members are eligible for reemployment in the class from which they were laid off for thirty-nine (39) months and shall be recalled in the reverse order of layoff and in preference to new Unit Members. Unit Member who take voluntary reduction in assigned time in lieu of layoff shall, in addition to the thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights.

15.3.2 If a Unit Member is recalled to a position other than the one from which he/she was laid off, the Unit Member shall have the first right to return to his/her original position.

15.3.3 The recall notice shall be sent by certified, return receipt letter to the laid off Unit Member's last known address.

15.3.4 If the position or hours of a Unit Member on the re-employment list are partially restored, but are not completely restored, the Unit Member shall continue to possess re-employment rights for the period of time on Article 15.3.1 until the position and/or hours are fully restored.

15.3.5 In the event a Unit Member on the re-employment list refuses an offer or reemployment, he/she will be removed from the re-employment list.

Professional Growth Program (Article 16)

Article 16 is amended to read as follows:

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. the 2020-2021 school year, Unit Members shall be entitled to participate in up to twelve (12) hours of professional development, compensated at their regular hourly rate of pay. PCHS will develop, schedule and implement options for Unit Members, in consultation with three PESPU Unit Members designated by PESPU, and PESPU members may earn professional development hours through attendance and participation at PCHS committee meetings. At least six (6) of the twelve (12) hours of professional development shall be completed on or before December 4, 2020, and all twelve (12) of the hours shall be completed by March 15, 2021. PESPU Unit Members shall not participate in professional development hours that would require the payment of overtime compensation (i.e. over eight (8) hours in a day or over forty (40) hours in a week.)

PREVIOUS TENTATIVE AGREEMENTS

Union Security and Dues Deductions (Article 8)

Article 8 is amended, as follows:

- 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. In accordance with SB 866 (2018), the School shall honor the terms of an employee's written authorization for payroll deductions and shall direct any employee who requests to cancel or change authorizations for payroll deductions to PESPU. PESPU shall be responsible for processing any such requests, and the School shall rely on information provided by PESPU regarding whether deductions for an employee organization were properly canceled or changed.
- 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.

Leaves of Absence (Article 11)

Article 11.10 is changed to Article 11.10.1, and the following is added as Article 11.10.2:

Paid Parental Leave: An employee may use up to twelve (12) weeks of his/her illness leave (Article 11.11) for parental leave, in the first twelve (12) months after the birth of a child or the placement of a child after adoption. The twelve (12) week period shall be reduced by any period of illness leave taken during the parental leave period because of illness, injury, or quarantine of the employee. An employee shall not be entitled to more than one twelve (12) weeks of parental leave in any twelve (12) month period.

Wages and Salaries, Pay Allowances, Differentials and Special Salary Practices (Article 12)

Article 12.2.1 is amended to read as follows:

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. Campus security personnel shall be provided with uniform apparel as follows:

1. Polo shirts, three (3) annually;
2. Long sleeve shirts, three (3) annually;
3. Either one (1) short jacket with zip in/out liner, or one (1) short heavy jacket and one (1) short light jacket (windbreaker), every 3-5 years;
4. One (1) vest, every 3-5 years;
5. One (1) long raincoat, every 3-5 years;
6. One (1) Hat-Beanie, every other year;
7. One (1) Hat-Baseball/Visor, every other year.

~~Such~~ Any uniform items provided by the School shall be returned to the School upon separation from the service or termination of the assignment.

MISCELLANEOUS

The parties agree to update Appendix C of the agreement to include all classifications in the PESPU bargaining unit, and to add the Executive Assistant—Communications classification to the bargaining unit effective upon ratification of this Tentative Agreement

FOR PCHS

FOR PESPU

Pamela Magee

Date

Kevin Lorick

Date