San Bernardino County Superintendent of Schools

Ted Alejandre, County Superintendent

Teamsters

Local Union No. 1932

Collective Bargaining Agreement

2023 - 2028

TABLE OF CONTENTS

(By Article)

Article		Page
1	Recognition	3
2	Superintendent Rights	3
3	Union Rights	3
4	Compensation and Benefits	7
5	Hours	10
6	Transfer and Filling of Vacancies	13
7	Leaves of Absence, Vacations and Holidays	14
8	Evaluation Procedures	22
9	Compensation for Working Out of Classification	22
10	Safety Reimbursements	23
11	Grievance Procedure	23
12	Classified Progressive Discipline	25
13	Layoff and Re-Employment Procedures	29
14	Tuition Reimbursement	31
15	Reclassification.	32
16	Savings Provision	32
17	Return to Work Program.	33
18	Effect of Agreement	33
19	Completion of Meet and Negotiation	33
20	Term	33
Appendix A	Salary Schedule	34
Appendix B	Grievance Form	38
Appendix C	Career Ladder	40

TABLE OF CONTENTS

(By Subject)

		Article	Page
A	Appendix A – Salary Schedule		34
	Appendix B – Grievance Form		38
	Appendix C – Career Ladder		40
B	Bereavement Leave	7.5	17
	Bilingual/Biliterate Positions	4.6	8
C	Call-Back	5.8	12
	Catastrophic Leave	7.4	15
	Child Rearing Leave	7.7	17
	Child Bearing Preparation	7.7	17
	Classified Progressive Discipline	12	25
	Compensation and Benefits	4	7
	Compensation for Working Out of Class	9	22
	Completion of Meet and Negotiation	19	33
	Concerted Activities	3.7	4
D	Demotion in Lieu of Layoff	13.6	30
	Dental Insurance	4.9.3	9
	Displacement Rights	13.5	30
E	Effect of Agreement	18	33
	Employee Rights	3.8	5
	Evaluation Procedures	8	22
	Extended Leave for Illness	7.2	14
F	Family Care Leave	7.14	20
	Flex Time	5.7	11
G	General Provisions (Leaves)	7.17	21
	Grievance Procedure	11	23
	Grievance Procedure – Informal Level	11.3	23
	Grievance Procedure – Level I	11.4	23
	Grievance Procedure – Level II	11.5	24
	Grievance Procedure – Level III	11.6	24
	Grievance Procedure – Level IV	11.7	25
H	Holidays	7.16	21
	Hours	5	10
I	Industrial Accident Leave	7.8	18
	Insurance	4.8	9
J	Judicial Leave	7.9	18
L	Layoff and Re-Employment Procedures	13	29
	Leaves of Absence	7	14
	Life Insurance	4.9.5	9
	Longevity	4.5	8
M	Maintenance of Membership	3.17	5
	Medical Insurance	4.9.2	9
	Military Leave	7.10	19
N	Notice of Layoff	13.2	29
O	Order of Layoff	13.3	30
	Other Leaves Without Pay	7.13	19
	Overtime	5.2	10
P	Parent Conference Leave	7.11	19
	Pay Periods	4.7	9
	Personal Illness and Injury Leave	7.1	14
	Personal Necessity Leave	7.3	15
	Personal Business Leave	7.3.4	15
	Pregnancy Disability Leave	7.6	17
R	Reason for Layoff	13.1	29
	Reclassification	15	32
	Recognition	1	3
	Re-Employment Procedure	13.7	30
	Retiree Medical	4.9.7	10
	Retirement Benefits	4.9.9	10
	Retirement in Lieu of Layoff	13.6	30
	Return to Work Program	17	33
S	Safety Reimbursements	10	23
	Salary (Compensation)	4.1.1	7
	Savings Provision	16	32
	Seniority – Date of Hire	13.4	30
	State Disability Insurance	4.9.8	10
	Superintendent Rights	2	3
T	Teachers for Tomorrow	14.2	31
	Term	20	33
	Transfer and Filling of Vacancies	6	13
	Tuition Reimbursement	14	31
U	Union Rights	3	3
V	Vacancies, Transfer and Filling…	6	13
	Vacation Benefits	7.15	20
	Victims of Violence Leave	7.12	19
	Vision Insurance	4.9.4	9
W	Work Hours	5.6	11
	Working Out of Class	9	22

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2023, between the San Bernardino County Superintendent of Schools (hereinafter referred to as "Superintendent") and Teamsters 1932 (hereinafter referred to as "Union"). The parties to this agreement affirm their commitment to the goals of effective public service, employee morale, amicable employer-employee relations, and an attitude by all regarding the rights and responsibilities of parties herein. The parties acknowledge that increased productivity can only be achieved as a by-product to valuing people and should not be dependent upon labor contract language.

Article 1: RECOGNITION

1.1 The Superintendent confirms its recognition of the Union as the exclusive representative for that unit of employees recognized by the Superintendent.

Article 2: SUPERINTENDENT RIGHTS

2.1 It is understood and agreed that the Superintendent retains all of its powers and authority to direct, manage and control to the full extent of the law including, but not limited to, the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns, determine the number and kinds of personnel required; maintain the efficiency of Superintendent operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out non bargaining unit work; and take action on any matter in the event of an emergency. In addition, the Superintendent retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees.

2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Superintendent, the adoption of policies, rules, regulations and practices, and the use of judgment and discretion, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance therewith.

2.3 The Superintendent retains its right to temporarily suspend any provisions referred to in this Agreement which are affected by an emergency. An emergency is defined as an act of God or unforeseen circumstance or combination of circumstances requiring immediate attention. In such instances of an emergency, the Superintendent will give the Union notice of the emergency and will consult on the temporary changes in the Agreement, which are attendant to the emergency.

Article 3: UNION RIGHTS

3.1 The Union shall have right of access to areas in which employees work during non-working time for the purpose of conducting lawful Union business provided the authorized Union representative seeking access gives notice to the Superintendent or designee. Notice is not required when it is an urgent safety matter or for

normal representational duties. When advanced notice is required, the specific time and place shall be provided. Teamsters agree that such access shall not interfere with Superintendent programs and/or the duties of employees.

3.2 The Union shall have the right to provide and post Teamsters bulletin boards, use designated Superintendent bulletin boards, and use mailboxes and the Superintendent's internal mail system for posting or transmission of information or notices concerning lawful Union matters, provided such information or notices contain the date of posting or distribution and the name of the Union representative responsible for its issuance; and provided further, a copy of such posting or distribution be delivered to the Superintendent or designee at the time of such posting or distribution. The Union shall not post or distribute information which is knowingly false or defamatory of the Superintendent or its personnel, or any material urging the support or defeat of any ballot measure or candidate excluding candidates and issues related to Teamsters Local 1932 elections or the International Brotherhood of Teamsters elections.

3.3 The Union shall have the right to be supplied with a complete "hire date" seniority roster of all employees two (2) times per year, on August 15th and January 15th. The roster shall indicate the employee's present classification and primary work site. The Superintendent shall provide the Union with a list of newly hired employees in the Teamsters classified bargaining unit upon request, provided the Superintendent is given a reasonable amount of time to produce said list. The Superintendent shall notify Teamsters Local 1932 of each New Employee Orientation session and provide a timeslot for a Teamsters Steward or representative to meet with the new bargaining unit members.

3.4 Union representatives/Stewards shall receive reasonable release time for the processing of grievances past the informal level of the grievance procedure provided that no later than thirty (30) days following the signing of this Agreement, the Union shall designate in writing to the Superintendent the names of up to eight (8) employees with at least one designee in each of the three (3) main geographical areas (San Bernardino, West End, and Desert Mountain region) who shall receive release time for the processing of grievances, that such release time be for the purpose of representing a grievant in conference with a management person and that under no circumstances shall release time unduly interfere with Superintendent operations or the instructional program.

3.5 An employee shall receive leave up to a total of forty (40) hours each for legitimate Union business in each contract year, excluding Superintendent formed committees. Such leave must be requested by the Union prior to its being taken identifying the time away from work and the employees on leave.

3.6 The Superintendent agrees to meet with Union representatives at least twice per year to discuss personnel and related issues. The time and place for such meetings shall be subject to mutual agreement.

3.7 **Concerted Activities.** It is agreed and understood that the Union, its agents, members, representatives/Stewards and employees shall not engage in a strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the Superintendent during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

3.8 **Employee Rights.** The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the

event of a strike, work stoppage, slowdown, or other interference with the operations of the Superintendent by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.

3.9 The Superintendent shall not lock-out employees during the term of this Agreement.

3.10 **Union Dues.** It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting the Union's rights to require every employee in the bargaining unit to pay a share of the cost of collective bargaining activities.

3.11 **Dues and Deductions**

3.11.1 The Union has the sole and exclusive right to have employee organization membership dues and service fees deducted by the County for employees.

3.11.2 The County shall deduct, in accordance with the Union dues at the rate of 1.3% of the annual-base salary of each employee, provided the employee is an active, voluntary member of Teamsters 1932.

3.11.3 The County shall, without charge, pay to the Union within 15 days of the deduction all sums so deducted.

3.11.4 Along with each monthly payment to the Union, the County shall, without charge, furnish the Union with an alphabetical list of all employees, identifying them by name, a unique identifying number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.

3.12 Upon request of the employee, on the appropriate County form, the County will make deductions from the regular salary for tax sheltered annuities, credit unions, U.S. Savings Bonds, Association for In-Group Donors, insurance premiums for eligible dependents, and other programs approved by the County or Teamsters Local 1932, including the Teamsters DRIVE program.

3.13 The Union shall indemnify and hold the County harmless from any and all claims, demands, suits, damages, or any other action arising out of and in connection with this Article.

3.14 Each fiscal year, the Union will be entitled to conduct two (2) one hour site visits at the County Superintendent of Schools Office. The visits will be scheduled by Teamsters in conjunction with Human Resources. Classified employees interested in attending a site visit will be granted reasonable release time to do so, upon approval by the Assistant Superintendent, Human Resources or designee.

3.15 Employees shall have access to their personnel files in accordance with Education Code and shall be given an opportunity of attaching a written response to derogatory materials within ten (10) days of receipt prior to the placement of these materials in their personnel file.

3.16 Within thirty (30) days of adoption of this Agreement, the Superintendent will post on the SBCSS website a copy of this Agreement. Hard copies of this agreement will be made available only upon request.

3.17 **Maintenance of Membership.** The employer shall deduct one month's current and periodic Union dues and premiums for insurance plans sponsored by the Union from the wages and/or paid leave benefits of each employee who voluntarily executes and delivers to the San Bernardino County Superintendent of Schools payroll deduction authorization form and completion of a Teamsters membership application. An employee's

authorization for payroll deduction may be canceled during the last five days prior to the expiration of the MOU. The aggregate amount of such deduction by the San Bernardino County Superintendent of Schools shall be transmitted monthly to the Union. The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of deduction of Union dues. In addition, the Union shall refund to the San Bernardino County Superintendent of Schools any amounts paid to it in error upon presentation of supporting evidence. The San Bernardino County Superintendent of Schools shall furnish the Union with a list, each month, indicating the dues deducted from the pay of any representation unit employee.

3.18 AB119 New Employee Orientation and Implementation

3.18.1 Superintendent Notice to Union of New Hires: The Superintendent shall provide the Teamsters with 10 days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Superintendent's operations that was not reasonably foreseeable.

3.18.2 Employee Information: "Newly hired employee" or "new hire" means any employee, whether permanent, full-time or part-time, hired by the Superintendent, to which this chapter applies and who is still employed as of the date of the new employee orientation. It also includes all employees who are, or have been, previously employed by the Superintendent and whose current position has placed them in the bargaining unit represented by the Union. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the Teamster's unit.

Within thirty (30) days of the date of hire, or by the first pay period of the month following date of hire, the Superintendent shall provide the Union a list of information for all employees in the bargaining unit at least every 120 days. The information will be provided to the Union electronically and shall be provided to the Union regardless of whether the newly hired employee was previously employed by the Superintendent. The information shall include the following items:

i. Name;
ii. Job Title;
iii. Department;
iv. Work location;
v. Work phone;
vi. Home or Cellular phone (10 digits);
vii. Personal email address available effective upon execution of this agreement;
viii. Work email address;
ix. Mailing or home address;
x. Unique Identifying Number.

3.18.3 "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

The Superintendent shall provide the Union 10 days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Superintendent's operations that was not reasonably foreseeable.

The Superintendent shall provide one hour on the SBCSS New Employee Orientation Agenda for the Union to meet with newly hired employees.

Article 4: COMPENSATION AND BENEFITS

4.1 The Parties agree to meet and negotiate each fiscal year of the negotiated contract regarding the salary adjustment(s) COLA. The determined COLA amount, determined by May 1st of each year, is based on the average COLA for each of the 12 districts plus 0.25%.

Using the twelve (12) benchmark districts (Apple Valley, Chaffey, Chino, Colton, Fontana, Ontario-Montclair, Redlands, Rialto, San Bernardino City, Upland, Victor Valley, Victor Elementary) the annualized percentage adjustments of each district shall be added together and divided by twelve (12) (or a number which represents the districts having ratified by the district board and the Union by May 1st of the current school year or other mutually agreed upon date) to identify an average annualized salary adjustment. If this average plus 0.25% is greater than the current year cost of living adjustment previously added to the salary schedules, then the difference will be added to the salary schedules retroactive to July 1st of the current fiscal year. In the event no salary increase is given by the benchmark districts, no additional salary adjustment shall be made (including no addition of 0.25%). In the event there is a negative COLA/salary rollback by the benchmark districts, any salary schedule adjustments will be discussed in negotiations and mutually agreed upon.

4.1.1 Compensation.

1. The COLA for the 2025-2026 school year will be determined based on the above formula effective July 1, 2025. The amount shall be announced to Teamsters and unit members.
2. The COLA for the 2026-2027 school year will be determined based on the above formula effective July 1, 2026. The amount shall be announced to Teamsters and unit members.
3. Unit members employed as of May 1, 2026, shall receive a one-time, off-schedule, non-precedent setting payment in the amount of $800.00 after ratification of the comprehensive tentative agreement.

Note: The parties agree the aforementioned compensation agreement closes the contract and all articles, until bargaining begins for the 2027-2028 school year.

4.2 **Equity**. The Superintendent agrees to establish a process in which the Union can request an equity study for an entire classification.

4.3 A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or a five percent (5%) salary increase, whichever is greater; provided that no employee is thereby advanced above the "E" (or final) step of the higher base salary range. Promoted employees who are returned to their former classification during their probationary period shall receive the rate of pay they received immediately prior to their promotion.

4.4 Employees who receive a "demotion" in job classification as a result of an industrial injury will be maintained at their salary range existing at the time of the injury. Such employees will remain at that rate until the salary amount paid to employees within the range to which the employee now belongs is equivalent to his/her salary amount. If these employees are on the "E" step, these employees will continue to accrue credit years towards longevity.

4.5 **Longevity.** All Teamsters members with an initial date of hire on or before June 30, 2017, have been grandfathered in to receive a stipend of five (5) percent added to the base salary following the fifth (5th) year of service that is consistent with the employee's seniority date.

For employees hired on or after July 1, 2017, the Superintendent shall provide Teamsters members with the following paid longevity stipend:

Upon completion of 15 years employment, base salary plus three (3) percent

Upon completion of 20 years employment, base salary plus six (6) percent

Upon completion of 25 years employment, base salary plus nine (9) percent

Upon completion of 30 years employment, base salary plus twelve (12) percent

Effective July 1, 2026, the Superintendent shall provide Teamsters members with the following paid longevity stipend:

Upon completion of 10 years employment, base salary plus two (2) percent

Upon completion of 15 years employment, base salary plus four and one half (4.5) percent

Upon completion of 20 years employment, base salary plus seven and one half (7.5) percent

Upon completion of 25 years employment, base salary plus ten and one half (10.5) percent

Upon completion of 30 years employment, base salary plus thirteen and one half (13.5) percent

4.6 **Bilingual/Biliterate Positions**. The Superintendent agrees to establish bilingual/biliterate positions as needed and determined by Human Resources. Positions will be created with existing position levels determined by the department (i.e., Office Specialist II) and approved by Human Resources. The number of positions established will be determined by Human Resources based on departmental or organizational needs. Current positions which will be determined to be designated as bilingual/biliterate will initially be posted internally. If no internal candidates apply or successfully pass the test, the position will be posted externally if and when the designated position is vacated or funds are received to establish a new position. Once a designated bilingual/biliterate position has been filled initially, subsequent vacancies in that position will follow the established process for filling (internal/external posting to be determined by department).

Positions designated "Bilingual" will receive a $60 per month stipend. Positions designated "Bilingual/Biliterate" will receive a $90 per month stipend. The Superintendent may review adding the stipend to

any position when it is brought forward that a substantial or more than occasional use of bilingual/biliterate skills is required.

4.7 **Pay Periods**. Classified employees are paid monthly on the last working day of the month.

4.8 **Insurance**. For the purposes of this section, an eligible employee is defined as a full-time employee who works eight (8) hours per day, forty (40) hours per week and serves at least one hundred and eighty-two (182) days per fiscal year.

The Superintendent shall contribute 75% premium towards elected coverage by employees working four (4) hours per day but less than eight (8) and who work more than twenty (20) hours per week but less than forty (40). The affected employees' share of 25% shall be automatically paid through payroll deduction. Those employees hired prior to July 1, 1987, who have served as part-time employees in the classified service for more than five (5) years will maintain full benefits.

Employees who work less than four (4) hours per day and less than twenty (20) hours per week shall not be entitled to any health benefit coverage.

4.8.1 Interpreters who work six (6) or more hours per day will be considered full-time Unit Members within the organization. Retirement service credit shall be applicable to the terms and conditions of the law.

4.9 **Medical**

4.9.1 The Superintendent agrees to work with the Union in a collaborative manner to obtain the best Medical, Dental, and Vision rates for Teamster's members. This includes examining all viable benefit options, including the Teamsters Local 1932 Health and Welfare Trust.

4.9.2 **Medical Insurance**. The Superintendent shall contribute a shared cost with Unit Member(s) for the current fiscal year for eligible full-time employees and dependents. The Superintendent and the Bargaining Unit shall negotiate each fiscal year for the term of the existing contract for medical insurance coverage for eligible full-time employees and dependents.

Effective July 1, 2025, the Superintendent shall make a maximum contribution up to $22,000 toward health benefits (medical, dental, vision, and life insurance benefits) for each unit member.

Effective July 1, 2026, the Superintendent shall make a maximum contribution up to $23,300 toward health benefits (medical, dental, vision, and life insurance benefits) for each unit member.

Effective July 1, 2027, the Superintendent shall make a maximum contribution up to $23,000 toward health benefits (medical, dental, vision, and life insurance benefits) for each unit member.

4.9.3 **Dental Insurance**. The premium costs shall be paid from the health and welfare maximum contribution by the County.

4.9.4 **Vision Insurance**. The premium costs shall be paid from the health and welfare maximum contribution by the County .

4.9.5 **Life Insurance**. The premium costs of a $50,000 life insurance policy shall be paid from the health and welfare maximum contribution by the County.

4.9.6 Any use of a dividend from CSEBA will be reinvested into Health and Welfare benefits.

4.9.7 **Retiree Medical**. Employees who retire from the Superintendent after reaching age 55 and who have completed ten (10) consecutive years of full-time service with the Superintendent, immediately prior to such retirement, may continue to receive existing available medical insurance coverage for the employee only until he/she reaches age 65 or qualifies for Medicare, whichever comes first, provided, however, that the employee first reimburse the Superintendent for fifty percent (50%) of the cost of such coverage. The spouse or surviving spouse may be added to such coverage at the employee's expense who shall pay seventy-five (75%) of the current charge for such coverage. Should such reimbursement not be received by the Superintendent by the first of the month following a covered insurance month (30-day grace period), the Superintendent may terminate such coverage immediately.

The Superintendent agrees to a re-opener on this matter upon 30-day notification from Teamsters. This is to allow discussion and potential agreement on participation of SBCSS Teamsters in the Teamsters Local 1932 Retiree Medical Trust. The parties agree to meet and confer no more than one (1) time per fiscal year beginning January 1, 2024.

4.9.8 **State Disability Insurance**. Unit employees participate in the State Disability Insurance (SDI) program. Claims for disability coverage must be filed in accordance with the guidelines established by SDI.

4.9.9 **Retirement Benefits.** The Superintendent offers employees retirement benefits through CalPERS. Employees are normally eligible for "Service Retirement" once they reach age 50 and have five (5) years of PERS-credited service. Currently, CalPERS provides a two percent (2%) at 55 years of age retirement benefit. Employees may contact the County Schools Retirement Department for the nearest CalPERS office.

Article 5: HOURS

5.1 The regular workweek of a full-time employee shall be forty (40) hours and the regular workday shall be eight (8) hours. The scheduling of the hours and the workdays shall be at the sole discretion of the Superintendent. This article shall not restrict the extension of the regular workday or workweek on an overtime basis, when necessary, to carry on the business of the Superintendent.

5.1.1 Interpreters who work six (6) or more hours per day will be considered full-time Unit Members within the organization, as noted in 4.8.1. Retirement service credit shall be applicable to the terms and conditions of the law.

5.1.2 Rest breaks of fifteen (15) minutes for each four (4) hours worked shall be provided.

5.2 **Overtime**. Overtime is any time required to be worked in excess of eight (8) hours in any one workday and in excess of forty (40) hours in any calendar week as assigned by the supervisor. This provision does not apply to employees whose regular workday is less than eight (8) hours or whose work week is less than forty (40) hours. For computing the number of hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence shall be considered as time worked by the employee. The Superintendent shall provide compensation at a rate equal to one and one-half (1 1/2) times the regular rate of pay for employees designated by the Superintendent and authorized to

perform overtime work. Upon request from the employee and approval of the Superintendent, an employee may accrue compensatory time off at time and one-half.

Upon termination, the employee may be paid for properly documented unused compensatory time at a rate not less than (a) the average regular rate received by the employee during the last three (3) years of the employee's employment, or (b) the final regular rate received by the employee, whichever is higher. The Superintendent shall provide employees reasonable notice when overtime is required except in a declared state of emergency.

5.3 Notwithstanding paragraphs 5.1 and 5.2 above, the work week for any employee having an average workday of four (4) hours or more during the work week shall consist of not more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the employee designated by the Superintendent and authorized to perform the work.

5.4 Employees on duty for a minimum of six (6) hours shall be entitled to a duty-free lunch period of at least thirty (30) minutes to be determined by the Superintendent with consideration given to individual employee's needs.

5.5 The normal work year for classified positions shall consist of a ten (10), eleven (11) or twelve (12) month period. The determination of the length of the work year for each position is at the sole discretion of the Superintendent and may be changed as new positions are created or as is necessary to carry out the business of the Superintendent.

5.5.1 Calculation of Workdays and Payment Schedule. The Superintendent is responsible for ensuring that classified employees are compensated according to the number of days worked each year and receive payment for the full number of workdays within the fiscal year. In fiscal years, when the number of workdays exceeds 260 (for example, leap year), unit members will be paid for all days worked. This payment is determined by calculating the daily rate based on the 260-day salary schedule. By applying this salary schedule, the Superintendent guarantees that employees are accurately paid for all designated workdays, maintaining consistency and fairness in the County's compensation practices.

5.5.2 Interpreters shall receive one (1) day of in-service as provided with the approval of the Supervisor and/or Administrative Designee. Unit members shall receive their regular rate for the scheduled in-service. Any applicable registration fees will be paid by the County Office.

5.6 **Work Hours**. The traditional workday start range shall be between the hours of 7:00 a.m. – 8:00 a.m. and end between the hours of 4:00 p.m. – 5:00 p.m., however hours may be adjusted to meet the needs of each department. Management shall not use phone and text communication with employees outside of work hours unless there is an emergency. Employees are not expected to reply to emails after work hours.

5.7 **Flex Time**. At the request of an employee, and upon written approval of the immediate supervisor, flex time may be implemented in accordance with the following policy:

The San Bernardino County Superintendent of Schools maintains offices that are opened to serve members of the public on an 8:00 a.m. to 4:30 p.m. daily schedule except as noted above. While the Superintendent accommodates members of the public in maintaining these hours, its intent is to allow flexibility for employees where possible without decreasing client services. Requests to use flex time shall be evaluated regarding the ability of the Superintendent to maintain an appropriate level of service to our clients and school districts. Parameters within which employees may request flextime are as follows:

A. Employees may arrive no earlier than 7:00 a.m. and leave no earlier than 4:00 p.m.
B. Telephone coverage must be provided for all lines between 8:00 a.m. and 4:30 p.m.
C. Employees may take no less than a thirty (30) minute lunch. All lunches must be thirty (30) minutes or sixty (60) minutes in duration.
D. Flextime may be used in no less than thirty (30) minute blocks.
E. Employee requests for flextime should be for no less than four (4) months.
F. Any employee using flextime must follow a consistent weekly schedule five (5) days a week.
G. Designated offices may be treated differently than herein identified due to service hours maintained at their location.
H. If a request for flex hours creates an office coverage issue, flex time will be granted based upon seniority on a four (4) month basis when necessary.

Employee's requests for flex time must be directed to their immediate supervisor and forwarded to the appropriate Assistant Superintendent or SELPA Administrator. Flex time requests may be denied by the Superintendent if the employee's immediate supervisor determines that such request would interfere with the operations and/or educational service to clients, members of the public or school districts. Flex time is meant to be a benefit to the employee. This article is not to be used by Managers to usurp the overtime article.

5.8 **Call-Back.** The parties herein agree to designate "call-back" pay for employees who may be asked to return to active duty and the work site at the request of their supervisor or designee after said employee has been released from active duty and has left the work site.

Call-back compensation shall be paid in the following manner: the employee shall be paid a minimum of two (2) hours at their current base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time worked for the purpose of overtime.

Employees shall not be eligible for call-back pay in the following situations: 1) special on-duty assignments scheduled in advance; 2) the employee is called back within two (2) hours of the beginning of a scheduled work period; or 3) the employee is not required to leave home. In all cases the employee shall report all time actually worked with a pay period.

5.9 **Travel Procedure.** The Superintendent will comply with Travel procedures as defined in Policy 3314.4 – Procedure-Travel Authorization/Reimbursement. The Superintendent will pay overtime at the overtime rate for time worked outside of the regular workday only, not time "attending" the event. The limitation for flying

will be observed as follows; travel day (for travel by air) is ninety (90) minutes prior to scheduled departure and sixty (60) minutes after scheduled or actual landing.

Article 6: TRANSFER AND FILLING OF VACANCIES

6.1 Transfers of employees may be initiated by the Superintendent at any time whenever such transfer is determined by the Superintendent to be in its best interests. An employee affected by such transfer shall be given reasonable notice as soon as administratively practicable and, when possible, a conference will be held between the appropriate management person and the employee to discuss the reasons for the transfer.

6.2 The Superintendent shall post on the Superintendent Office Bulletin Board and in each employee's work location a list of all known vacancies. Unit members are not eligible to apply for other positions until the completion of their probationary period. Permanent unit members who are interested in vacant positions must file an online application.

6.3 For purposes of this provision, a vacancy is a position which is new or which remains unfilled after any transfers are made pursuant to Article 6.1 above.

6.4 The County Superintendent agrees to provide a quarterly report of vacancies to the Teamsters or designee.

6.5 Consideration will be given to all eligible applications, which meet the established qualification for the vacancy, and are properly submitted; however, the final selection is within the sole discretion of the Superintendent.

6.6 An eligibility list will be established by Human Resources for the positions of Office Specialist II or Office Specialist III. If an opening occurs within those classifications, all employees that meet the established criteria for the vacancy must apply for the position through EdJoin. Permanent Unit Members who are interested in the vacant position must file an on-line application within the ten (10) day filing period. If the number of employees interested and eligible for the position is more than ten (10), Human Resources can screen down the number to be interviewed to ten (10). If no permanent unit members express interest in position(s) via the on-line EdJoin system within the ten (10) day posting period or if the department does not select any of the eligible employees, Human Resources will advertise externally for the position. Vacancies shall be posted for a minimum of ten (10) days in accordance with established personnel recruitment and selection procedure.

6.7 No posted vacancy shall be closed for application until five (5) workdays after notice of the vacancy has been posted.

6.8 Involuntary Transfer. Involuntary transfers of unit members may be initiated by the County Superintendent management when necessary and reasonable as defined by the County Superintendent management. No transfer shall be arbitrary or capricious. Unit members affected by such transfer shall be given written notice of at least five (5) workdays prior to the transfer. Upon request of the unit member, a conference (telephonic or in-person) shall be held between the unit member and/or Teamster's representative/designee and the appropriate manager or designee to discuss the transfer. If a conference has been requested, the conference must be held within three (3) workdays of the request, unless there is mutual agreement to waive the timeline.

Article 7: LEAVES OF ABSENCE, VACATION AND HOLIDAYS

Employees must report their absences to their Supervisor or Supervisor's designee by telephone on the day they are absent if they have not previously reported and/or requested time off from their Supervisor. Employees are required to submit their "Report of Absence" form to their Supervisor no later than five (5) days upon their return to work. Interpreters will report their absence to the SmartFind Express Substitute Reporting System when the need to be absent is known but no later than 6:00 a.m. on the date of absence.

Unit members may be eligible for leave in accordance with applicable law through provisions under the Family Medical Leave Act, the California Family Rights Act, the California Pregnancy Disability Leave, or the Paid Family Leave.

7.1 Personal Illness and Injury Leave. Full-time employees shall be entitled to twelve (12) days leave with full pay for each fiscal year for purposes of personal illness or injury, or illness or injury of their child, parent, or spouse. Employees who work less than full-time shall be entitled to a prorated share of the twelve (12) days leave. This leave is not an earned right to time off work but is intended to be used in times of adversity to promote the health and welfare of the employee, or their child, parent, or spouse.

7.1.1 If an employee is separated from service and has been granted sick leave which was not yet earned at the time of separation from service, the Superintendent or designee shall deduct from the employee's final pay warrant the full amount of salary which was paid for such unearned days of sick leave.

7.1.2 If an employee does not utilize the full amount of leave as authorized in paragraph 7.1 above in any fiscal year, the amount not utilized shall be accumulated from year to year.

7.1.3 Upon request by the Superintendent or designee, an employee shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. In the case of illness or injury, the Superintendent or designee may require an employee to visit a certified medical specialist selected by the Superintendent at its expense for the purpose of an independent assessment to determine the nature and severity of the illness or injury. A report may be made back to the Superintendent. It is agreed that such report will at no time contain a diagnosis or prognosis unless such information is released in writing by the employee.

7.1.4 New employees of the County Schools shall not be eligible to take more than six (6) days of the proportionate amount to which he or she may be entitled under this section until the first day of the calendar month after completion of six months of active service with the County Office.

7.2 Extended Leave for Employee Illness. A period not to exceed one hundred (100) days extended (non-accumulated) illness leave shall be made available to employees on July 1 of each year. Employees on extended illness leave shall be paid not less than fifty percent (50%) of their daily rate while using this extended illness leave. Extended illness leave shall only be available after the exhaustion of all available sick leave. All available sick leave from prior years shall be paid at the full rate of pay. At the exhaustion of all available sick leave, the one-hundred (100) day period shall be paid at fifty percent (50%) rate. Vacation, compensatory time, parental leave, bereavement leave, and holiday leave shall be outside of this one-hundred (100) day period and may be used by the employee either preceding or following the one-hundred (100) days. FMLA and CFRA will

be applied according to law. Employees who are advanced sick leave days at the outset of each school year, and in turn use those days and the days included in extended illness leave, and/or other leaves, shall not be required to reimburse the Superintendent for used but not earned sick leave if placed in lay-off status prior to June 30 in any school year due to an inability to return to work.

7.3 **Personal Necessity Leave**. Leave which is credited under Article 7.1 of personal illness and injury leave may be used for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any fiscal year.

7.3.1 For purposes of this provision, personal necessity shall be limited to: (a) Death or serious illness of a member of the employee's immediate family as defined in 7.5.1 below; (b) An accident which is unforeseen involving the employee's person or property, or the person or property of an employee's immediate family; (c) Appearance as a witness in court, other than as a litigant, for reasons not brought about by the convenience or misconduct of the employee; (d) Other personal necessities which are allowed at the discretion of the Superintendent or designee provided that under no circumstances shall such leave be available for purposes of personal convenience, for matters which can be taken care of outside the work hours, for the extension of a holiday or a vacation period or for recreational activities.

7.3.2 Before the utilization of personal necessity leave, an employee must obtain prior written approval from the appropriate management person, except for cases of (a) and (b) in paragraph 7.3.1 above.

7.3.3 Under all circumstances, an employee shall verify in writing that the personal necessity leave was used only for purposes as set forth in paragraph 7.3.1 above. An employee shall be subject to appropriate discipline if the leave was used for purposes other than stipulated.

7.3.4 **Personal business leave** is a use category of personal necessity leave. Unit members may use up to, but not to exceed, four (4) of the seven (7) annual personal necessity days for personal business. Determination of what constitutes personal business for a given individual shall be the responsibility of the unit member. A request for personal business leave must be submitted to the unit member's immediate supervisor in writing prior to the requested leave date(s). Such leave may not be used for any of the following purposes: (a) work stoppage, strike, or other concerted activity directed against the San Bernardino County Superintendent of Schools or any organization; (b) employee organization activity; (c) engaging in other employment; (d) any illegal activity; or (e) for the purposes of extending a holiday or vacation period.

7.4 **Catastrophic Leave.**

1) The definition of Catastrophic Leave for an employee is a documented illness or injury that is expected to incapacitate the employee for an extended period of time.

2) Eligibility: Teamsters Local 1932 members who have permanent status in the San Bernardino County Superintendent of Schools classified Teamsters bargaining unit.

3) Requests for Catastrophic Leave shall be submitted to the Union via the Teamsters Stewards or assigned Teamsters Business Agent.

4) Once approved, Payroll will review for proper eligibility and/or make the appropriate leave adjustments.

5) Participation in the Catastrophic Leave Program is voluntary. Donations to the bank will occur as needed.

6) Union members electing to participate in the program must submit a completed Catastrophic Leave Program Donation Form that holds the Superintendent and Teamsters Local 1932 harmless and authorizes the Superintendent to donate accumulated sick leave in not less than full day increments.

7) Employees requiring the need to use the Catastrophic Leave Program must meet all of the following criteria:

a) Have permanent employment status with the Superintendent.

b) Have met the criteria and qualify for the Catastrophic Leave.

c) Have exhausted all available paid leave.

8) Donations of eligible leave credits are irrevocable once deducted from donors' sick leave accounts.

9) Unit members in need of Catastrophic Leave must submit a "Request for Catastrophic Leave" form to the Union via the on-site Teamsters Stewards or the assigned Teamsters Business Agent.

10) A Union Catastrophic Leave Committee shall determine how much, if any, leave will be donated to the applicant and the Union will notify the applicant and Payroll Department. Both the donor and the applicant of Catastrophic Leave shall remain confidential to all except the Catastrophic Leave Committee and the Payroll Department.

11) An employee must meet the requirements to donate as outlined in the CBA Catastrophic Leave article. Currently, an employee may donate from prior year sick leave accrual on a voluntary and confidential basis, in increments of eight (8) hours, not to exceed a total of fifty percent (50%) of the donor's sick leave balance per employee. Donations may be made to Teamsters 1932 members within the bargaining unit only, example: Managers may not donate to a Teamster member vis-à-vis.

12) An employee is not eligible to donate hours if their resulting sick leave balance would fall below 160 hours. (Examples: If a donating employee has prior year accrual of 200 hours, 40 hours may be donated. If a donating employee has 120 hours of accrued sick leave, no donation may be made.) Current year sick leave allocation may not be used towards a donation or counted in sick leave balance. Donations will be for the specified employee's Catastrophic Leave only. The total donation available to any one employee will be limited to a total of one thousand forty (1040) hours per fiscal year. The employee on an approved medical leave of absence who is receiving Catastrophic Leave can continue to receive benefits as defined in Article 4.8.

13) On an as needed basis, the Union may ask for donations to the Catastrophic Leave Bank. Names of donors will remain confidential. Once notified of donations, the Payroll Department will make the appropriate leave adjustments.

14) All donors shall sign voluntary sick leave donation release forms.

15) Hold Harmless: Participating unit members shall hold the Superintendent and the Union harmless in relation to any items related to this article. The unit member agrees that it will not file any claim or lawsuit of any kind related to any request, denial, or use of any leave from the Catastrophic Leave Program. Nothing in these provisions should be construed as a guarantee of any set amount of donation of days of or to any unit member.

7.5 **Bereavement Leave**. Unit members shall be entitled to five (5) days of bereavement leave due to the death of any member of their immediate family as outlined in Article 7.5.1. Three (3) days are without loss of salary. An additional two (2) days can be used from other qualifying leaves. When travel of 300 miles or more is required, five (5) days of bereavement leave are allotted without loss of salary. Proof of travel may be requested by the Superintendent. All bereavement leaves shall be taken within three (3) months of the qualifying death. If the leave is needed beyond the three (3) month deadline, the Superintendent may approve use of leave beyond the three (3) months of the qualifying death. Additional days may be added pursuant to Section 7.3 of the Agreement.

7.5.1 For purposes of this provision an "immediate family member" shall be limited to spouse/registered domestic partner, mother, father, grandmother, grandfather, grandchild, brother, sister, son, daughter or any current step or in-law relationship as defined above, of the employee or the spouse/registered domestic partner of the employee, or any relative living in the immediate household of the Unit Member, as approved by Human Resources. Under special circumstances, the Assistant Superintendent of Human Resources or designee, may review and determine approval of bereavement leave for a relative that is not designated based on the information received from the unit member.

7.6 **Pregnancy Disability Leave**. Employees are entitled to pregnancy disability leave of up to four months. Employees are entitled to use all available sick leave as set forth in paragraph 7.1 of personal illness and injury leave for disabilities caused, or contributed to, by pregnancy, miscarriage/stillbirth, child birth and recovery therefrom. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician shall provide written documentation; however, the Superintendent may, at its expense, require verification of the extent of disability through a physical examination of the employee by a physician appointed by the Superintendent.

7.6.1 Employees may receive leave without pay or other benefits for disabilities because of pregnancy, miscarriage/stillbirth, childbirth or recovery therefrom when sick leave as set forth in paragraph 7.1 of personal illness and injury leave, has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician, with the approval of the Superintendent.

7.7 **Child Bearing Preparation/Child Rearing Leave/Parental Leave**. Leave without pay or other benefits may be granted to an employee for preparation for child bearing and for child rearing or for parental leave.

7.7.1 The employee shall request such leave as soon as practicable, but when possible not less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

7.7.2 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the Superintendent.

7.7.3 The duration of such leave shall automatically terminate on June 30 in the fiscal year in which such leave is granted. If requested an extension of leave may be granted by the Superintendent not to exceed one work year.

7.7.4 There shall not be a loss of employment status for child bearing or child rearing. No person shall be entitled to compensation, increment or the accrual of seniority for layoff or reduction in force purposes. The time taken on parental leave shall not count toward credit for probationary employees in earning permanency status.

7.7.5 In the event of a miscarriage/stillbirth or death of a child while an employee is on leave for child bearing or child rearing purposes, the employee may request an immediate assignment to a vacant position. If there is a vacancy for which an employee is qualified, the Superintendent may assign the employee to a position as soon as practicable.

7.8 **Industrial Accident Leave**. Employees shall be entitled to industrial accident leave as provided by the Education Code for personal injury, which has qualified for workers' compensation under the provisions of the Joint Powers Self Insurance Program.

7.8.1 Such leave shall not exceed sixty (60) days during which the schools of the Superintendent are required to be in session, or when the employee would otherwise have been performing work for the Superintendent, in any one fiscal year for the same industrial accident.

7.8.2 The Superintendent has the right to have the employee examined by a physician designated by the Superintendent to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injuries involved.

7.8.3 For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the Superintendent any wage loss disability indemnity check from the Joint Powers Self Insurance Program which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to the Superintendent any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the Superintendent shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

7.9 **Judicial Leave**. Employees shall be provided leave for regularly called jury duty.

7.9.1 The employee, while serving jury duty, shall receive pay less any amount received for jury service.

7.9.2 Employees shall not be required to report to work at the beginning of their shift while serving on jury duty, unless they are able to work a full one (1) hour (excluding reasonable travel time) before reporting to jury duty.

7.9.3 Employees on judicial leave who are dismissed from jury duty after 10:00a.m. need not return to their workstation. All other employees on judicial leave whose presence is no longer required before 10:00a.m. shall immediately return to their workstations to continue their assigned duties.

7.10 Military Leave. Leaves of absence for active military service shall be granted under the provisions of Military and Veterans Code Section 395.

7.11 Parent Conference Leave. Employees with school age children will be granted a reasonable time off with pay to attend a regularly scheduled parent conference. This leave may be taken up to four (4) hours per child per fiscal year.

7.11.1 Family School Partnership Act. Employees who are parents, grandparents/guardians of one or more children of the age to attend kindergarten or grades one through twelve or a licensed child care provider shall be allowed to take off up to forty hours of unpaid leave each year no more than eight hours in a calendar month. The employee shall utilize all available vacation, personal leave, or compensatory time for purpose of planned absence authorized by this section. The employee shall provide documentation as proof that he or she participated in school or licensed child daycare facility activities on that specific date and time. For purposes of this subdivision, documentation means whatever written verification of parental participation the school or licensed child daycare facility seems appropriate and reasonable.

7.12 Leaves for Victims of Violence (AB 406)

7.12.1 Unit members who are victims of a qualifying act of violence, or who have a family member who is a victim of a qualifying act of violence, shall be entitled to leave and job protections, including the use of accrued paid leave, to attend judicial proceedings related to such acts, in accordance with applicable law, including Government Code section 12945.8 and Labor Code section 246.5, as amended.

7.13 Other Leaves Without Pay. Upon approval of the Superintendent or designee, leave without compensation, increment, seniority or any other benefit may be granted for a period not to exceed one (1) fiscal year for the following purposes: voluntary government service, care for a member of the immediate family who is ill, long-term illness of the employee, education, or service to an elected public office.

7.13.1 The applications for, and granting of, such leaves of absence shall be in writing. In addition, an employee on such leave shall notify the Superintendent no later than thirty (30) calendar days prior to the expiration of the leave as to their intent to return to employment for the Superintendent. Failure to so notify will be considered an abandonment of position, except in cases of extenuating circumstances, approved by the Superintendent.

7.13.2 Permanent employees who have completed one (1) year of continuous service may request a leave of absence without pay to continue their education. Educational leave shall be used only when all accrued vacation leave and compensatory time has been exhausted. With the exception of student teaching, upon approval, education leave will be granted for no less than six (6) months, and no more than one (1) year. Education leave shall not be granted more than once per fiscal year unless additional leave is deemed appropriate by the Superintendent or designee. Leave for student teaching may be granted for a specific length of time, not to exceed one (1) year. Verification of current enrollment status from the school of attendance will be required prior to granting the leave. Completion of courses must be verified prior to return to work. Upon completion of education leave the employee will be returned to a vacant position in the same classification. If there are no vacant positions available in the employee's classification, the employee will be placed on a 24-month reemployment

list. Employees have no bumping rights when returning from education leave. If an employee fails to complete the class(es) and does not inform the Superintendent within five (5) days of the last day he/she attended class(es), the employee will relinquish rights to return under education leave.

7.14 Family Care Leave. Employees may be entitled to a leave or leaves of absence with or without pay, with the right to return to a comparable position. Reasons may include, but are not limited to, a serious health condition of the employee, including pregnancy disability; care of a parent, spouse/registered domestic partner or child with a serious health condition; birth, bonding or placement for adoption or foster care of a new child.

7.15 Vacation Benefits.

7.15.1 Each regular classified employee shall be credited with an annual vacation leave at the regular rate of pay to be earned at the beginning of each fiscal year.

7.15.2 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment except for employees working less than twelve (12) months and who have their vacation scheduled during school recess period at Winter or Spring break. Such employees shall be allowed to use vacation leave without salary reduction during Winter and Spring break before completion of the initial six (6) months of employment subject to paragraph 7.14.9 below.

7.15.3 The Superintendent shall provide vacation credit, not including overtime, to regular classified employees who work a full workweek of forty (40) hours as follows:

Length of Service from Hire Date	Annual Vacation Allowance
First day of 7th month through last day of 4th year	10 days
First day of 5th year through last day of 9th year	15 days
First day of 10th year	20 days

7.15.4 Vacations may be taken with the approval of the Superintendent at such time that will not impair the work schedule and efficiency of the department. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year up to a maximum of 184 hours.

7.15.5 The minimum charges against accumulated vacation leave shall be one-quarter (1/4) hour or multiples thereof.

7.15.6 When a fixed holiday falls within a vacation period, the holiday time shall not be charged against the employee's earned vacation allowance.

7.15.7 The employee may be granted vacation during the school year even though not earned at the time the vacation is taken.

7.15.8 If an employee is separated from service and has been granted vacation which was not yet earned at the time of separation from service, the Superintendent shall deduct from the employee's final pay warrant the full amount of salary which was paid for such unearned days of vacation taken.

7.15.9 Upon separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation, except employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

7.15.10 Classified employees working in regular positions at less than eight (8) hours per day for five (5) days per week, or at less than twelve (12) months per year, shall receive vacation leave accumulation on a pro-rata basis.

7.16 Holidays.

7.16.1 Employees shall be entitled to the following paid holidays provided the employee is in paid status during the working day immediately preceding or the working day succeeding the holiday:

Independence Day
Labor Day
Admissions Day (Identified as day before Christmas)
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas
Day before New Year's
New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Juneteenth

7.16.2 Regular employees who are normally not assigned to duty during the holidays of December 25 and January 1 shall be paid for those two (2) holidays provided they were in paid status during the workday of their normal assignment immediately preceding or succeeding the holiday period.

7.16.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When an employee is required to work on any said holiday(s), (s)he shall be paid compensation, or, at the Superintendent's discretion, given compensatory time off for such work, in addition to regular pay received for the holiday, at the rate of time and one-half his regular rate of pay.

7.16.4 Employees stationed at, or primarily serving, school sites shall work a yearly schedule to coincide, to the extent possible, with the vacation and holiday schedule of the district in which the school is located, provided each employee is guaranteed that he/she shall receive the number of holidays and vacation days as specified in this Agreement.

7.17 General Provisions. Leave benefits, such as vacation and absence due to illness, shall be accrued in the ratio that the number of hours per workday bears to eight.

7.17.1 Leaves of absence shall be deducted on a one-quarter (1/4) hour basis except pregnancy disability leave, child bearing preparation and child rearing leave, industrial accident leave, military leave and other leaves without pay which shall be deducted on a one (1) hour basis.

7.17.2 Nothing in this article shall be constructed to limit the Superintendent's right to require verification of leaves of absence.

Article 8: EVALUATION PROCEDURES

8.1 The Superintendent shall perform a written evaluation of all new employees no less than once during their first six (6) months of employment and all permanent employees no less than once each fiscal year.

8.2 Employees will have a six (6) month probationary period. Probationary periods shall be extended for leaves, such as pregnancy disability, child bearing preparation or other leaves in unpaid status. A salary increase shall be given after six (6) months of service if the employee has performed at a satisfactory level of service according to the evaluation.

8.3 Classified employees are typically hired on the "A" or first step of the appropriate salary range. Evaluations for new classified employees occur approximately two (2) and five (5) months from time of hire, during their probationary period. A rating of "Satisfactory" or above on the evaluation prior to six (6) months of service will result in a pay increase after six (6) months of service. Additional pay advances ("step increases") will occur annually thereafter contingent on satisfactory annual performance evaluations.

8.4 Each time an evaluation is given, the evaluator shall discuss the written summary of the evaluation with the employee. The employee must sign the evaluation form signifying only that the employee has read the document and has been provided the opportunity of attaching a written response which shall become part of the permanent record. A rating of "Satisfactory" or above on Overall Performance is necessary for a salary rate increase. In the event that the employee refuses to sign the evaluation, a note so stating will be attached by the immediate supervisor. Permanent employees shall be given at least two workdays advance notice of the time, date, and place of the evaluation conference, unless a shorter timeline is mutually agreed upon by the employee and the supervisor. Upon notification, the employee may request an advance copy of the evaluation so that the employee may review prior to the evaluation conference. If the employee feels the evaluation will be unsatisfactory, the employee may request that a representative of the Union be present at the evaluation. All evaluations shall comply with this section before being entered into the employee's permanent record.

8.5 Unit members are not eligible to apply for other positions until the completion of their probationary period. Permanent unit members who are interested in vacant positions must file an on-line application. Permanent employees who are promoted and returned to their former classification during their probationary period will not be required to serve a new probationary period.

Article 9: COMPENSATION FOR WORKING OUT OF CLASSIFICATION

9.1 Employees may be required to perform duties that reasonably relate to duties fixed and prescribed by the Superintendent for their position. Employees also may be required to perform duties which are not reasonably related to their current duties. In such cases employees who work five (5) workdays within a fifteen (15) calendar day period shall receive an additional 5% for the entire period they are required to work out of classification in the higher classification. Employees working in a higher level management position shall be paid at least step A of the higher position adjusted for a two-hundred sixty (260) day calendar.

Article 10: SAFETY REIMBURSEMENTS

10.1 The Superintendent will reimburse employees up to $600.00 per year for the repair cost or replacement of glasses, contact lenses, dentures and hearing aids that are damaged during the course of employment and not covered by insurance. Reimbursement up to $50.00 per item will be made for personal clothing damaged on the job and during the course of employment. Also included is the insurance deductible for vandalism to personal automobiles parked on school grounds and/or administrative sites during an employee's working hours or while in use during the course of their employment. The Employee Loss Report is available through the Risk Management Services Department. Payments will be made according to procedures established by the Internal Business Office.

10.2 Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor. In collaboration with the employee's Supervisor, the employee and the Supervisor shall, in addition, make sure that each incident of assault is reported to the police.

Article 11: GRIEVANCE PROCEDURE

11.1 A "grievance" is a formal written allegation by an employee who has been adversely affected by a violation of a specific provision of this Agreement. Nothing in this section shall be applicable to Article 11: Classified Discipline.

11.2 A "day" is a day in which the central administrative office of the Superintendent is open for business.

11.2.1 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the Superintendent to adjust grievances.

11.2.2 "Grievant" - An employee filing a grievance.

11.2.3 Employees shall be entitled to Union representation at all levels of the grievance procedure.

11.2.4 Should the employee or the Union fail to respond in any time limits contained herein, the grievance shall be deemed resolved.

11.2.5 If the appropriate management person or designee does not respond within the time limits, the grievant may appeal to the next level.

11.3 **Informal Level**. Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

11.4 **Level I**. Within fifteen (15) days after the employee knew, or should have known, of the occurrence of the act or omission giving rise to a grievance, the employee must present the grievance in writing to the immediate supervisor.

11.4.1 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

11.4.2 The supervisor shall communicate a decision to the employee in writing within fifteen (15) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

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

11.5 **Level II**. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the appropriate SELPA Administrator, Assistant Superintendent or Deputy Superintendent. This appeal must be made within ten (10) days following receipt of the Level I decision.

11.5.1 This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

11.5.2 The appropriate SELPA Administrator, Assistant Superintendent or Deputy Superintendent shall communicate a decision within twelve (12) days after receiving the appeal.

11.5.3 Either the grievant or the appropriate management person may request a personal conference within the above time limits.

11.6 **Level III**. If not satisfied with the decision at Level II, the grievant may, within ten (10) days, submit a request in writing on the appropriate form to the County Superintendent or designee for a facilitator/mediator. At this level a facilitator/mediator will be utilized to assist in the communication between the unit member filing a grievance and the County Superintendent. The individual facilitator/mediator shall be selected from the California State Mediation and Conciliation Service (CSMCS). The role of the facilitator is to enhance communication and provide alternative means of dealing with the grievance. The work of the facilitator is non-binding on either party and there will be no written opinion regarding the outcome by the facilitator.

As an alternative, the employee may elect to go to Level IV and not utilize the provision contained in Level III and shall so request in writing on the appropriate form to the County Superintendent or designee within the above stated time frame.

11.6.1 The Union and the Superintendent shall attempt to agree upon a mediator who will render an advisory award. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service (CSMCS) to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the mediator who will render an advisory decision. The order of the striking shall be determined by lot.

11.6.2 The fees and expenses of the mediator shall be borne by the Superintendent if the grievance is sustained and the Union if the grievance is denied. In the event the grievance is sustained in part and denied in part, the mediator shall determine the appropriate share of fees and expenses to be assessed each party. All other expenses shall be borne by the party incurring them.

11.6.3 The mediator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the mediator shall

determine the issues by referring to the written grievance and the answers thereto at each step. All mediation issues shall be ruled upon prior to hearing on the merits.

11.6.4 The mediator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the Superintendent. The mediator shall be limited to a maximum award of $1,000 on any single or group of grievances involving the same issue(s). Notwithstanding the above maximum award limitation of $1,000, the County Superintendent of Schools, or if the matter is reviewed by a Superior Court of appropriate jurisdiction, either the Superior Court or the County Superintendent of Schools may award in excess of $1,000, on any single or group grievances involving such an issue.

11.6.5 After a hearing, and after both parties have had an opportunity to make written arguments, the mediator shall submit in writing to all parties his findings and recommendations which shall be advisory to the parties.

11.7 **Level IV.** If Level III is waived or in the event that either party is not satisfied with the recommendation(s) of the mediator, that party may appeal the decision in writing within ten (10) days to the Superintendent.

11.7.1 This written appeal shall include a copy of the original grievance, the Article of the Agreement alleged to have been violated, the decisions rendered at Levels I, II and III, and a clear, concise statement of the reasons for the appeal and names of witnesses and all documents admitted at the mediation in Level III.

11.7.2 The Superintendent alone has the power to render a final and binding determination of a grievance. The recommendation of the mediator shall only be advisory and if, upon review of the written decision, the Superintendent determines that he/she is unable to render a final determination on the record, he/she may reopen the record for the taking of additional evidence.

11.8 No reprisals of any kind will be taken by the County Superintendent or by any member or representative of the County Superintendent against any grievant, any party of interest, any member of the Union or any other participant in the grievance procedure by reason of such participation.

Article 12: CLASSIFIED PROGRESSIVE DISCIPLINE

12.1 Permanent and Probationary Status

Classified Unit Members who have obtained permanent status following their designated probationary period (not to exceed six (6) months) may be dismissed only for cause, Ed Code 45114. Probationary Classified Unit Members may be dismissed without cause prior to the end of their probationary period (Ed Code 45113). Disciplinary action shall include dismissal, suspension without pay, and demotion, except lay off or lack of work or lack of funds.

12.2 Adoption of Rules and Regulations

The Education Code requires the Superintendent to adopt rules and procedures for disciplinary proceedings (Ed Code 45113). The rules must provide procedures for informing the employee by written notice of

the specific charges against him/her, written notice of the employee's right to an administrative hearing on the charges against him/her, written notice of the employee's right to an administrative hearing on the charges against him/her, the time in which administrative hearing may be requested (not less than five days after service of the notice on the employee) and a card or paper, the signing and filing of which shall constitute a demand for a hearing and denial of all charges (Ed Code 45113).

12.3 Progressive Discipline

The level of discipline shall be guided by the principles of progressive discipline, beginning with oral discussion, if appropriate. Progressive discipline may or may not occur in sequential order dependent upon the nature, context, and seriousness of the offense as determined by the Superintendent. For less serious offenses, progressive discipline is intended as gradual corrective action to provide guidance, assistance, and correction of inappropriate conduct. More serious violations may cause for steps to be skipped.

A written plan of improvement containing specific expectations and time frames in which to accomplish them may be simultaneously implemented within any step in the process.

In the event of written disciplinary action, the Unit Member should also be given an opportunity to respond in writing to the written reprimand/warning within ten (10) working days. Unit Members shall have the right to have representation during disciplinary matters and will be informed of such a right prior to the disciplinary action as defined below.

Entry into the appropriate level of discipline will be at the supervisor/manager's discretion as dependent on the level of the seriousness of the offense. Progressive discipline steps may be skipped or varied based on the seriousness of the employee's behavior/poor performance as determined by the supervisor/manager. As such, the following define progressive discipline terms and, when applicable, sequential steps in the process:

12.3.1 Oral Warning/Conference Summary

An oral warning is generally done informally as a corrective counseling session, with the supervisor/manager meeting with the Unit Member to be certain that the Unit Member realizes that his or her work performance or behavior is unsatisfactory and what is expected in terms of improvement is understood. A conference summary may or may not be written. This conference summary shall not go into the personnel file unless subsequent performance issues or conduct recurs that require further disciplinary action at which time the written conference summary may be attached to subsequent letter.

12.3.2 Letter of Written Warning

A letter of written warning should include a clear explanation of the consequences of the Unit Member's job performance or conduct that falls below expectations. The Unit Member's immediate supervisor/manager shall prepare a written warning letter and shall provide such letter to the affected Unit Member. The warning letter shall outline specific areas and/or incidents of the Unit Member's deficient performance and/or conduct and give specific directives for improvement. The warning letter will be placed in the personnel file after ten (10) days and the Unit Member will be given the opportunity to respond in writing which will be attached to the letter of warning and placed in the personnel file.

12.3.3 Letter of Written Reprimand

Dependent on the severity of the conduct or if there is insufficient or no improvement in the Unit Member's work performance/conduct over a period of time, or if additional incidents or more serious problems surface, a written reprimand may be the next appropriate step. Specific expectations and required time frames should be outlined and the consequences of continued failure to meet the required standards for work shall be clearly stated. The letter of reprimand shall not be placed into the Unit Member's personnel file until he/she has been given ten (10) working days to respond. The warning letter will be placed in the personnel file after ten (10) days and the Unit Member will be given the opportunity to respond in writing which will be attached to the letter of warning and placed in the personnel file. In the event steps are skipped that result in disciplinary action beginning at 12.3.3 (Letter of Written Reprimand) notification to Teamsters Business Agent/designee is required.

12.4 Suspension

Suspension shall not exceed twenty (20) working days.

12.5 Causes for Disciplinary Action

Causes for suspension, demotion or dismissal of any Unit Member shall include, but not be limited to:

1. Incompetence or inefficiency in the performance of the duties of his/her position.
2. Inability to perform assigned duties due to failure to meet or retain job qualifications (including but not limited to, failure to possess required licenses or failure to pass required tests).
3. Insubordination (including, but not limited to, refusal to do assigned work).
4. Carelessness or negligence in the performance of duty or in the care or use of County Superintendent of Schools property.
5. Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
6. Dishonesty.
7. Drinking alcoholic beverages on the job or reporting to work while intoxicated.
8. Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substance.
9. Personal conduct unbecoming to an employee of the County Superintendent of Schools.
10. Engaging in political activity during assigned hours of employment.
11. Conviction of any crime involving moral turpitude.
12. Arrest for a sex offense as defined in Education Code Section 44010.
13. Conviction of a narcotics offense as defined in Education Code Section 44011.
14. Absence without leave or repeated tardiness.
15. Abuse of Leave Privileges.
16. Falsifying any information supplied to the County Superintendent of Schools including, but not limited to. information supplied on application forms, employment records or any other County Superintendent of Schools record.

17. Persistent violation or refusal to obey safety rules and regulations or directions of the County Superintendent of Schools, or laws of the state or federal government.
18. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
19. Willful or persistent violation of the Education Code or rules and regulations of the County Superintendentof Schools.
20. Any willful conduct tending to injure the public service.
21. Abandonment of position or excessive absenteeism.
22. Advocacy of the overthrow of federal, state or local government by force, violence or other unlawful means.
23. Physical or mental incapacity.

12.6 Due Process – Notice of Disciplinary Action and Skelly Meeting

No disciplinary action may be taken for any cause which arose prior to the Unit Member becoming permanent or more than two years preceding the date of the filing of the notice of cause unless the cause was concealed or not disclosed by the Unit Member (Ed Code 45113). The burden of proof shall be on the Superintendent to establish cause for dismissal (Ed Code 45113).

The notice of disciplinary action must contain a statement in ordinary and concise language of the specific act or omissions which the disciplinary action is based, a statement of cause for the action taken, and if it is claimed that a Unit Member has violated a rule or regulation of the employer, the rule or regulation must be specified in the notice (Ed Code 45113).

Prior to giving the Unit Member written notice of disciplinary action, the employer is required to meet with the Unit Member to give the Unit Member an opportunity to respond to the allegations against the employee and to explain his or her actions (Skelly Hearing {Ed Code 45116}).

The employee shall have a Skelly hearing which shall be scheduled no less than ten (10) working days from the date the employee is served the Notice of Intent to Discipline and shall afford the employee the right to respond to the charges. The Unit Member is entitled to representation. The Superintendent shall provide the Unit Member a written response to either continue, amend, reduce or dismiss the discipline within ten (10) days following the Skelly.

12.7 Insufficient Notice

A notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based and a statement of the cause for the action taken. If it is claimed that a Unit Member has violated a rule or regulation of the County Superintendent of Schools, such rule or regulation shall be set forth in said notice. If the identified items are omitted, this shall constitute an insufficient notice and a proceeding may be brought on behalf of the employee to discontinue the action.

12.8 Hearing

The employee may request a hearing before the Superintendent. The hearing is conducted in a formal manner, all witnesses are sworn, and the Superintendent and Unit Member are given the opportunity to present their case, which includes opening statements, presenting witnesses, cross-examination of witnesses, present testimony, introduce documentary evidence, and make closing statements.

12.9 Third Party Hearing Officer

The Superintendent reserves the right to delegate the hearing to a third-party neutral that can make recommendations to the Superintendent. In the event the Superintendent delegates the hearing to a hearing officer, the Superintendent and Teamsters shall mutually agree on the selection of the hearing officer within ten (10) working days from the date of the request for hearing, notwithstanding any unforeseen delays that will be promptly communicated to both parties.

For the selection process, the Superintendent will submit a list of five (5) qualified hearing officers to the California Mediation and Conciliation Service. The hearing officer will be selected from the aforementioned list by alternate strike-off. The first strike-off will be by mutual agreement. Thereafter, each party will strike one name off the list until only one name remains. The remaining hearing officer will conduct the hearing under the rules of procedure established by the hearing officer, which are consistent with the law.

12.10 Final Decision of the Superintendent

The Superintendent retains the authority to review the hearing officer's decision and make the final decision. The Superintendent/designee shall inform the Unit Member of the decision in writing thirty (30) working days after receiving the findings of facts and conclusions of law from the hearing officer.

12.11 Hearing Expense

The cost of the hearing shall be mutually shared by both parties. Both parties agree to be responsible for their respective costs incurred, inclusive of transcripts. The cost of the mediator shall be equally shared.

12.12 This section shall not be construed to prevent layoffs for lack of work or lack of funds.

Article 13: LAYOFF AND RE-EMPLOYMENT PROCEDURES

13.1 Reason for Layoff. A layoff is the involuntary separation or reduction of a regular employee to a lower classification caused by the deletion of positions. Layoffs shall occur only for justifiable lack of work or demonstrable lack of funds. The Superintendent shall have no duty to negotiate the decision to layoff. When requested by the Union, the Superintendent shall negotiate the impact of the decision to layoff.

13.2 Notice of Layoff. Layoffs shall be conducted in accordance with Education Code section 45117. Notice of layoff shall be provided to classified employees for the upcoming school year no later than March 15th of the prior school year. Upon decision of the Superintendent to reduce the number of employees in the classified service, written notice of layoff shall be sent by registered mail or delivered in person to the affected employees by Human Resources. Notice shall also be sent to the Union. The Union shall have ten (10) working days from the date of notification to submit a written request to meet and confer regarding the impact of the layoffs.

13.2.1 **Notice of Layoff for Grant-Funded Positions**. The Superintendent shall send written notice of layoff to the affected employees not less than sixty (60) Ed Code 45117 days prior to the effective date of layoff, informing the employees of their displacement rights, if any, and re-employment rights. The notice of layoff shall specify the reason for layoff and identify by name and classification the employee designated for layoff.

13.3 **Order of Layoff**. Within a given class, probationary, short-term and substitute employees shall be laid off before any permanent classified employee is separated from his/her position.

13.3.1 The order of layoff of employees shall be determined by length of service.

13.3.2 In the case of two or more employees having the same length of service, the order of layoff of such employees shall be determined by lot.

13.4 **Seniority – Date of Hire**. For purposes of this section, length of service shall mean date of hire. Seniority within a class shall be calculated by length of service within classifications of equal or higher ranking in which the employee is serving or has served.

13.4.1 "Hire date" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service to the Superintendent.

13.5 **Displacement Rights**. Employees who are subject to layoff shall exercise bumping rights into any classification within a current or previously held position, providing they meet minimum qualifications and providing that the classification in which they are bumping is equal to or lower than the classification in which the employee has served.

13.6 **Demotion or Retirement in Lieu of Layoff**. An employee subject to layoff may, in lieu of such layoff, if qualified and subject to the provisions of this Article, elect to be demoted to a lower job class or retire under the provisions of the Public Employees Retirement System (PERS).

13.6.1 An employee who elects demotion in lieu of layoff shall be placed on the thirty-nine (39) month re-employment list and shall be eligible, when a classified vacancy occurs, to return to his/her former job class in the order of his/her service as any other employee on such list.

13.6.2 Eligibility for re-employment for employees who elect demotion shall be extended for an additional twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the class shall still apply (Education Code Section 45298).

13.7 **Re-Employment Procedure**. An employee who is laid off shall be placed on a thirty-nine (39) month re-employment list.

13.7.1 An employee who receives a notice of re-employment and fails to accept in writing the offer of re-employment within ten (10) working days shall be deemed to have rejected the offer of employment.

13.7.2 If the employee in layoff status accepts the position being offered, the employee shall have up to ten (10) calendar days from the postmark date of the notice to report to work. This does not preclude a unit employee from returning to work in fewer than ten (10) calendar days.

13.8 It is the intent of the parties herein that this section shall comply with current Education Code Policy.

Article 14: TUITION REIMBURSEMENT

14.1 The Superintendent shall establish a fund in the amount of $15,000, for the purpose of reimbursing the cost of tuition and fees for completion of approved courses and seminars leading to a timely degree or certificate that is applicable to the work of SBCSS, or individual courses enhancing an employee's job performance that have received prior approval of Human Resources. Only employees in permanent (non-probationary) status are eligible for this fund. The guidelines and procedures of the fund are as follows:

1) Funds are available on a first-come, first-served basis for 100% reimbursement of required tuition, fees and books.

2) Maximum reimbursement per employee for any six-month period shall not exceed $2,000 for that period.

3) Eligibility is limited to permanent classified employees who are employed for 3 1/2 hours per day or more and have an approved education plan on file in Human Resources.

4) Courses must be approved by Human Resources in advance to be eligible for reimbursement.

5) Eligibility for reimbursement is contingent upon successful completion of an approved course as demonstrated by a grade of 'C' or better, 'pass' or 'credit' when taken on a pass/fail or credit/no credit basis.

6) All requests for reimbursement must be made in the time period for which they occur. Claims submitted between August 1 and January 31 will be paid by April 1. Claims submitted between February 1 and July 31 will be paid by October 1.

7) Participants who voluntarily leave the organization prior to the claim period deadline are not eligible for reimbursement. Participants who are promoted within the organization, but to a position outside of the bargaining unit, will only be eligible for reimbursement if they are still employed in their qualifying position two (2) calendar months prior to the claim period deadline.

14.2 **Teachers for Tomorrow**. The County Superintendent shall make available to unit members, on a non-cumulative annual basis, funding for the Teachers for Tomorrow program. Participants in the Teachers for Tomorrow program may receive tuition reimbursement up to $3,000 per year for required tuition, fees, and books. Up to four (4) unit members will be selected each year through the Teachers for Tomorrow application process with a maximum of sixteen (16) qualified SBCSS employees. Implementation of this provision will follow the Teachers for Tomorrow program guidelines developed and reviewed jointly by Teamsters Local 1932 and County Superintendent. It is also agreed that a representative of Teamsters, as appointed by the Teamsters Local 1932 Business Agent, shall serve on the application screening and interview committees. Any County employee can apply for an internal position as long as the unit member meets the EdJoin online system requirements.

14.3 Unit members participating in Teachers for Tomorrow or unit members interested in enrolling in any course for the purpose of furthering their education should register for classes that will not conflict with their assigned work hours. In the event that a class conflicts with a unit member's assigned work hours, the unit member should refer to the Career Ladder Handbook (see Appendix C) and/or consult with their immediate supervisor prior to registering for the class.

Article 15: RECLASSIFICATION

15.1 Employees may request that their position classification be reviewed by the Superintendent. Such requests may be submitted between December 15 and January 31 of each year on the appropriate forms. Human Resources shall keep the Union informed of employees requesting reclassification and their current classification. An employee who has requested reclassification may request that a Union representative be present as an observer during the focus group portion; however, the Union representative shall not be an active participant. Supervisors may submit requests for reclassification in accordance with SBCSS Policy 4213.41.

Office Specialist I, II and III positions are eligible for reclassification. Office Specialist IIs cannot be reclassified into an Office Specialist IIIs. This does not prevent these positions from changing due to reorganization within a department. Employees seeking reclassification outside the Office Specialist series may utilize the annual reclassification process.

The Union shall be notified of proposed reclassifications and given the opportunity to respond within fifteen (15) working days of the notification. Reclassification shall become effective on July 1, following the recommendation of Human Resources and approval of the Superintendent. Employee anniversary dates and future movement on the salary schedule will be in accordance with the terms of this Agreement.

15.2 In the event that an employee is not satisfied with the results of a reclassification study initiated according to Article 15.1 above, the employee may appeal the decision to the Reclassification Appeal Committee (which will consist of one individual selected by the Union and one individual selected by the Superintendent's office). The appeal must be made in writing within the fifteen (15) working day notification period as stated above. If the appeal is not made within the prescribed period, the decision of the reclassification study shall be final. The Reclassification Appeal Committee will review the reclassification study and make an advisory recommendation to the Superintendent within ten (10) days of receiving the appeal. The Superintendent alone has the power to render a final decision.

An incumbent with a record of two (2) years of continuous employment in the position will be automatically reclassified into the position if the reclassification is based on a gradual accretion of duties. An incumbent with less than two (2) years in the position may be required to successfully complete the examination for the classification in order to be considered for reclassification into the position. Permanent employees reclassified with their position will not be required to serve a probationary term in the new position for purposes of gaining permanency. A position that has been reclassified as a result of a study pursuant to this Article shall be ineligible for reclassification for a period of at least two (2) years from the date the position was reclassified.

Employees reclassified upward shall be placed at the first step of the salary range for the new classification which will provide for a minimum of a 5% increase, but in no instance will the salary increase go beyond the "E" or final step of the range for the new classification.

Article 16: SAVINGS PROVISION

If any provisions of this Agreement are held to be invalid by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article 17: RETURN TO WORK PROGRAM

The San Bernardino County Superintendent of Schools is actively participating in a Workers' Compensation Cost Containment Program.

The Superintendent does permit its employees to return to modified or light duty work assignments when prescribed by a physician. The Superintendent encourages and supports this program.

Article 18: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Superintendent practices and procedures and over state laws to the extent permitted by the state law.

Article 19: COMPLETION OF MEET AND NEGOTIATION

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to matters within the scope of representation.

Article 20: TERM

The current agreement that expires on June 30, 2026 shall be extended to June 30, 2028. If a successor Collective Bargaining Agreement has not been reached by 11:59 p.m. on June 30, 2028, the terms and conditions of this Agreement shall be extended one (1) year or until a successor Agreement is executed, whichever is sooner. Each party shall notify the other in writing no later than February 1 of its request to modify, amend, or terminate the Agreement.

This tentative agreement is subject to ratification by Teamsters Local Union 1932 membership and approval by the County Superintendent. Upon approval by both parties, it shall be effective for the 2023-2028 contract years.

Teamsters Local Union 1932 and SBCSS – Agreement

FOR TEAMSTERS LOCAL UNION 1932

Susan Carl

Susan Carl, Business Agent

6/29/26

Date

FOR THE SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS

Ted Alejandre, Superintendent

JUL 21 2026

Date

Appendix A

San Bernardino County Superintendent of Schools

TEAMSTERS LOCAL 1932
2026-2027 SALARY SCHEDULE TITLES

Class Series	Range
Community Services Assistant	68
Office Specialist I	68
Office Specialist I/Bilingual	68
Print Shop Equipment Operator	70
Data Entry Clerk	71
Intermediate Fiscal Clerk	71
Bilingual Interpreter	72
General Maintenance Worker	72
Purchasing Clerk	72
Warehouse/Delivery Specialist	72
Audio Visual Specialist	73
Building Specialist	74
Inventory & Repair Specialist	74
Office Specialist II	74
Office Specialist II/Bilingual	74
Licensed Vocational Nurse	75
Senior Fiscal Clerk	75
Buyer	76
Transportation Specialist	76
Contracts Specialist	77
Systems Support Specialist, Student Services	77
Billing Specialist	78
D/M Children's Center Services Specialist	78
SELPA Services Specialist	78
Senior Buyer	78
Warehouse Records and Inventory Specialist	78
Accounting Technician	81
Attendance Technician	81
Career Advocate Technician	81
Credentials Technician	81
Data Technician	81
Foster Youth Services Specialist	81
Healthy SBCSS Program Technician	81
Help Desk Support Specialist	81
Human Resources Substitute System Technician	81
Independent Study Technician	81
JPA Virtual Compliance Technician	81
Lead Warehouse/Delivery Specialist	81
Medi-Cal Administrative Activities Technician	81
Payroll Technician	81
Program Technician	81
Projects & Activities Technician	81
Purchasing Technician	81

San Bernardino County Superintendent of Schools

TEAMSTERS LOCAL 1932
2026-2027 SALARY SCHEDULE TITLES

Class Series	Range
School Support Technician	81
Skilled Maintenance Worker	81
Student Services Registrar Technician	81
Transition Case Technician	81
Work Incentive Technician	81
Worker's Compensation Technician	81
Office Specialist III	82
Alliance Specialist	84
CAHELP JPA Operations Specialist	84
Early Learning & Development Specialist	84
Facilities Specialist	84
Human Resources Project Specialist	84
Multilingual Education Program Specialist	84
Parent Outreach Representative	84
Payroll Specialist	84
Print Services Specialist	84
Procurement Specialist	84
Student Services Data Project Specialist	84
Certified Occupational Therapy Assistant	86
Certified Physical Therapy Assistant	86
Finance Specialist	86
Interpreter for the Deaf	86
JPA Administrative Services Assistant	86
Maintenance & Operations Scheduler	86
Specialist – SMAA	86
Transportation Scheduler	86
Communications and Intergovernmental Relations Project Specialist	88
Communication Specialist	88
Communications/Intergovernmental Relations Project Specialist	88
JPA Insurance Finance Specialist	88
Technology Services Specialist	88

San Bernardino County Superintendent of Schools

2026-2027 SALARY SCHEDULE
(TEAMSTERS LOCAL 1932) HOURLY
Effective July 1, 2026

Range Step	A	1	B	2	C	3	D	4	E
68	25.13	25.75	26.38	27.03	27.72	28.41	29.12	29.87	30.61
69	25.75	26.38	27.03	27.72	28.41	29.12	29.87	30.61	31.37
70	26.38	27.03	27.72	28.41	29.12	29.87	30.61	31.37	32.17
71	27.03	27.72	28.41	29.12	29.87	30.61	31.37	32.17	32.96
72	27.72	28.41	29.12	29.87	30.61	31.37	32.17	32.96	33.77
73	28.41	29.12	29.87	30.61	31.37	32.17	32.96	33.77	34.61
74	29.12	29.87	30.61	31.37	32.17	32.96	33.77	34.61	35.49
75	29.87	30.61	31.37	32.17	32.96	33.77	34.61	35.49	36.42
76	30.61	31.37	32.17	32.96	33.77	34.61	35.49	36.42	37.31
77	31.37	32.17	32.96	33.77	34.61	35.49	36.42	37.31	38.24
78	32.17	32.96	33.77	34.61	35.49	36.42	37.31	38.24	39.15
79	32.96	33.77	34.61	35.49	36.42	37.31	38.24	39.15	40.19
80	33.77	34.61	35.49	36.42	37.31	38.24	39.15	40.19	41.17
81	34.61	35.49	36.42	37.31	38.24	39.15	40.19	41.17	42.22
82	35.49	36.42	37.31	38.24	39.15	40.19	41.17	42.22	43.25
83	36.42	37.31	38.24	39.15	40.19	41.17	42.22	43.25	44.32
84	37.31	38.24	39.15	40.19	41.17	42.22	43.25	44.32	45.44
85	38.24	39.15	40.19	41.17	42.22	43.25	44.32	45.44	46.57
86	39.15	40.19	41.17	42.22	43.25	44.32	45.44	46.57	47.75
87	40.19	41.17	42.22	43.25	44.32	45.44	46.57	47.75	48.94
88	41.17	42.22	43.25	44.32	45.44	46.57	47.75	48.94	50.18
89	42.22	43.25	44.32	45.44	46.57	47.75	48.94	50.18	51.41
90	43.25	44.32	45.44	46.57	47.75	48.94	50.18	51.41	52.68

Date Approved 7/20/26

Ted Alejandre
County Superintendent of Schools
San Bernardino County, California

By

Step Increase = 5% increase
Promotional = Entrance rate or 5% Increase, whichever is greater
Step E = Final step

Revised 7/1/2026
Transition to Hourly Compensation Schedule

Appendix B

San Bernardino County Superintendent of Schools
Human Resources

TEAMSTERS GRIEVANCE FORM

Name _____

Work Location _____ ☐ *Desert/Mountain* ☐ *East Valley* ☐ *West End* ☐ *Alternative Ed*

Job Title _____

Article(s) and Section Number(s) _____

STATEMENT OF GRIEVANCE

RESOLUTION OR REMEDY SOUGHT

Date _____ *Signature* _____

IMMEDIATE SUPERVISOR'S RESPONSE

Date _____ *Signature* _____

Upon receipt of this form, the supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits either party may request a personal conference with the other party.

Copy 1 – Immediate Supervisor Copy 2 – Grievant Copy 3 – Teamsters Copy 4 – Human Resources

Appendix C

SBCSS/Teamsters

Career Ladder for Teamsters Local 1932 Unit Members

DEFINITION/PURPOSE

The San Bernardino County Superintendent of Schools (SBCSS)/Teamsters Local 1932 Unit Member Career Ladder is designed to assist those Teamsters Unit Members who are interested in pursuing a career in teaching. The Career Ladder shall provide opportunities for advancement and personal growth for Teamsters participants and provide support for SBCSS as it strives to develop qualified teachers from the pool of Teamsters Unit Members.

The Career Ladder Program consists of two components:

1. **Tuition Reimbursement**
2. **Teachers for Tomorrow**

Eligibility:
All permanent SBCSS Teamsters Unit Members are eligible to apply provided they meet the established criteria outline below for each component. Please note that Teachers for Tomorrow participants are ineligible for tuition reimbursement as described in the Teamsters Collective Bargaining Agreement, Article 14.2.

1. Tuition Reimbursement

The Superintendent shall establish a fund in the amount of $15,000, for the purpose of reimbursing the cost of tuition and fees for completion of approved courses and seminars leading to a timely degree or certificate, or individual courses enhancing an employee's job performance that have received prior approval of Human Resources. Only employees in regular (non-probationary) status are eligible for this fund. The rules and procedures of the fund are found in Article 14.1.

2. Teachers for Tomorrow

The Teachers for Tomorrow program provides financial assistance for up to four (4) unit members who will be selected each year through the Teachers for Tomorrow application process with a maximum of sixteen (16) qualified SBCSS employees. Program participants may receive up to $3,000 per fiscal year for reimbursement of required tuition, fees, and books.

Eligibility:
Candidates for the Teachers for Tomorrow program must be permanent (non-probationary) Teamsters Unit Members employed by SBCSS. The candidate must be enrolled, or accepted to enroll, in a regionally accredited college or university in San Bernardino County, or with a regionally accredited Online University* to pursue a course of study that will lead to a teaching credential.

Application and Selection Process:

1. In January of each year information and applications for the Teachers for Tomorrow program are distributed to current SBCSS Teamsters Unit Members. Individuals interested in applying to the program must submit the completed application, along with two (2) letters of recommendation to Human Resources by the deadline specified.

2. Completed applications will be referred to a screening committee from which a limited number of applications will be selected for interview using pre-determined selected criteria. **The Screening Committee** will include representatives selected by Teamsters; one representative from Human Resources; and one representative from the Superintendent's Office.

3. The **Interview Committee** will schedule and conduct interviews and make final selections to bring the total number of program participants to sixteen (16) county-wide. **The Interview Committee** will include representatives selected by Teamsters; one representative from Human Resources; and one representative from the Superintendent's Office. If necessary, the representatives serving on the Screening Committee may also serve on the Interview Committee.

Continued Participation:
Once a Teamsters Unit Member has been selected for the Teacher for Tomorrow program, they will remain eligible for program benefits provided they do the following:

- Remain employed as a Teamsters Unit Member with the San Bernardino County Superintendents of Schools.
- Retain good standing at a college or university in San Bernardino County.*****
- Continue in a course of study that will lead to a teaching credential.
- Maintain a cumulative GPA of 2.0 or higher.

***Human Resources may, on a case-by-case basis, consider and approve requests from Teachers for Tomorrow program participants seeking specialized credentials to attend institutions of higher learning <u>outside</u> of San Bernardino County, as well as a regionally accredited Online University.**

Program Monitoring:
Human Resources is responsible for monitoring course work and grades for the Teachers for Tomorrow participants to ensure that participants are continuing to meet eligibility criteria. Program participants must submit this information to Human Resources at the conclusion of the spring semester or quarter.

Financial Considerations:
Teachers for Tomorrow participants are ineligible for tuition reimbursement, as described in the Teamsters Collective Bargaining Agreement, Article 14.

Teachers for Tomorrow participants are eligible to receive up to $3,000 in reimbursement each year. After the first year of program participation, the maximum payment amount each participant is eligible to receive will be determined in accordance with the following schedule:

<u>Year in Program</u>	**Previous Year's <u>Cumulative GPA</u>**	<u>Maximum Amount</u>
Year 1	Not applicable	$3,000 (100%)
Year 2	2.5 or better	$3,000 (100%)

	2.0 to 2.49	$2,250 (75%)
Year 3	3.0 or better	$3,000 (100%)
	2.5 to 3.0	$2,250 (75%)
	2.0 to 2.49	$1,500 (50%)
Year 4 and subsequent	3.0 or better	$3,000 (100%)
	2.5 to 3.0	$2,250 (75%)
	2.0 to 2.49	$1,500 (50%)

Program Termination:

- If a participant accepts a promotional opportunity within SBCSS that results in them leaving the Teamsters Bargaining Unit, they will be ineligible to receive future benefits; however, there will be no attempt to recover funds already expended on their behalf.
- If a participant is involuntarily terminated from employment during an academic semester/quarter for which they have received program benefits, there will be no attempt to recover funds already expended on their behalf.
- If a Teacher for Tomorrow program participant exits the program prior to completion, the vacated slot will be filled from the eligibility pool established by the Interview Committee.

Your Commitment:

- As a Teachers for Tomorrow program participant you must, upon completion of your Bachelor's Degree, and acceptance into a teaching program at a regionally accredited college or university, contractually agree to teach in the San Bernardino County Superintendent of Schools for a minimum of one year should SBCSS desire to offer you a contract and if a position is available.
- If you do not accept a contract offered to you by SBCSS upon completion of the program, you agree to reimburse SBCSS for any and all amounts reimbursed to you as a participant in the program. A repayment schedule will be established with SBCSS as to time, frequency and amount, however, in no case shall time allowed for repayment exceed the total number of calendar years you spent in the program.
- If you are not offered a teaching contract by SBCSS, or if a position is not available, upon completion of your Bachelor's Degree and acceptance into a teaching program, you will not be obligated to reimburse SBCSS.