

AGREEMENT BETWEEN  
TWIN RIVERS UNIFIED SCHOOL DISTRICT  
AND  
TWIN RIVERS SCHOOL POLICE ASSOCIATION



Effective July 1, 2022 - June 30, 2025

## TABLE OF CONTENTS

<i>Article</i>		<i>Page</i>
	<b>Preamble</b> .....	<b>8</b>
<b>1</b>	<b>Recognition</b> .....	<b>9</b>
	1.1 Acknowledgement	
	1.2 Exclusions	
	1.3 Reserves	
<b>2</b>	<b>Definitions</b> .....	<b>10</b>
	2.1 Definitions	
<b>3</b>	<b>Organizational Rights</b> .....	<b>12</b>
	3.1 Bulletin Boards	
	3.2 District Mail	
	3.3 Use of Facilities	
	3.4 Use of Equipment, Materials and Supplies	
	3.5 Printing of the Agreement	
<b>4</b>	<b>Association Rights</b> .....	<b>13</b>
	4.1 Release Time	
	4.2 Delegate Release Time	
<b>5</b>	<b>Management Rights</b> .....	<b>14</b>
	5.1 Management Rights	
<b>6</b>	<b>Concerted Activities</b> .....	<b>15</b>
	6.1 Concerted Activities	
	6.2 Compliance with Agreement	
	6.3 Violation of Agreement	
	6.4 No Lockout	
<b>7</b>	<b>Negotiations</b> .....	<b>16</b>
	7.1 Notification and Public Notice	
	7.2 Commencement of Negotiations	
	7.3 Release Time for Negotiations	
	7.4 Ratification of Additions or Changes	
<b>8</b>	<b>Membership Dues / Deductions</b> .....	<b>17</b>
	8.1 Dues and Fees	
	8.2 Employee Rights	
	8.3 Religious Exemption	
	8.4 Membership or Representative Fee	
	8.5 Direct Dues / Fees Payment	
	8.6 Indemnification and Hold Harmless	

# TABLE OF CONTENTS

<i>Article</i>		<i>Page</i>
<b>9</b>	<b>Pay and Allowances .....</b>	<b>18</b>
	9.1 Paychecks	
	9.2 Payroll Errors	
	9.3 Mileage	
	9.4 Meals	
	9.5 Lodging	
	9.6 Reimbursement Claims	
	9.7 Tolls and Parking Fees	
	9.8 Step Increases	
	9.9 Compensation for an Employee Working Out of Classification	
	9.10 Compensation During Required Training	
	9.11 Educational Incentive	
	9.12 Longevity Pay	
	9.13 Peace Officer Standards and Training (POST) Certificate Pay for All TRSPA Members	
	9.14 FTO/CTO Pay	
	9.15 Stipends	
<b>10</b>	<b>Hours and Overtime.....</b>	<b>21</b>
	10.1 Workweek	
	10.2 Workday	
	10.3 SSSRO Workweek/Workday	
	10.4 Work-Year	
	10.5 Meal Break	
	10.6 Overtime	
	10.7 SSSRO Accrued Time	
	10.8 Canine Handler Stipend	
	10.9 Shift Differential Compensation	
	10.10 Minimum Call-In Time	
	10.11 Call Back Time	
	10.12 Court Appearance	
	10.13 Work Limitations	
	10.14 Shift Assignments	
<b>11</b>	<b>Probation and Seniority .....</b>	<b>25</b>
	11.1 Probation Defined	
	11.2 Seniority Defined	
	11.3 Ties in Seniority	
	11.4 Seniority List	
	11.5 Shift Designation	

# TABLE OF CONTENTS

<i>Article</i>		<i>Page</i>
<b>12</b>	<b>Leaves</b> .....	<b>26</b>
	12.1 Administrative Approved Leaves	
	12.2 Sick Leave	
	12.3 Personnel Necessity Leave to be Counted Against Sick Leave	
	12.4 Catastrophic Leave Bank	
	12.5 Industrial Accident and Illness Leave	
	12.6 Bereavement Leave	
	12.7 Leaves of Absence for Judicial Appearances	
	12.8 Board Approved Leaves	
	12.9 Unpaid Leave of Absence	
	12.10 Military Leave	
	12.11 Family Medical Leave Act (FMLA)	
<b>13</b>	<b>Health Welfare and Benefits</b> .....	<b>32</b>
	13.1 Eligibility	
	13.2 District Contribution	
	13.3 Employee Benefits / Early Retirement	
	13.4 Employee Benefits / Medical Retirement	
	13.5 Medical Only	
	13.6 Retirement Contributions	
	13.7 Benefits While on Leave of Absence	
	13.8 Negotiations Requirements	
	13.9 District Health and Welfare Committee	
<b>14</b>	<b>Retirement</b> .....	<b>34</b>
	14.1 Civilian PERS Retirement Plan	
	14.2 Sworn PERS Retirement Plan	
<b>15</b>	<b>Vacation Pay</b> .....	<b>35</b>
	15.1 Eligibility	
	15.2 Accrual and Use	
	15.3 Vacation Scheduling	
	15.4 Vacation Pay	
	15.5 Vacation Postponement	
	15.6 Holidays	
	15.7 Interruption of Vacation	
	15.8 Vacation Carryover	

## TABLE OF CONTENTS

<i>Article</i>		<i>Page</i>
<b>16</b>	<b>Holidays</b> .....	<b>36</b>
	16.1 Holidays	
	16.2 Holiday Pay	
	16.3 Additional Holidays	
	16.4 Holiday Eligibility	
<b>17</b>	<b>Employee Expenses and Materials</b> .....	<b>38</b>
	17.1 Physical Examinations	
	17.2 Police Uniforms	
	17.3 Safety Equipment	
<b>18</b>	<b>Filling Bargaining Unit Vacancies</b> .....	<b>40</b>
	18.1 Posting of Notice	
	18.2 Notice Contents	
	18.3 Filing	
	18.4 Promotion – Increase in Pay	
	18.5 Final Decision of Board	
	18.6 Interview Panels	
<b>19</b>	<b>Layoff and Reemployment</b> .....	<b>41</b>
	19.1 Definitions (Procedures)	
	19.2 Notification of Layoff to TRSPA; Required Meetings	
	19.3 Order of Layoff Procedures	
	19.4 Notification of Layoff Procedures	
	19.5 Improper Layoff Rights	
	19.6 Separation Benefits	
	19.7 Re-Employment from Layoff	
	19.8 Re-Employment after Retirement	
	19.9 Return to Work	
	19.10 Sick Leave Reinstatement	
<b>20</b>	<b>Discipline Procedure</b> .....	<b>44</b>
	20.1 Purpose	
	20.2 Definition	
	20.3 Persons Authorized to Initiate Disciplinary Action	
	20.4 Application	
	20.5 Cause for Disciplinary Action	

## TABLE OF CONTENTS

<i>Article</i>		<i>Page</i>
	20.6 Cause for Personnel Action Due to Physical or Mental Disability	
	20.7 Notice Requirement and Effective Date of Order	
	20.8 Appeal	
	20.9 Appointment of Arbitrator	
	20.10 Amended or Supplemental Order	
	20.11 Discovery	
	20.12 Timing and Conduct of Hearing	
	20.13 Subpoenas	
	20.14 Decision	
	20.15 Finality of Decision	
	20.16 Costs	
<b>21</b>	<b>Maintenance of Classified Personnel Files .....</b>	<b>51</b>
	21.1 Maintenance	
	21.2 Inspection	
	21.3 Derogatory Materials	
	21.4 Official File	
	21.5 Supervisor Conference	
	21.6 Reproduction of Materials	
<b>22</b>	<b>Grievance and Arbitration Procedure .....</b>	<b>52</b>
	22.1 Purpose	
	22.2 Definitions	
	22.3 Time Limits	
	22.4 Copy of Decision	
	22.5 Presentation	
	22.6 Employee Rights	
	22.7 Application	
	22.8 Informal Discussion	
	22.9 Formal Grievance Step 1	
	22.10 Formal Grievance Step 2	
	22.11 Formal Grievance Mediation – Step 3	
	22.12 Formal Grievance Arbitration – Step 4	
	22.13 Assignment of an Arbitrator	
	22.14 Decision	
	22.15 Costs	
	22.16 Witnesses	

## TABLE OF CONTENTS

<i>Article</i>		<i>Page</i>
<b>23</b>	<b>Severability</b> .....	<b>55</b>
	23.1 Savings Clause	
	23.2 Replacement for Severed Provision	
<b>24</b>	<b>Salary</b> .....	<b>56</b>
	24.1 Salary	
<b>25</b>	<b>Non-Discrimination</b> .....	<b>57</b>
	25.1 Non-Discrimination	
<b>26</b>	<b>Duration</b> .....	<b>58</b>
	26.1 Duration	
	<b>Appendix A</b> .....	<b>59</b>

**PREAMBLE**

This Agreement is entered into this July 1, 2020 by and between the Board of Trustees of the Twin Rivers Unified School District primarily located within the County of Sacramento California; hereinafter called the "Board" and the Twin Rivers School Police Association, hereinafter called "TRSPA" or "Association". The Twin Rivers Unified School District shall be referred to as the "District."



## **ARTICLE 1 – RECOGNITION**

**1.1 Acknowledgement:** The Board hereby acknowledges that the Twin Rivers School Police Association is the exclusive bargaining representative for the following classifications:

Police Administrative Analyst

Police Department Dispatcher

Police Officer/School Resource Officer (SRO)

**1.1.1** The TRSPA and the Board agree that probationary and permanent employees as defined by the California Education Code shall have all of the rights, privileges and burdens of this Agreement.

**1.2 Exclusions:** All management and Reserve Officers and Reserve Dispatchers.

**1.3 Reserves:** The Twin Rivers School Police Association does not represent Reserve Officers. Reserve Officers are handled and compensated as substitute employees and according to District policies and procedures.

## **ARTICLE 2 - DEFINITIONS**

### **2.1 Definitions:**

**Approved Leave of Absence:** Any paid or unpaid absence from work that has been approved by the employee's department head and the Board of Trustees.

**Base Hourly Rate:** Base Rate times 12 divided by 2080.

**Break in Service:** A break in employment from the District such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

**Calendar Year:** January 1 through December 31.

**Compensatory Time (CTO):** Time off with pay at the applicable hourly rate to which an employee is entitled, as provided for in this Memorandum, instead of cash compensation.

**Department Head:** School Chief of Police or designee.

**Early Release/Late Start Days:** The days designated by the District in which students are either released from school early or begin school later.

**Early Release/Late Start Days:** The days designated by the District in which students are either released from school early or begin school later.

**Emergency Operations:** The performance of District functions or services necessary, in the opinion of the District, to protect or preserve the lives, safety, health, or property of the District or the public it serves, but "emergency operations" shall not be construed to mean situations where the District knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

**Employee:** Any person legally employed by the District and a member of TRSPA.

**Employee Full-Time:** An employee who is employed in an allocated position that is regularly scheduled for 80 hours of work in 14-day period.

**Employee Part-Time:** An employee who is employed in an allocated position that requires work each pay period, but less than that required of a full-time employee.

**Fiscal Year:** July 1 through June 30.

**Flex-Time Work Schedule:** A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of their own work schedule. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law.

**Hours Worked:** All time spent by the employee while the employee is engaged in duties or activities required by the District and pursued necessarily and primarily for the benefit of the District. For the non-exempt employee, hours worked shall also include all hours that the District knows or has reason to know that work is being performed.

**Minimum Day:** The days designated when students attend school for a reduced amount of time; not including Early Release/Late Start days.

**Monthly Pay Period:** Consists of a full calendar month which begins on the first day of the month and ends on the last calendar day of the month.

**Non-Exempt Employee:** An employee designated by the District to be covered by the provisions of the Fair Labor Standards Act.

**Non Student Days:** The days encompassed within the Student Calendar in which students do not attend school.

**Pay Status:** Whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

**Police Officers' Research Association of California (PORAC):** Maintains a leadership role in organizing, empowering and representing the interests of rank and file peace officers.

**Probationary Employee:** An employee who is serving a probationary period as provided in Article 12 and Article 19.

**Probationary Period:** A period of time used for the adjustment and evaluation of a newly appointed or promoted employee as provided in Article 12 and Article 19.

**Regular Rate of Pay:** Shall include the base rate of pay (Appendix "A"), plus Shift Differential, Educational Incentives, Post Incentives, Longevity Pay, and FTO/CTO. The Overtime Rate shall be calculated by multiplying the Regular Rate of Pay times one and one half.

**Regular Work Period:** The determination by the District of the fixed regularly recurring work period used for the determination of statutory overtime. For sworn, non-exempt employees the regular work period is currently 14 consecutive days.

**Regular Work Schedule:** The determination by the District of an employee's specific workdays, workweeks, work periods, and work shifts, established on a regular, ongoing basis.

**Regular Work Day:** A 24-hour period containing a specified number of hours of work and normally interrupted by a meal break.

**Salary:** Means only wages and premiums, but does not include benefits such as insurance, vehicle use, paid leaves, overtime, shift differential or other economic benefits.

**Site Specific School Resource Officers (SSSRO):** Employees assigned to work at a specific site for the majority of their hours worked.

**Special Events:** All events as determined by the District to be special events; including but not limited to—sporting events, dances, school Open House/Back to School Nights, Board meetings, community events, health and safety fairs, SARB meetings.

**Statutory Overtime:** For all employees, it is all hours worked in excess of 80 in a regular 14 day work period.

**Student Calendar:** The calendar adopted by the Board of Trustees as the instructional calendar for students. The calendar identifies the first and last of school, District holiday and non-student days within the student calendar.

**Work Shift:** The hours which an employee is scheduled to work within a regular workday.

### **ARTICLE 3 - ORGANIZATIONAL RIGHTS**

- 3.1 Bulletin Boards:** The Board authorizes the TRSPA to use, without charge, not more than one-quarter of the total area of such facility's designated official bulletin board. Such bulletin board area will be identified by the immediate supervisor of the facility and labeled "TRSPA Business."
- 3.2 District Mail:** The Board authorizes the TRSPA to use school and other District facility mailboxes not to exceed twice per week. The Board authorizes the TRSPA to place in the school District mail system not more than two employee communications per week.
- 3.3 Use of Facilities:** The Board authorizes the TRSPA to use the District's buildings at times other than normal working hours and hours of student instruction provided the TRSPA submits the appropriate Civic Center Act form to the immediate supervisor of the building. In emergencies, the Board may authorize the TRSPA to use the District's buildings during normal working hours provided the TRSPA declares in writing that the use of such buildings does not interfere with the instructional program.
- 3.4 Use of Equipment, Materials and Supplies:** The immediate supervisor of the building may grant to TRSPA use of District equipment only if such use is in accordance with the procedures provided for in the Civic Center Act and only if the use of such equipment does not interfere with the normal student instruction or work production of the District. The TRSPA shall pay for the cost of all materials and supplies incident to each use. The TRSPA agrees to leave the buildings and/or equipment used in a clean and orderly condition.
- 3.5 Printing of the Agreement:** Within thirty (30) working days after ratification of this Agreement, the District shall provide TRSPA with a draft; TRSPA will then return a draft to the District within fifteen (15) calendar days with any changes. The District shall make available online, within fifteen (15) calendar days to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the Agreement.

## **ARTICLE 4 - ASSOCIATION RIGHTS**

- 4.1 Release Time:** The Board agrees to grant reasonable release time to two (2) TRSPA officials to perform services directly involved in the processing of grievances or disciplinary proceedings. The word "processing" is interpreted to mean the presence of the Job Representative with the aggrieved employee during oral discussions with administrators or supervisors at any or all steps of the grievance or disciplinary procedure. It shall be the District's responsibility to notify the TRSPA representative's immediate supervisor of the scheduled proceedings, and to secure the TRSPA representative's release to attend. Should the TRSPA representative not be available, the meeting shall be rescheduled to accommodate both parties. In these cases, TRSPA and the District will mutually agree on extending any time lines. Nothing in this article is intended to take away any of the rights provided to a police officer under the Police Officer Bill of Rights Government Code §3300-3313.
- 4.2 Delegate Release Time:** The District shall annually grant a total of two hundred fifty (250) hours of release time, not to be accrued annually, without loss of compensation or benefits, to board members, up to a maximum of two employees.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.1 **Management Rights**: The TRSPA and the Board recognize and acknowledge that the Board retains all the historical and previously held rights and powers and that those rights and powers remain intact and valid except as specifically modified or abridged by this Agreement.

## **ARTICLE 6 - CONCERTED ACTIVITIES**

- 6.1 Concerted Activities:** It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Twin Rivers School Police Association, or members during the term of this Agreement, including any extensions, and during any negotiating and impasse processes occurring after the expiration date in order to reach a successor agreement.
- 6.2 Compliance with Agreement:** The Twin Rivers School Police Association 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, slow-down, or other interference with the operation of the District by employees represented by the TRSPA, the TRSPA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 6.3 Violation of Agreement:** It is agreed and understood that any TRSPA employee violating this Article may be subject to discipline up to and including termination by the District.
- 6.4 No Lockout:** The District agrees not to engage in any lockout of employees covered by this Agreement.

## **ARTICLE 7 - NEGOTIATIONS**

- 7.1 Notification and Public Notice:** If either party desires to alter or amend this Agreement, it shall be, not more than one hundred twenty (120) days prior to the termination date, set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 7.2 Commencement of Negotiations:** After satisfaction of the public notice requirements, negotiations shall commence within fifteen (15) calendar days at a mutually acceptable time and place for considering changes in this Agreement.
- 7.3 Release Time for Negotiations:** TRSPA shall have the right to designate up to two (2) employees, who shall be given reasonable release time to participate in negotiations.
- 7.4 Ratification of Additions or Changes:** Any additions or changes in this Agreement shall not be effective unless in writing and properly ratified and signed by both parties.



## **ARTICLE 8 - MEMBERSHIP DUES / DEDUCTIONS**

- 8.1 Dues and Fees:** The TRSPA shall have the sole and exclusive right to have membership dues deducted from employees in the bargaining unit, and associate members who wish to participate in PORAC and the PORAC Legal Defense Fund.
- 8.2 Employee Rights:** The District and the TRSPA recognize the right of employees to form, join, and participate in activities of the TRSPA and the right of employees to refuse to form, join, and participate in such activities.
- 8.3 Religious Exemption:** The District and the TRSPA further recognize that employees may have a religious objection barring them from participation in union activities.
- 8.4 Membership or Representative Fee:** In accordance with Education Code Section 45168(b), employees in the bargaining unit of TRSPA on the effective date of this Agreement and employees who hereafter come into the bargaining unit may, either within thirty (30) days of the date of this Agreement or their employment, apply for membership and execute an authorization for dues deduction on a form provided by TRSPA.
- 8.5 Direct Dues / Fees Payment:** Nothing in this Article precludes the employee from rendering dues or representation fees directly to TRSPA.
- 8.5.1 District Dues / Fees Deductions and Remittances:** With respect to all sums deducted by the District, the District agrees promptly to remit such monies to the TRSPA accompanied by an alphabetical list of employees for whom such deductions have been made.
- 8.6 Indemnification and Hold Harmless:** The TRSPA agrees to indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken by the District's agents or members of the Board under the provisions of this Article. The TRSPA also agrees to pay any and all legal fees and expenses incurred by the District in the defense against and/or as a result of any and all such claims, suits, orders, or judgments.

## **ARTICLE 9 - PAY AND ALLOWANCES**

- 9.1 Paychecks:** All regular paychecks of employees in the bargaining unit shall be issued monthly on the District's last regular working day of the month. Overtime checks will be issued on or before the 10th of the month.
- 9.2 Payroll Errors:** Any Payroll Department error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than fourteen (14) calendar days after the employee provides notice to the Payroll Department and the Payroll Department verifies that in fact an insufficient payroll payment was made. Any salary or benefit payment error resulting in an overpayment to an employee will, after meeting with the employee and verifying the overpayment, be corrected by the District through deduction of the overpayment from the next paycheck (after discovery of the overpayment). A payment plan will be arranged between the employee and the District by mutual agreement. If the employee should resign, retire or their employment be terminated in any way, the full amount of the overpayment shall be due and deducted from the final warrant.
- 9.3 Mileage:** Employees, whose work assignment requires travel, will be furnished either transportation or be reimbursed for all mileage incurred other than mileage to and from home and the primary work station. Reimbursement shall be at the current District established rate.
- 9.4 Meals:** Employees who, as a result of work assignment have meals away from the District shall be reimbursed at the District's maximum current Per Diem rate. Sales tax may be added to maximum allowances listed. Gratuities may be reimbursed up to twenty percent (20%) if the meal and gratuity do not exceed the limit for meal reimbursement. With pre-authorization from the Superintendent, employees may exceed the limit for meal reimbursement. Receipts are only required when exceeding the limits per pre-approval of the Superintendent. Should reimbursement amounts for meals increase in Board Policy, such increase(s) shall automatically become effective for bargaining unit members.
- 9.5 Lodging:** Employees who as a result of work assignment, must lodge away from home, will be reimbursed for actual and necessary expenses.
- 9.6 Reimbursement Claims:** All reimbursement claims for mileage, and lodging shall be filed monthly on District forms. Receipts shall be attached for lodging.
- 9.7 Tolls and Parking Fees:** Employees whose work assignment requires payment of tolls and/or parking fees shall be paid prior to departure for tolls and fees that are known, and employee will submit receipts to the accounting department on the next regular work day upon their return. For tolls and fees not known at the time of departure, employees shall be reimbursed for such tolls and fees within five (5) calendar days after the employee provides receipts to the Accounting Department.
- 9.8 Step Increases:** Step increases shall be paid beginning with the July paycheck following the employee's initial date of employment. All employees will receive step increments as contained in the salary schedule provided that the member receives at least a "standard" overall rating on their

annual evaluation via the District's electronic evaluation management system. Evaluations shall be completed a minimum of one (1) calendar month prior June 30<sup>th</sup> each year. A member in jeopardy of not receiving a step increment shall be notified at least three (3) months prior to June 30<sup>th</sup> that unless their performance improves, they will not receive their step increase as scheduled.

**9.9 Compensation for an Employee Working Out of Classification:** An employee may be required to perform duties not fixed in the current position. An employee working in a higher classification for five (5) or more working days within a twenty (20) day period shall have their salary adjusted upward to reflect the out of classification duties. An employee shall receive out-of-class pay in the event that they are assigned additional duties, outside their own classification, in any other classification when working in a vacant position or during an employee absence. The upward salary adjustment shall be on the same range that the out of classification duties are assigned and on the first step which provides for not less than a five percent (5%) increase. In the event that five percent (5%) exceeds the final step on the range the employee shall be placed on the final step.

**9.10 Compensation During Required Training:** An employee who is required by the District to attend a training program shall receive the regular rate of pay. When an employee is at training and not subject to recall, they will not receive a paid lunch period. Approved expenses will be reimbursed.

**9.11 Educational Incentive:** The District will provide an incentive of:

**9.11.1** 1.5% for employees who were employed by the District prior to 7/1/2020, had 60 units and were already receiving the 1.5% stipend.

**9.11.2** 2.5% for an AA/AS Degree.

**9.11.3** 5% for a BA/BS Degree (not to exceed a total of 5% if AA also earned)

**9.12 Longevity Pay:** TRSPA employees shall be eligible for longevity increment payments to be added to their base salary as described below.

Longevity increments are equal to two and one-half percent (2.5%)

After completion of ten (10) years of continuous service- one (1) increment

After completion of fifteen (15) years of continuous service- one (1) additional increment

After completion of twenty (20) years of continuous service- one (1) additional increment

After completion of twenty-five (25) years of continuous service- one (1) additional increment

**9.13 Peace Officer Standards and Training (POST) Certificate Pay for all TRSPA Members:**

Basic POST	\$75.00 per month
Intermediate POST	\$125.00 per month
Advanced POST	\$200.00 per month

These certificates are not cumulative and will be paid beginning the 1<sup>st</sup> of the month after employee submits verification of certificate to Human Resources.

**9.14 FTO/CTO Pay:** Back Up Field Training Officers (FTO) will receive an additional \$2.50 an hour

and Communications Training Officer (CTO) will receive an additional \$2.00 an hour for hours actually serving as a FTO or CTO.

**9.15 Stipends:**

**9.15.1** Corporal Identifier – Full time Field training Officers (FTO) and full time Officer-in-Charge (in absence of Police Services Management) will receive a stipend of \$300 per month in place of FTO pay (9.14). This stipend is at the full discretion of the School Chief of Police and can be renewed or denied on a monthly basis without cause.

**9.15.2** Certified bilingual employee will receive a monthly stipend of \$25.

**9.15.3** Certified EMT officers will receive a monthly stipend of \$25.

## **ARTICLE 10 - HOURS AND OVERTIME**

- 10.1 Workweek:** The workweek shall consist of five (5) consecutive eight-hour days and forty hours per week. The department may establish a modified work schedule of less than five (5) days per week and not less than eighty (80) hours over fourteen (14) days. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- 10.2 Workday:** The length of the workday shall be designated by the District for each employee in accordance with the provisions of this Article. Each bargaining unit employee will be assigned a specific minimum number of hours.
- 10.3 SSSRO Workweek/Workday:** Employees assigned to work as a SSSRO will work a majority of four (4), nine-hour workdays, and at least one (1) eight-hour workday per week. Eight-hour workdays shall align with the respective officer's assigned site's early release, late start, testing or minimum day schedule as defined in the yearly academic calendar.
- 10.4 Work-Year:** The work-year shall be identified by the number of days an employee works between July 1 and June 30 – twelve (12) months per year.
- 10.5 Meal Break:** All employees covered by this Agreement shall be entitled to a paid meal break, depending on the calls for service except for employees who are in training as described by article 9.10.
- 10.6 Overtime:** The District may require an employee to work overtime when the business needs of the District require it. Employees shall only be compensated for overtime when authorized by the employee's supervisor.
- 10.6.1 Overtime Defined:** Overtime is defined as time worked in excess of eight (8) hours per day or forty (40) hours per week for employees on a regular work schedule. For employees on a modified work schedule, time worked in excess of eighty (80) hours during a fourteen (14) day period shall be deemed overtime.
- 10.6.2 Overtime Pay:** Overtime hours shall be compensated at a rate of pay equal to time and one-half the regular rate pay of the employee.
- 10.6.3 Double Time:** Employees shall receive compensation in the amount of two times their hourly rate of pay for all hours worked beginning four hours after their scheduled shift, without downtime, excluding lunch and rest periods.
- 10.6.4 Compensatory Time:**
- 10.6.4.1** Employees may accrue compensatory time in lieu of overtime pay; Excluding Special. The accrual rate for compensatory time shall be one and one-half hours for each hour of overtime time worked.
- 10.6.4.2** No more than 200 hours of compensatory time may be carried on the books at any time. Any additional time will be cashed out twice per year. Any compensation time off not used over and above 200 hours as of December 31<sup>st</sup> will be paid on the February variable payroll and any

compensation time off not used over and above 200 hours as of June 30<sup>th</sup> will be paid on the August variable payroll.

**10.6.4.3** An employee's decision to elect compensatory time instead of overtime pay is irrevocable.

**10.6.4.4** Upon separation, the employee shall be paid at the employee's current hourly rate for the remaining compensatory balance.

**10.6.4.5** Bargaining unit members shall be allowed to cash out up to a minimum of 25 hours and maximum of 150 hours of earned compensatory time twice per year, in June and December.

**10.6.5** **Overtime Coverage:** Overtime (as described in article 10.6 and 10.6.1) or coverage for vacation/HIL/CTO requests, special events, District needs, or holidays will be offered for coverage in the following order: (1) for the first 72 hours of posting to fulltime qualified employees who have successfully completed their assigned training program and (2) open to all qualified fulltime or reserve employees. Absent volunteers and when District required coverage is necessary, overtime will be involuntarily assigned by a rotational system (with the least senior qualified employee being assigned the whole or part of the shift first). Employees assigned to work an overtime assignment will be contacted as soon as possible for the last minute coverage or a minimum of 24 hours from the start of the assignment being mandated. Any employee that is mandated to work overtime shall be placed at the bottom of the rotational list. That employee shall not be mandated to work overtime until the rotational list has been exhausted or there are no other employees to cover the shift. If the 24 hour notice is not given, the employee shall be compensated in accordance with 10.6.3. The rotation shall be updated each time an individual employee is involuntarily assigned to work. The rotation will be posted within police services. (Excluding the start of school, graduation week, critical incidents, unexpected/unforeseen events, call offs, or trainings).

**10.7** **SSSRO Accrued Time:**

**10.7.1** Any hours earned as an SSSRO in excess of eighty (80) hours in a 14-day work period shall be placed in the employee's SSSRO Bank at time and one-half.

**10.7.2** Any SSSRO Time remaining in an employee's bank at the end of the student calendar may be scheduled by management for the months of June and July.

**10.7.3** SSSRO's shall have management directed absences on non-student days that occur during the student calendar. Employees shall use the hours earned in the SSSRO Time Bank, as described in 10.5.1, to compensate for these management directed absences.

**10.7.4** SSSROs who do not have sufficient hours in the SSSRO Bank, as described in 10.6.1, may opt to use their vacation or traditional compensatory time earned balances for management directed absences on non-student days that occur during the student calendar year.

**10.8 Canine Handler Stipend:**

**10.8.1** In line with FLSA (Fair Labor Standards Act) standards, each canine handler will be compensated a flat stipend of \$500.00 per month for care and maintenance of their canine partner.

**10.9 Shift Differential Compensation:** Employees working a regularly scheduled shift, not on overtime or double time, shall be paid a shift differential of three percent (3%) of base pay for all hours worked, excluding special events as defined in Article 2, between 6:00 p.m. and 6:00 a.m. for hours paid or paid as overtime and not claimed as compensatory time.

**10.10 Minimum Call-In Time:** Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

**10.11 Call Back Time:** Any employee called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate. Scheduled work, previously assigned in advance, is not considered call back for purposes of this section.

**10.12 Court Appearance:** Employees ordered by the court to appear while not on their regular work shift shall be paid a minimum of four (4) hours call back time. Should the employee receive less than 24 hours' notice that their presence is not required; the employee shall be paid two (2) hours call back time.

**10.13 Work Limitations:** The District and the TRSPA will work in concert to minimize excessive mandatory work schedules for employees in the bargaining unit.

**10.13.1 Maximum Workday Length:** No employee in the bargaining unit shall be forced to work in excess of sixteen (16) continuous hours, unless a public emergency exists, or the hours beyond sixteen (16) are as a result of actions taken by the employee during the shift.

**10.13.2 Consecutive Work Days:** Employees shall not be required to work more than six (6) consecutive days in a row, without a full twenty-four (24) hour period off, unless a public emergency exists.

**10.14 Shift Assignments:**

**10.14.1** The School Chief of Police or designee shall establish the hours, shifts and days of operation to meet the needs of the District. The hours, shifts and days available shall be posted annually in the designated briefing room in a designated location by May 16<sup>th</sup> and the bid shall be completed by May 31<sup>st</sup>. Shift schedules shall begin the first Sunday after July 1<sup>st</sup>.

**10.14.2** The District will solicit employees for SSSRO assignments with their top three campus selections annually by May 1<sup>st</sup>. The District assignments will be made by May 15<sup>th</sup>. Employees may be involuntarily assigned to be an SSSRO if there is an open SSSRO shift.

**10.14.3** Officers and dispatchers not assigned to a special assignment (Site Specific School

Resource Officer, Student Services, Revenue and K-9) who have completed their probationary period, shall bid annually in seniority order for shift and days.

Management may deviate from seniority for reasons of operational need, provided the reason is provided to the officer in writing.

**10.14.4** When a permanent shift vacancy arises, and the District determines to fill that shift, the District shall post the shift for seven (7) calendar days prior to the filling of the shift. The posting shall indicate the anticipated date upon which the shift shall be filled. The position shall be filled by the same procedure set forth in 10.14.2 above. A shift vacancy or shift vacancies resulting from the filling of the original notification shall be filled at the discretion of the District.

**10.14.5** Management may temporarily reassign an employee for a period not to exceed 30 (thirty) days, subject to being given ten (10) days' notice. The notification requirements may be waived at times where critical staffing levels are low as identified by District leadership. Reassignments exclude employees in training.

**10.14.6** Canine Handler:

**10.14.6.1** Each canine handler will be assigned to a SSSRO schedule as described in 10.3 and 10.6.

**10.14.6.2** Each canine handler may be called upon to flex their shift assigned hours or days, with advanced notice, as described in 10.11.5, to participate in District, community or special events and trials. Trial participation will be minimized to ensure service of the canine and handler for District related purposes; Chief of Police approval for trial participation required.

**10.14.6.3** Each canine handler shall maintain this assignment for the service life of the canine.

**10.14.6.3.1** Upon the retirement/completion of serviceable life of the canine, as determined by the School Chief of Police, the current handler will have the first right to purchase their canine partner from the District for \$1.00. If current handler refuses then the right to purchase will be in reverse order of prior handlers.

**10.14.6.4** The canine handler assignment remains in the officer classification upon separation of the handler from the officer classification.

**10.14.7** **New Employees:** All new employees participating in either a Field Training or Communication Training Program will be assigned shifts as needed for the employee to complete their training program efficiently. Employees will be noticed as soon as possible of any upcoming shift transitions. No officer participating in a Field Training Program will accrue SSSRO time and all employees in training will be compensated with paid overtime for all hours worked in excess of their regularly scheduled shift.



## **ARTICLE 11 - PROBATION AND SENIORITY**

- 11.1 Probation Defined:** The probationary period begins for sworn officers on the date of swearing in by the School Chief of Police and shall last twelve months from that date. The probationary period begins for civilian employees on the date of appointment by the School Chief of Police and shall last twelve months from that date.
- 11.1.1** During the probationary period employees will receive no less than two job performance evaluations or more as deemed necessary by the Supervisor.
- 11.1.2** Upon successful completion of the probationary period, employees will receive job performance evaluations annually.
- 11.1.3** Sick leave and vacation accruals begin on the Board approval date as a regular employee.
- 11.2 Seniority Defined:**
- 11.2.1 Overall Seniority:** "Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of continuous service with the employer.
- 11.2.2 Classification Seniority:** Classification seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.
- 11.3 Ties in Seniority:** Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking upon hire or appointment to the classification.
- 11.4 Seniority List:** The Department shall provide a POST seniority list for sworn officers and a seniority list for civilian employees to the TRSPA annually in July. The list shall include the employees' name, original seniority date with the District, current classification, and seniority date in current classification.
- 11.5 Shift Designation:** The School Chief of Police or designee shall establish the shifts and days or configuration to meet the needs of the District. Changes to an employee's shift require a ten-day notification. Changes in shifts for designated emergencies are at the discretion of the District.

## **ARTICLE 12 - LEAVES**

- 12.1 Administrative Approved Leaves:** Include Sick Leave, Personal Necessity Leave, Sick Leave Reserve, Industrial Accident and Illness Leave, Extended Sick Leave, Bereavement Leave, Leave for Judicial Appearances, and Release time for the Union President.
- 12.2 Sick Leave:** A full time employee shall earn one day of sick leave for each month of service. Part-time employees earn sick leave in proportion to the ratio their work week hours bears to a 40-hour week.
- 12.2.1 Rate of Pay on Sick Leave:** Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 12.2.2 Proration of Sick Leave Benefits:** Any employee whose work week is less than five days, whose work year is less than twelve months, and/or whose workday is less than eight hours, will receive prorated sick leave as their hours relate to forty hours/week and/or work year as it relates to twelve months.
- 12.2.3 Sick Leave Credited at Beginning of Fiscal Year:** At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six days until the first day of the calendar month after completion of six months of active service with the District.
- 12.2.4 Reporting of Absences:** An employee shall notify the Department and input the absence in the District's Attendance Management System of their need to be absent as soon as such need is known, but not less than two (2) hours prior to the start of their scheduled shift. Notification shall include the reason for absence and the duration. If the employee has not completed an absence request form prior to the absence, they will do so the first return day of work.
- 12.2.5 Separation from Employment:** When an employee is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of the days credited under this paragraph as the number of months in the fiscal year they were employed bears to those days credited. Days or hours of sick leave used in excess of those to which entitled shall be deducted from the final salary payment.
- 12.2.6 Pregnancy Disability:** An employee shall be allowed to take those leaves allowed under State and Federal law.
- 12.2.7 Sick Leave Accumulation:** If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 12.2.8 Physician's Verification of Illness:** Any employee who is absent on sick leave for

five consecutive work days or their assigned work week or more shall, prior to returning to duty, provide the District with a physician's statement verifying that the employee was examined during the absence and found: 1) to be ill or injured to such an extent that the employee should remain absent from work during the period of absenteeism, and 2) to be medically ready to return to full active employment status upon the date the employee returns.

**12.2.9 Abused Sick Leave:** At any time management has reason to suspect abuse of sick leave, the supervisor may notify the employee in writing that for any future absence for illness or injury the employee shall be required to provide the District with a physician's statement verifying that the employee was examined and found to be ill or injured to such an extent that the employee should remain absent from work during the period of absenteeism.

**12.3 Personal Necessity Leave to be Counted Against Sick Leave: (Not to Exceed 56 Hours Per Year):** Any days of leave of absence for illness or injury allowed may be used by the unit member at their election, in cases of personal necessity, including any of the following: 1) Death of a member of their immediate family when additional leave is required beyond that provided in the Education Code and that provided by the Governing Board; 2) Accident, involving their person or property or the person or property of a member of their immediate family; 3) Appearance in court as a litigant, or as a witness under an official order; 4) Illness of immediate family member; or 5) child care.

**12.3.1 Purpose:** The purpose of this Article is to allow personal necessity leave for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitates immediate attention, and which cannot be dealt with during off-duty hours.

**12.3.2 Definition of "immediate family":** Members of immediate family means the mother, father, mother-in-law, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister, brother-in-law, sister-in-law, guardian, or step-parent of the employee, or any relative living in the immediate household of the employee.

**12.4 Catastrophic Leave Bank:** The purpose of the catastrophic leave bank (Leave Bank) is to provide additional paid sick leave benefits to bargaining unit members who suffer a catastrophic injury or illness.

**12.4.1** Hours deposited into the Leave Bank and not used shall accumulate from year to year.

**12.4.2** Hours shall be contributed to the Leave Bank and granted from the Leave Bank without regard to the daily rate of pay of the Leave Bank participant.

**12.4.3** The Leave Bank shall be administered by a three (3) member Leave Bank Committee appointed by TRSPA. The District shall appoint a Leave Bank Liaison to serve as

District contact person for the Committee.

#### **ELIGIBILITY AND CONTRIBUTIONS**

- 12.4.4** All permanent bargaining unit members with the District are eligible to join the Leave Bank during the open enrollment period.
- 12.4.5** Permanent bargaining unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait for the next open enrollment period to join.
- 12.4.6** Cancellation shall occur automatically whenever a bargaining unit member fails to make his/her required annual contribution. Sick leave previously authorized for contribution to the Leave Bank shall not be returned if the bargaining unit member elects cancellation.
- 12.4.7** Participation is voluntary, and only contributors will be permitted to withdraw from the Leave Bank.
- 12.4.8** Catastrophic open enrollment contributions shall be made between July 1 and October 1 of each year. Bargaining unit members returning from extended leave, which included the enrollment period, will be permitted to contribute within thirty (30) calendar days of their return.
- 12.4.9** Contributions shall be authorized in writing yearly by the bargaining unit member.
- 12.4.10** The annual rate of contribution by each participating bargaining unit member for each school year shall be ten (10) hours of sick leave.
- 12.4.11** No bargaining unit member may donate any sick leave hours unless the bargaining unit member has a minimum of sixty-four (64) earned sick leave hours before any donations can be made to the Leave Bank.

#### **LEAVE BANK GRANTS**

- 12.4.12** Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the bargaining unit member. Leave Bank participants who suffer a catastrophic illness, long-term illness or disability which results in the bargaining unit member using all available paid leaves, including regular sick leave, vacation, and compensatory time off (CTO), shall become eligible to use this Leave Bank, subject to the restrictions and conditions outlined in this Article. Leave Bank participants whose available paid leaves are exhausted may be granted additional hours of sick leave from the Leave Bank for catastrophic illness or injury upon approval of the Leave Bank Committee. Any stress related illness not documented by a physician and any leave for which the bargaining unit member has applied for workers' compensation shall be excluded from the use of Leave Bank.
- 12.4.13** Participants applying for a grant from the Leave Bank shall be required to submit to the Committee a medical doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness or injury confidential.

- 12.4.14** If the eligible bargaining unit member is incapacitated, a member of the eligible bargaining unit member's family or designee may submit requests for donation of catastrophic leave.
- 12.4.15** Grants from the Leave Bank shall be made in units of no less than forty (40) sequential work hours. Participants may submit requests for further grants prior to their current grant's expiration.
- 12.4.16** If a bargaining unit member uses an hour from the Leave Bank, pay for that hour shall be the same pay the bargaining unit member would have received had the bargaining unit member worked that hour.
- 12.4.17** Any hours approved by the Committee that are unused by the bargaining unit member shall be returned to the Leave Bank.
- 12.4.18** For purposes of qualifying for PERS Disability Retirement, grant hours shall not be considered available leave.
- 12.4.19** The Committee shall notify the District payroll office, in writing, of all approved grants. For any grant made prior to the 10th of the month, the bargaining unit member will be paid at the end of the month, and each subsequent month as applicable. For any grant made after the 10th of the month, the bargaining unit member will be paid at the end of the following month and each subsequent month as applicable.
- 12.4.20** No determination of denial or use of the catastrophic leave bank is grievable under the grievance article of this Agreement.
- 12.4.21** Bargaining unit members who are granted use of Leave Bank hours shall be considered in regular paid status during such use.

#### **ADMINISTRATION OF THE LEAVE BANK**

- 12.4.22** The Leave Bank Committee shall have the responsibility of maintaining the records of the Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants and the District.
- 12.4.23** The Committee's authority shall be limited to administration of the Leave Bank. The Committee shall establish procedures that include the size of grants available, and shall approve all properly submitted requests complying with the terms of this Article and the procedures, if hours are available. Grants may not be denied on the basis of the type of illness or disability.
- 12.4.24** Applications shall be reviewed and decisions of the Committee reported to the applicant and the payroll office, in writing, within ten (10) workdays of receipt of the application.
- 12.4.25** The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
- 12.4.26** By October 15, the District shall notify the Committee of the following:

- 12.4.26.1** The total number of hours in the Leave Bank.
- 12.4.26.2** The names of participating bargaining unit members.
- 12.4.27** If during the course of the year additional bargaining unit members join the Leave Bank, the District shall so notify the Committee. The District shall respond to any request of the Committee within five (5) working days for information regarding the total number of hours remaining in the Leave Bank.
- 12.5** **Industrial Accident and Illness Leave:** An employee who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the District deems necessary.
- 12.5.1** An employee who is unable to perform any appropriate work because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits in addition to those provided pursuant to the California Worker's Compensation Insurance Act.
- 12.5.1.1** During any period of disability for which payment is not provided under Worker's Compensation Insurance, the employee shall be placed on disability leave with pay using accrued sick, vacation and compensatory time off to the extent they are available.
- 12.5.2** Police Officers shall be entitled to up to one year of current salary for industrial accident leave (this benefit shall be equal to Labor Code Section 4850 but will not exceed those benefits). Non-sworn employees shall be entitled to industrial accident leave (Education Code Section 45192).
- 12.5.3** During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of their industrial accident or industrial illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 12.6** **Bereavement Leave:** Leave with full pay not to exceed three days will be granted on account of the death of any member of the immediate family. If travel in excess of 300 miles one-way is required, two additional days shall be allowed. Members of the immediate family as defined by Article 12.3.2.
- 12.7** **Leaves of Absence for Judicial Appearances:** Paid leave shall be granted to employees regularly called for jury duty in a manner provided by law.
- 12.7.1** **Pay during Judicial Appearance:** The Board shall pay those qualifying for paid leave an amount equal to their regular rate of pay.
- 12.8** **Board Approved Leaves:** Leaves that require approval by the Board of Trustees must be submitted at least four weeks prior to the starting date of requested leave.
- 12.9** **Unpaid Leave of Absence:** Board may grant up to one year of unpaid leave depending upon nature of the request and significant effects to the District.

- 12.9.1 Return from Unpaid Leave of Absence:** Upon return from any Board-approved unpaid leave of absence within one year after the first day of the leave, the employee will have the right to return to the same position. If an employee's leave without pay extends beyond one year, the employee's return right is only to the classification from which the leave was taken and then only: A) if a vacancy exists in the class and B) if the employee meets all state and federal requirements for such employment.
- 12.9.2 Notice:** If an employee is granted a Board-approved leave of absence without pay for one year, the employee must notify the Human Resources Department in writing on or before May 31 of their intent to return for the following year. If the employee fails to provide such notice, the employee's leave shall be deemed to be a leave for more than one year and the return right for such leave, described above, shall apply.
- 12.9.3 Extensions:** An employee on a Board-approved one-year leave of absence who desires an extension of the leave shall request the extension in writing and file the requests in the Human Resources Department prior to March 31.
- 12.10 Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 12.11 Family Medical Leave Act (FMLA):** An employee shall be entitled to leave in accordance with the Federal and California Family and Medical Leave Acts.

**ARTICLE 13 - HEALTH WELFARE AND BENEFITS**

- For the health benefits period between October 1, 2022 through September 30, 2024, the District will pay the monthly medical/dental premium increase above the 2021-22 medical/dental premium benefit period. During this time, the District Benefits Committee will meet to develop and recommend options for coverage savings. During the 2023-2024 academic year and per Article 26, the parties will meet to negotiate Article 13 for implementation October 1, 2024. In the absence of agreement beginning October 1, 2024, Article 13 will be in effect.
- Retiree Health Benefits Articles 13.2 to 13.6 remain at the District contribution.

**13.1 Eligibility:** All employees shall be eligible to participate in District offered Health, Dental, Vision, Employee Assistance Program, Standard, and Life Insurance Plans.

13.1.1 District will provide a fully paid life insurance plan with a value of fifty thousand dollars (\$50,000.00).

13.1.2 District will provide a District selected Disability Insurance Plan.

**13.2 District Contribution:** The District agrees to provide each employee employed twenty (20) hours/per week or more with the following benefit contribution:

Employee only	\$613.67 per month
Employee plus one	\$976.99 per month
Employee plus two or more	\$1,187.12 per month

**Beginning July 1, 2019 and effective October 1, 2019:**

Employee only	\$670.67 per month
Employee plus one	\$1,078.99 per month
Employee plus two or more	\$1,312.12 per month

**13.2.1** Employees whose spouse or registered domestic partner is also an employee of Twin Rivers Unified School District and is eligible for health benefits shall receive a coordinated District contribution. If the employee elects health coverage, the coordinated District contribution will be made up of the employees “employee plus one” coverage and the spouse or registered domestic partner’s “employee only” coverage from their employees District contribution. The spouse or registered domestic partner shall take no health benefits and shall not receive a District contribution or “in lieu” payment. The employee shall elect either “employee plus one” or “family” and receive the District coordinated contribution, as outlined above, to put towards the total cost of the District medical, vision and dental insurance. No additional funds will be provided to either employee.

**13.2.2** The District contribution may be used at the employee's discretion for medical, dental, vision and up to \$200.00 towards American Fidelity.

**13.2.3** All employees, who as of April 30, 2014, opt out of District health benefit coverage, including dental and vision, shall receive \$100.00 per month cash-in-lieu benefit to waive



all medical, dental, vision and AFLAC/American Fidelity coverage.

(a) Employees hired prior to May 1, 2014 will not be eligible for cash in lieu if they enroll in benefits as of May 1, 2014 or a later date, or currently have waived Medical Coverage or are currently not eligible for benefits.

(b) Employees hired after May 1, 2014 will not be eligible for cash in lieu.

**13.2.4 Employee Assistance Program:** Participation in the District offered plan is provided for all employees.

**13.2.5 Coverage under another Plan:** Employees shall not be required to take dental and vision insurance coverage; employees may waive medical coverage by providing written proof of having medical coverage under another plan if employee qualifies under 13.2.3 and not excluded under either 13.2.3 (a) or (b).

**13.2.6 Section 125 Plan:** The District agrees to offer to all eligible employees an Internal Revenue Code Section 125 Qualified Flex Plan. Eligibility requirements and plan benefits are contained in the summary plan documents available at the District's administration offices.

**13.3 Employee Benefits / Early Retirement:** The employer shall pay an amount equal to the single active employees' contribution rate for an employee who has completed ten (10) years full-time paid service immediately prior to retirement in the Twin Rivers Unified School District until the age of 65, with eligibility beginning at the age of 50.

**13.4 Employee Benefits / Medical Retirement:** Employees with five (5) years of service, who are medically retired due to a work related injury, shall receive an amount equal to the single active employees' contribution rate for a period of ten (10) years.

**13.5 Medical Only:** Between age 50 and 65, or until the retiree becomes re-employed and is covered by a Health Plan, or becomes eligible for Medi-Cal, National Health, or other Government-sponsored programs.

**13.6 Retirement Contributions:** The District will permit retirees who do not qualify for the early retirement provision of the Article to remain in the District-offered Health Plan of their choice and for which they will do so at their expense and with the permission of the company involved. It is understood that they are eligible, provided payment is received in advance. It is further understood that the District will abide by whatever requirements are specified by the companies.

**13.7 Benefits While on Leave of Absence:** When an employee is on an approved leave of absence, the District will permit the employees to stay on the District's billing for the various District-offered Health and Welfare Plans, provided payment from the employee is received in the District Business Office in advance.

**13.8 Negotiations Requirements:** Nothing in this Article shall be construed to require the negotiations of the company with whom insurance is placed. It is, however, recognized that the level of coverage is negotiable.

**13.9 District Health and Welfare Committee:** TRSPA agrees that it will participate in the Joint District Committee on healthcare matters.

## **ARTICLE 14 - RETIREMENT**

**14.1 Civilian PERS Retirement Plan:** Miscellaneous employees hired before January 1, 2013 or who are legacy employees shall be enrolled in the following PERS plan:

- 2% at age 55
- Section 20042 (One-Year Final Compensation)

Miscellaneous employees hired after December 31, 2012 shall be enrolled into the following PERS plan:

- 2% at age 62
- Section 20037 (three-year final compensation)

Employees shall pay one-half (50%) of the total normal costs of the retirement plan as determined by CalPERS. *(Employer shall not pay any of the required employee contribution)*

**14.2 Sworn PERS Retirement Plan:** Police safety employees hired before January 1, 2013 or who are legacy employees shall be enrolled into the following PERS plans:

- 3% at age 50
- Section 20042 (One-Year Final Compensation).
- Section 21335 (3% Cost-of-Living Allowance)
- Section 21430 (Improved Industrial Disability Allowance for Local Safety Members)
- Section 21574 (Fourth Level of 1959 Survivor Benefits)

Police safety employees hired after December 31, 2012 shall be enrolled into the following PERS plans:

- 2.7% at age 57
- Section 20037 (Three-Year Final Compensation).
- Section 21335 (3% Cost-of-Living Allowance)
- Section 21430 (Improved Industrial Disability Allowance for Local Safety Members)
- Section 21574 (Fourth Level of 1959 Survivor Benefits)

Employees shall pay one-half (50%) of the total normal costs of the retirement plan as determined by CalPERS. *(Employer shall not pay any of the required employee contribution)*

## **ARTICLE 15 - VACATION PAY**

- 15.1 Eligibility:** All employees in the bargaining unit shall earn paid vacation time. The amount of vacation earned will be as follows:
- A. One hundred twenty-eight (128) hours per year, during first fifteen (15) years.
  - B. One hundred sixty-eight (168) hours per year, starting year sixteen (16).
- 15.2 Accrual and Use:** Vacation benefits are earned on a fiscal year basis, July 1 through June 30. Vacation time for an employee cannot be used until an employee has been employed six (6) months and then only those days accumulated.
- 15.3 Vacation Scheduling:** Employees shall schedule their vacation providing three weeks prior notification, and obtain prior approval from School Chief of Police or their designee. Once the employee's vacation is approved the employee shall input the absence in the District's Attendance Management System.
- 15.4 Vacation Pay:** Pay for vacation days, for all employees in the bargaining unit, shall be the same as that which the employee would have received had they been in working status.
- 15.4.1 Vacation Pay upon Termination:** When an employee in the bargaining unit is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated, up to and including the effective date of termination, excluding any vacation used.
- 15.5 Vacation Postponement:** If an employee's vacation has been scheduled during a period when they are on leave due to illness or injury, they may request that their vacation date be changed.
- 15.6 Holidays:** When a holiday falls during the scheduled vacation of an employee, such employee shall be granted an additional day's vacation for each holiday, falling within that period.
- 15.7 Interruption of Vacation:** An employee of the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service provided the Board or its designee approves the employee's request. Adequate written notification of the request with supporting relevant information is required.
- 15.8 Vacation Carryover:** If an employee has accrued over 240 vacation hours as of June 30, then the employee would be paid out the excess days on the August variable payroll. An employee may request that the District pay for vacation days accumulated. If the Board approves such a request, the District will pay for such days in full immediately.

## **ARTICLE 16 - HOLIDAYS**

**16.1 Holidays:** All employees shall receive the following fourteen (14) paid holidays, as adopted by the Governing Board:

- Independence Day
- Labor Day
- Veterans Day
- Day before Thanksgiving
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day

**16.1.1 Dates of Holidays:** The Board shall set the date of each holiday annually and shall make available to each employee a school District calendar on which the dates shall be listed.

**16.2 Holiday Pay:** An employee who works on a legal or declared holiday shall be considered as overtime without regard to the number of hours worked on other days of the week and shall be compensated in accordance with the overtime rate of pay in addition to their regular rate of pay. Overtime rate of pay shall be calculated by multiplying the Regular Rate of Pay times one and one half.

**16.2.1** Employees on their regular day off shall receive 8 hours at their regular rate of pay for the observed holiday, to be paid on the employee's next variable payroll.

**16.2.2** Any employee who is assigned to work on a legal or declared holiday and who is absent from duty because of pre-approved opt off or sick leave shall be deducted the remaining hours of their shift from their traditional vacation time, sick leave, or compensatory time off (the first eight hours of the shift shall be considered a paid holiday and not deducted from the employee).

**16.3 Additional Holidays:** Every day declared by the President or Governor of California as a Public Fast, Day of Mourning, Day of Thanksgiving, or holiday (all of which are a "declared day") shall be a paid holiday for all members provided that:

- A. The proclamation declaring such day either establishes a permanent on-going holiday, or

- B. The proclamation specifically states that the declared day is a one-time occurrence and is intended to release public employees from their regular work duties.

**16.4 Holiday Eligibility:** Except as otherwise provided in this article, an employee, must be in paid status during any portion of the working day immediately preceding or succeeding the holiday to be paid for the holiday. This article shall not be interpreted so as to provide a holiday to any employee when the day in question does not fall within the employee's assigned work year.

## **ARTICLE 17 - EMPLOYEE EXPENSES AND MATERIALS**

- 17.1 Physical Examinations:** When a bargaining unit employee is required to submit to a physical examination for continuance of employment, the District shall provide the required examination with a physician of the District's choice.
- 17.1.1 Use of Personal Physician:** Bargaining unit employees, by written request, may use a physician of their choosing, but will be reimbursed only the amount the physician selected by the District would have charged.
- 17.1.2 District Health Plan Payments:** Any amounts payable from a District health plan will be assigned to the District.
- 17.2 Police Uniforms:** The District will provide the following initial uniform items for new employees:
- 17.2.1 Officer Uniforms:**
- A. (1) Class-A uniform shirt, pants, tie, and tie bar.
  - B. (1) Class-B uniform shirt, pants and jacket.
  - C. Badge.
  - D. Trouser Belt.
  - E. Rain Jacket.
- 17.2.2 Dispatcher Uniforms:** The District will provide the following initial uniform items for new employees:
- A: (2) Department embroidered polo shirts.
  - B: (1) Department embroidered sweatshirt.
  - C: (2) Uniformed style pants.
  - D: Trouser Belt.
- 17.2.3 Uniform Allowance:** Police officers shall receive a uniform allowance of \$66.67 monthly. Non-Sworn personnel shall receive a uniform allowance of \$33.30 monthly. Police Officer Class A uniform hats must be purchased by a new officer within 6 months of date of hire. TRUSDPD Management may require usage of uniform allowances for replacement of uniform items, newly adopted uniform items or equipment no more than three (3) times in a twelve (12) month period.
- 17.2.4 Shoulder Patches:** The District shall provide shoulder patches as needed.
- 17.3 Safety Equipment:** The following items will be purchased by the District, will remain the property of the same and will be issued to all officers. Upon termination of employment, the below items will be returned to the District:
- A. Side arm (pistol) and ammunition. If by choice and approved, an officer may carry a personal firearm for duty use (the District will not provide a District issued firearm or holster). The employee will be responsible to provide a Class A holster for personally owned firearm at the employee's expense.
  - B. Rifle or Shotgun.
  - C. Less than lethal Shotgun.

- D. Taser.
- E. Taser holster.
- F. Leather duty-belt.
- G. Duty holster.
- H. Magazine pouch.
- I. Key carrier.
- J. Radio holder.
- K. One (1) pair handcuffs and case.
- L. One (1) pepper spray and holder.
- M. Expandable baton and holder.
- N. Body Armor Level 3.
- O. Safety vest (traffic).
- P. Flashlight and holder.
- Q. Speaker microphone.
- R. Portable radio.
- S. Kevlar helmet
- T. Ballistic Plate Carrier and Plates

**17.3.1** Employees are responsible for the upkeep and maintenance of each item issued by the District. Should an employee damage or lose an item of equipment, and the District or Department can show the loss or damage was due to negligence or care for the equipment, the employee will be responsible to replace the equipment at the employee's expense.

## **ARTICLE 18 - FILLING BARGAINING UNIT VACANCIES**

**18.1 Posting of Notice:** Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site within ten (10) days of notice to the Governing board of the vacancy except in circumstances where the board has determined not to fill the position(s). The job vacancy notice shall remain posted for a period of five (5) full working days.

**18.1.1 Employees on Leave:** Employees on leave may provide the Office of Employee Relations with a written request to be considered for vacancies.

**18.2 Notice Contents:** The job vacancy notice shall include at a minimum the following information:

- A. Job title
- B. Brief description of the position and duties
- C. Minimum qualifications required for the position
- D. Months per year
- E. Salary Range
- F. Deadline for filing

**18.2.1** Federal and/or State mandated qualifications and/or requirements for a position shall automatically be reflected in the job description.

**18.3 Filing:** Any employee in the bargaining unit may file for the vacancy by applying on-line through EdJoin within the filing period.

**18.4 Promotion – Increase in Pay:** Any bargaining unit employee promoted to a higher classification shall receive not less than a five percent (5%) promotion increase in pay when receiving an upward classification.

**18.5 Final Decision of Board:** The final decision on promotions and transfers shall rest with the Governing Board, or its designee, in accordance with the provisions of this Article.

**18.6 Interview Panels:** TRSPA shall have one representative on interview panels for bargaining unit positions.



## **ARTICLE 19 - LAYOFF AND REEMPLOYMENT**

### **19.1 Definitions (Procedures):**

**19.1.1 Layoff:** Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the Board. A layoff, for purposes of this Article, shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds.

**19.1.2 Reduction of Hours:** Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

### **19.2 Notification of Layoff to TRSPA; Required Meetings:**

**19.2.1 Notice Letters:** As soon as reasonably possible the Superintendent determines that a reasonable basis exists to believe that there will be a layoff, as defined in Section 19.1.1 above, the District will notify TRSPA by letter, along with information concerning the specific positions that may be eliminated or reduced. The District will send a second letter to TRSPA five (5) days prior to the posting of the board agenda if a recommendation for layoff is going to the Board.

**19.2.2 Information Provided by District:** Upon request by the association, the District will prepare and have available a listing of affected positions and vacant positions available for transfer by affected employees. Upon request, the District will identify funding sources of the positions to be laid off and whether any of the laid off positions have an incumbent or are vacant.

**19.2.3 Minimizing Unfavorable Impacts:** Upon request by either TRSPA or the District, a meeting shall be conducted to examine the particular aspects of the layoff in an effort to minimize unfavorable impacts on affected employees.

**19.2.4 Seniority Rosters:** The District shall provide a seniority roster to TRSPA annually in July. TRSPA will review the roster and notify the District immediately in writing of any errors in the seniority listing.

**19.2.5 Employee Meetings:** At the time layoff notices are issued, the employee will be granted a meeting, upon request, with a Human Resource representative and a TRSPA representative. The purpose of the meeting will be to explain to the employee bumping rights.

### **19.3 Order of Layoff Procedures:**

**19.3.1 Order of Layoff:** Whenever an employee is laid off, the order of layoff within the class shall be the employee employed the shortest time in the class plus higher classes.

**19.3.2 Length of Service:** Length of service is determined by date of hire.

**19.3.3 Bumping Rights:** An employee who is laid off from a higher class (including Sergeant and Lieutenant) shall have return rights to a previously held classification within the bargaining unit.

### **19.4 Notification of Layoff Procedures:**

**19.4.1 Board Agenda:** The District shall transmit a copy of the Board agenda to TRSPA

regarding any proposed layoff.

**19.4.2 Notice to Affected Employees:** The District shall notify each affected employee in writing a minimum forty-five calendar days prior to the effective date of any layoff. The exception to the forty-five (45) day notice occurs in the event of an actual and existing financial inability to pay salaries of employees or causes not foreseeable or preventable by the Board. In these instances less than forty-five (45) calendar days' notice may be given.

**19.5 Improper Layoff Rights:**

**19.5.1** Any bargaining unit member who is improperly laid off and is otherwise entitled to employment shall be reemployed in the same or equal classification immediately upon discovery of the error and given all rights and privileges including retroactive pay, health and welfare benefits and vacation and sick leave accrual as if the bargaining unit member had not been laid off at all.

**19.6 Separation Benefits:**

**19.6.1 Vacation Pay Out:** Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant due the employee.

**19.6.2 Benefits (Lay-Off):** The District will provide any laid-off employee the contractual District contribution amount toward health, dental and vision insurance for two (2) calendar months following the affected employee's final scheduled day of employment.

**19.6.3 Use of Vacation Prior to Lay Off:** Any employee who has received a layoff notice shall, upon their written request to their immediate supervisor, be allowed to take any unused accumulated vacation entitlement prior to the effective date of the layoff.

**19.7 Re-Employment from Layoff:**

**19.7.1 39-Month Re-Employment List and Rights:** Employees laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.

**19.7.2 Voluntary Demotions or Reductions:** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months; provided that the same tests for fitness under which they qualified for their appointment to the class shall still apply. The employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class, or to positions with increased assigned time as vacancies become available, and without limitation of time; but, if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

**19.7.3 Notice of Openings:** An employee who is laid off and is subsequently eligible for

reemployment shall be notified, in writing, by the District of an opening.

- 19.7.4 Refusal/Acceptance of Re-Employment Offers:** A laid-off employee shall notify the District of their intent to accept or refuse reemployment within seven work days following notification. Failure to respond constitutes a refusal, and the employee shall not be notified of future vacancies until the laid-off employee notifies the Human Resources/Labor Relations Department, in writing, that they are available for reemployment.
- 19.7.5 Highest Rated Classification:** Employees shall be reemployed in the highest rated job classification available, in accordance with their length of service in the class from which they were laid off, plus higher classes. Employees who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the higher paid positions.
- 19.8 Re-Employment after Retirement:** Should an employee who had elected retirement in lieu of layoff subsequently accept, in writing, reemployment with the District, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.
- 19.9 Return to Work:** Upon return to work, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority.
- 19.10 Sick Leave Reinstatement:** Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.

## **ARTICLE 20 - DISCIPLINE PROCEDURE**

**20.1 Purpose:** It is the intent of the parties that the provisions of this article shall substitute for any and all appeal procedures provided by the District.

**20.2 Definition:**

**20.2.1** As used herein, "disciplinary action" means demotion, reduction in pay step in class, suspension, or discharge of an employee with permanent status.

**20.2.2** As used herein, "parties" means the District and an employee who is subject to disciplinary action or their representative.

**20.3 Persons Authorized to Initiate Disciplinary Action:** The employee's appointing authority or the designated representative of the appointing authority may initiate disciplinary action against an employee.

**20.4 Application:**

**20.4.1** This article shall only apply to employees with permanent status.

**20.4.2 Probationary Status:** This article shall not apply to an employee in probationary status who shall have no right to grieve or arbitrate release from such probationary appointment, except as otherwise provided by law.

**20.4.3 Reserve Police Officer / Dispatcher:** A Reserve Police Officer or Reserve Dispatcher shall have no right to grieve or arbitrate release from appointment.

**20.5 Cause for Disciplinary Action:** No disciplinary action shall be taken against a permanent employee without good cause. "Good cause" is defined as any facts which, based on relevant circumstances, may be reasonably relied on by the appointing authority in the exercise of reasonable discretion as a basis for disciplinary action. "Good cause" includes, but is not limited to:

- a) Fraud in securing appointment.
- b) Incompetency.
- c) Inefficiency.
- d) Neglect of duty.
- e) Insubordination.
- f) Dishonesty.
- g) Intemperance.
- h) Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect upon the bargaining unit member or upon employees associated with him/her.
- i) Use of controlled substances while on duty or in such close proximity thereto as to cause any detrimental effect upon the bargaining unit member or upon employees associated with him/her.
- j) Absence without leave.

- k) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- l) Immorality.
- m) Discourteous treatment of the public or other employees.
- n) Improper political activity.
- o) Willful disobedience.
- p) Misuse of District property.
- q) Violation of this part or of a board rule.
- r) Refusal to take and subscribe any oath or affirmation that is required by law in connection with the employment.
- s) Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to the appointing authority or the person's employment.
- t) Any negligence, recklessness, unlawful or intentional act that results in harm or the death of a student, staff member or member of the community.
- u) Unlawful discrimination, including harassment, on any basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, or age, against the public or other employees while acting in the capacity of a District employee.
- v) Unlawful retaliation against any other District employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of, the department or any other appropriate authority, any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related to the job.

**20.6 Cause for Personnel Action Due to Physical or Mental Disability:** For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability which disability precludes the employee from the proper performance of the essential duties of his or her job.

**20.7 Notice Requirement and Effective Date of Order:**

- a) The appointing authority or designee shall file a written proposed order and final order of disciplinary action with the Human Resources/Labor Relations Department.
- b) A copy of the proposed and final notice of disciplinary action shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address which is within the personnel file of the employee within the department to which they are assigned. If notice is provided by mail, the employee should be deemed to have received notice fifteen (15) calendar days after the date of mailing or the date of receipt as confirmed by registered or certified mail, whichever is sooner.

- c) The order shall be approved as to form by the District Counsel and shall include:
  - 1) A statement of the nature of the disciplinary action;
  - 2) The effective date of the disciplinary action;
  - 3) A statement in ordinary and concise language of all specified facts or omissions upon which the disciplinary action is based; and
  - 4) A statement advising the employee of the right to appeal the action through the arbitration procedure of this article, of the manner and time in which the appeal must be made, and the required content of the appeal.
- d) The disciplinary action shall be effective on the date and time specified in the order of disciplinary action filed with the Human Resources/Labor Relations Department, provided notice is served as specified in this action.

**20.8 Appeal:**

- a) The employee who is subject to the disciplinary action or their representative shall have the right to file an appeal of the disciplinary action, within fifteen (15) calendar days after receiving the order of disciplinary action, by filing a written notice of appeal with the Human Resources/Labor Relations Department. The notice of appeal shall contain the name and address of the person to whom all written communication regarding this appeal shall be sent.
- b) Human Resources/Labor Relations Department shall promptly provide the appointing authority with a copy of the employee's notice of appeal.
- c) An employee for whom a notice of appeal is filed as provided herein shall be entitled to a hearing, as provided in this article and to no other remedy.
- d) An appeal of a disciplinary action is a complaint of a permanent employee with permanent status regarding whether there was good cause for the disciplinary action taken against that employee.
- e) Prior to arbitration, the parties may mutually agree to mediation. At the conclusion of the case presentation, the mediator will announce their recommendation orally to all parties. The decision of the mediator shall be reduced to writing in order to be presented to both parties and shall be advisory. During the mediation process all timelines for the appeal shall be tolled. This does not prohibit the employee from appealing to arbitration.
- f) If the employee who is subject to disciplinary action or their representative fails to file a notice of appeal within the time specified in Subsection a. of this section, the disciplinary action shall become final without further action.

**20.9 Appointment of Arbitrator:**

**20.9.1** The parties to the hearing and to the selection of the arbitrator shall be the employee who is subject to the disciplinary action or their representative and the District.

**20.9.2** An impartial arbitrator shall be selected jointly by the parties within ten (10) calendar days of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California

Mediation/Conciliation Service a list of five (5) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.

**20.10 Amended or Supplemental Order:** At any time after a hearing has commenced on a disciplinary action and prior to the time the appeal is submitted for decision, the appointing authority may, with the consent of the arbitrator, serve on the employee and file with the Human Resources/Labor Relations Department an amended or supplemental order of disciplinary action. Consent is not required for an amended or supplemental order filed prior to commencement of the hearing. If the amended or supplemental order presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto. Any new causes or allegations shall be deemed denied and any objections to the amended or supplemental causes or allegations may be made orally at the hearing.

**20.11 Discovery:**

**20.11.1 Permissible Discovery:** Pursuant to the procedure set forth in Article 20.11.3, below, any party to the arbitration hearing may obtain the following information in the hands of or which may reasonably be obtained by the responding party or the responding party's representative (as used herein, "responding party" shall mean the person of whom the information is requested):

**20.11.1.1** Those allegations in the order of disciplinary action which are admitted by the employee and those allegations in the order of disciplinary action which are denied by the employee.

**20.11.1.2** The name, address and telephone number of each witness whom the responding party intends to call to testify at the hearing.

**20.11.1.3** Copies of statements by any person whom the responding party intends to call as a witness.

**20.11.1.4** All writing relevant to the issues involved in the appeal including but not limited to reports of mental, physical and blood examinations which the responding party intends to introduce into evidence. "Writing" as used herein shall have the meaning defined in Evidence Code Section 250 which states: "Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.

**20.11.1.5** A statement specifically defining the issues in dispute.

**20.11.1.6** The foregoing does not apply to witnesses or exhibits used for impeachment or rebuttal.

**20.11.2 Confidential or Privileged Matter:** If the responding party determines that the writing or other material requested is confidential or privileged, the response to the discovery request shall specifically so state, and shall set forth in detail the grounds upon which

confidentiality or privilege is claimed. If the requesting party disputes the claim of privilege or confidentiality, the arbitrator shall resolve the claim. In resolving the claim, the arbitrator may order that the writing or other material be deposited with the arbitrator in a sealed container. In ruling on such claims, the arbitrator may grant or deny the claim of confidentiality or privilege in whole or in part. The arbitrator shall have no authority to resolve any claim concerning material which by statute may only be released by court order. If the arbitrator determines that the material is confidential, but limited disclosure is necessary, the arbitrator may impose conditions upon the use or disclosure of the item by the requesting party. If the arbitrator determines that the material requested is subject to an evidentiary privilege, the decision regarding disclosure of the matter shall be strictly governed by the provisions of the Evidence Code.

**20.11.3 Procedure for Discovery:**

**20.11.3.1 Personal Service:** At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Article 20.11.1.

**20.11.3.2 Service by Mail:** At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Article 20.11.1. The effective date of service shall be the date of the postmark.

**20.11.3.3 Response:** Within twenty (19) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.

**20.11.3.4 Request to be Deemed Continuing Request:** The discovery request is a continuing request, which requires a continuous response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.

**20.11.3.5 Negative Response:** In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding



party does possess. The responding party shall comply with (20.11.1.4) above after such negative response.

**20.11.3.6 Disputes:** Any dispute between parties regarding discovery shall be resolved by the arbitrator.

**20.11.3.7 Penalties for Failure to Comply:** The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:

- A. Exclusion of evidence;
- B. Continuing the hearing at any stage; or
- C. Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the non-complying party.

**20.12 Timing and Conduct of Hearing:** The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing may be a private or public hearing as determined by the employee.

**20.12.1** The employee who is subject to disciplinary action may be represented by the representative of their choice.

**20.12.2** The employee shall be entitled to appear personally at the hearing and produce evidence.

**20.12.3** The appointing authority may also be represented by counsel.

**20.12.4** At the hearing, the appointing authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing the facts by a preponderance of the evidence. The arbitrator may administer oaths and take official notice of facts as authorized by law.

**20.12.5** Oral evidence shall be taken only on oath or affirmation.

**20.12.6** A court reporter shall take a transcript of the hearing.

**20.12.7** The arbitrator may consider the records or any relevant prior disciplinary actions against the employee which are final, and any records contained in the employee's personnel files if such records were introduced at the arbitration hearing.

**20.12.8 Each Party Shall Have These Rights:** To call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness; and to rebut evidence. The appellant may be called and examined as if under cross-examination.

- 20.12.9** The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in and of itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
- 20.13 Subpoenas:** Before the hearing has commenced, or during the hearing, the arbitrator shall have the power to issue subpoenas in accordance with Section 1282.6 of the Code of Civil Procedure.
- 20.14 Decision:** Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case. The decision shall contain and be limited to specific factual findings relating to the facts alleged in the disciplinary order and any facts asserted by the appellant for purposes of defense or mitigation; a determination of legal issues, if any; a determination of whether the facts found constitute good cause for discipline; and an order that affirms, modifies or sets aside the order of disciplinary action imposed by the appointing authority.
- 20.15 Finality of Decision:** The decision of the arbitrator shall be final and binding.
- 20.16 Costs:** The fees and expenses of the mediator and/or arbitrator, the court reporter, and the transcript, if any, shall be shared equally by TRSPA or employee and the District, in the event the employee subject to the disciplinary action is represented by TRSPA. The parties shall bear their own witness fees; however, TRSPA shall not be charged any witness fees for District employees.

## **ARTICLE 21 - MAINTENANCE OF CLASSIFIED PERSONNEL FILES**

- 21.1 Maintenance:** The policy of the District with respect to the maintenance of personnel files is based on applicable Police Officers Bill of Rights, Penal Code, and Education Code Sections which follow:
- 21.2 Inspection:** Materials in personnel or training files of employees which may serve as basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which:
- A. Were obtained prior to the employment of the person involved,
  - B. Were prepared by identifiable examination committee member, or
  - C. Were obtained in connection with a promotional examination.
- Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 21.3 Derogatory Materials:** Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have thirty (30) calendar days within which to file a written response, which must be attached to any such derogatory statement. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 21.3.1 Materials of a Positive Nature:** Information of a positive nature may be entered into the training file of an employee provided it was written by the immediate supervisor or is related to current job performance. Official Commendations shall be entered into the employee's personnel file.
- 21.4 Official File:** There shall be one file on each employee which shall be recognized as their official personal file. It shall be kept at the Human Resources Department.
- 21.5 Supervisor Conference:** The Supervisor shall confer with the employee within fifteen (15) calendar days of learning of any matter which might warrant placement of an entry into the employee's personnel file.
- 21.6 Reproduction of Materials:** Upon written request, an employee may be furnished, at cost, a reproduction of any material originating within the District.

## **ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURE**

**22.1 Purpose:** This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement. The grievance article does not apply to grieving the language of Article 20.

**22.1.1** To resolve grievances informally at the lowest possible level.

**22.1.2** To provide an orderly procedure for reviewing and resolving grievances promptly.

### **22.2 Definitions:**

**22.2.1** A grievance is a complaint of one (1) or a group of employees, or a dispute between the District and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

**22.2.2** As used in this procedure, the term "immediate supervisor" means the individual who assigns, reviews and directs the work of an employee.

**22.2.3** As used in this procedure the term "party" means an employee, the Association or the District.

**22.2.4** As used herein, representative or the Association representative, if an employee of the District, refers to an employee designated as such pursuant to Article 2.1.

**22.3 Time Limits:** Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.

**22.3.1** The limits shall begin the day following receipt of a decision.

**22.3.2** All documents, communication, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.

**22.3.3** If the District does not respond in a timely fashion, the grievance automatically proceeds to the next level.

**22.3.4** Failure of the grievant to file her/his grievance within the time limit or failure to appeal from one level to the next within the time limit shall be deemed a waiver of the grievance, and no further action to process the underlying complaint shall be required of the District. Time limits for filing a grievance and appealing from one level to the next are mandatory and jurisdictional and are to be decided by the arbitrator before the substantive issues of the grievance can be decided. The arbitrator does not have jurisdiction to rule on the substantive issues of a grievance or issue a remedy if the time limits have not been met.

**22.4 Copy of Decision:** At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

**22.5 Presentation:** An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. On group grievances no more than four District employees may participate while on duty, whether grievants, representatives, or witnesses,

unless otherwise approved by the District. The District agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

**22.6 Employee Rights:** The employee retains all rights conferred by Section 3500, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.

**22.7 Application:** Grievances as defined in Article 22 shall be brought through this procedure.

**22.8 Informal Discussion:** The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) calendar days, the immediate supervisor shall give a decision or response.

**22.9 Formal Grievance – Step 1:**

**22.9.1** If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

**22.9.1.1** Fifteen (15) calendar days after the event or circumstances occasioning the grievance; or

**22.9.1.2** Fifteen (15) calendar days of the decision rendered in the informal grievance procedure.

**22.9.2** A formal grievance shall be initiated in writing and shall be filed with the School Chief of Police or designee. The grievant may be represented by the Association representative.

**22.9.3** Within fifteen (15) calendar days after the initiation of the formal grievance, the School Chief of Police or designee shall investigate the grievance, and give a decision in writing to the grievant.

**22.10 Formal Grievance – Step 2:** If the grievant is not satisfied with the decision rendered, pursuant to Step 1, the grievant may appeal the decision within fifteen (15) calendar days to the Director, Human Resources or designee. The grievant may be represented by the Association or Association Counsel.

**22.10.1** Within thirty (30) calendar days after the initiation of the Step 2, the Director, Human Resources or designee shall investigate the grievance, and give a decision in writing to the grievant.

**22.11 Formal Grievance Mediation – Step 3:** If the grievance is not resolved after formal Step 2, the grievant must, within ten (10) calendar days of the response to formal Step 2, request formal mediation. Written notice that the grievance is being referred to mediation shall be provided to Director, Human Resources or designee. The mediator shall be from a mutually agreed upon pool of mediators. The mediator shall be assigned based on availability by the Director, Human Resources and the TRSPA Labor Relations Representative, or designees. The mediator shall attempt to resolve the dispute and assist the parties in reducing the resolution to writing. If no

resolution is reached within a reasonable time period, the mediator shall issue notice to the parties that level two has been concluded.

- 22.12 Formal Grievance Arbitration – Step 4:** If the grievance is not resolved after formal Step 3 Mediation, the Association must, within ten (10) calendar days of the conclusion of mediation, inform the Associate Superintendent of Human Resources or designee that it wants to take part in binding arbitration.
- 22.13 Assignment of an Arbitrator:** An impartial arbitrator shall be selected jointly by the parties within fifteen (15) calendar days of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.
- 22.14 Decision:** The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement. Nor shall the arbitrator substitute discretion in any case where the District is given or retains such discretion except as specifically provided in this Agreement. The arbitrator shall limit decision to the application and interpretation of the provisions of this Agreement.
- 22.15 Costs:** The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.
- 22.16 Witnesses:** The District agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable and shall not significantly impact department operations.

## **ARTICLE 23 - SEVERABILITY**

- 23.1 Savings Clause:** If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or refrain compliance with or enforcement of any provisions of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 23.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement consistent with the original intent of the parties regarding such Article or Section.

**ARTICLE 24 - SALARY**

24.1 **Salary:** The salary schedule shall be reflected in Appendix A.



## **ARTICLE 25 - NON-DISCRIMINATION**

**25.1 Non-Discrimination:** The District and TRSPA agree that neither should discriminate against an employee in the bargaining unit in the application of this Agreement based on a protected class as defined in state, federal, or local law including be appointed, reduced, removed, or in any way favored or discriminated against because of his/her actual or perceived race, color, religion, national origin, ancestry, ethnic heritage, creed, gender, sexual orientation, marital status, political affiliation, persuasion, age, physical disability, mental disability or medical condition to the extent prohibited by law.

## **ARTICLE 26 - DURATION**

**26.1** Duration: The effective date of the contract will be effect upon ratification by the Board and will cover July 1, 2022 through June 30, 2025. During the 2023-2024 academic year, the parties will meet to negotiate Article 13 for implementation October 1, 2024. In the absence of agreement beginning October 1, 2024, current Article 13 language will be in effect.

# APPENDIX A



**Twin Rivers School Police Association  
Monthly Salary Schedule  
2022-2023  
Effective July 1, 2022**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Department Dispatcher	33	\$4,488	\$4,712	\$4,949	\$5,196	\$5,456	\$5,729	\$6,015	\$6,316
Records and Evidence Clerk	33	\$4,488	\$4,712	\$4,949	\$5,196	\$5,456	\$5,729	\$6,015	\$6,316
Police Officer/School Resource Officer	41	\$5,850	\$6,141	\$6,448	\$6,771	\$7,109	\$7,465	\$7,839	\$8,230

Educational Incentive
60 Units = 1.5% for employees who were employed by the district prior to 7/1/2020 and were already receiving the 1.5% stipend
AA/AS Degree = 2.5%
BA/BS = 5% (not to exceed a total of 5% if AA/AS is also earned)

Longevity			
(after the completion of)			
10 yrs.	15 yrs.	20 yrs.	25 yrs.
2.5%	+2.5%	+2.5%	+2.5%

Board Approved 7-5-22; effective July 1, 2022.

Board Approved 11-15-22; 10% increase retro to July 1, 2022.



**Twin Rivers School Police Association  
Monthly Salary Schedule  
2023-2024  
Effective July 1, 2023**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Department Dispatcher	33	\$4,712	\$4,948	\$5,196	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632
Records and Evidence Clerk	33	\$4,712	\$4,948	\$5,196	\$5,456	\$5,729	\$6,015	\$6,316	\$6,632
Police Officer/School Resource Officer	41	\$6,143	\$6,448	\$6,770	\$7,110	\$7,464	\$7,838	\$8,231	\$8,642

<b>Educational Incentive</b>
60 Units = 1.5% for employees who were employed by the district prior to 7/1/2020 and were already receiving the 1.5% stipend
AA/AS Degree = 2.5%
BA/BS = 5% (not to exceed a total of 5% if AA/AS is also earned)

<b>Longevity</b> (after the completion of)			
10 yrs.	15 yrs.	20 yrs.	25 yrs.
2.5%	+2.5%	+2.5%	+2.5%

Board Approved 11-15-22; 5% increase effective July 1, 2023.



**Twin Rivers School Police Association  
 Monthly Salary Schedule  
 2024-2025  
 Effective July 1, 2024**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Department Dispatcher	33	\$4,853	\$5,096	\$5,352	\$5,620	\$5,901	\$6,195	\$6,505	\$6,831
Records and Evidence Clerk	33	\$4,853	\$5,096	\$5,352	\$5,620	\$5,901	\$6,195	\$6,505	\$6,831
Police Officer/School Resource Officer	41	\$6,327	\$6,641	\$6,973	\$7,323	\$7,688	\$8,073	\$8,478	\$8,901

<b>Educational Incentive</b>
60 Units = 1.5% for employees who were employed by the district prior to 7/1/2020 and were already receiving the 1.5% stipend
AA/AS Degree = 2.5%
BA/BS = 5% (not to exceed a total of 5% if AA/AS is also earned)

<b>Longevity</b>			
(after the completion of)			
10 yrs.	15 yrs.	20 yrs.	25 yrs.
2.5%	+2.5%	+2.5%	+2.5%

Board Approved 11-15-22; 3% increase effective July 1, 2024.