

AGREEMENT
BETWEEN
THE BEAUMONT UNIFIED SCHOOL DISTRICT
AND
THE
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
AND ITS CHAPTER 351
JULY 1, 2021 TO JUNE 30, 2024



Adopted January 18, 2022
Revised November 15, 2022

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AGREEMENT

ARTICLE 1 TERM

This Agreement made and entered into the 19th day of November 2021, between the Beaumont Unified School District (hereinafter referred to as the "District") and the California School Employees Association and its Chapter 351 (hereinafter referred to as "CSEA" or "Association") attests:

- 1.1 This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024. The parties agree that all negotiations over compensation and benefits are closed for the 2021-22 and 2022-23 fiscal years. The parties agree to reconvene to discuss compensation if there is an increase to the Cost-of-Living Adjustment (COLA) from the 5.07% in 2021-22, and projected 2.48% in 2022-23, or if there is any additional ongoing revenue for these years, but either party may reopen negotiations for compensation and benefits for the 2023-24 fiscal year. The parties may notify the other in writing no later than March 15, annually, of its desire to reopen negotiations for salary and fringe benefits and two contract articles each within the scope of bargaining to be named by either or both parties for the 2022-23 and 2023-24 fiscal years. Negotiations shall commence within forty-five (45) working days of the notice requirements, after initial and counter proposals have been presented to the public during an open hearing, unless extended by mutual agreement of the parties. For purposes of this article, a "working day" shall be a day in which the District is open for business. Both parties shall meet and negotiate a department reorganization during the 2021-22 fiscal year and another department reorganization during the 2022-23 fiscal year. Upon implementation of this agreement, both parties agree to immediately meet and open the following articles for reopeners:
 - Article 11
 - Article 13
 - Article 16
 - And introduction of a new Article 26
- 1.2 Any modification of this Agreement shall not be effective unless reduced to writing and ratified and signed by both parties.
- 1.3 This July 1, 2021 Agreement incorporates all Tentative Agreements (TAs) from the 2020-21 negotiations and the TA dated November 19, 2021.

**ARTICLE 2
RECOGNITION**

The District recognizes CSEA and its Chapter 351 as the exclusive representative for that unit of employees named in its Resolution 76-8 adopted May 18, 1976.

**ARTICLE 3
EMPLOYEE RIGHTS**

- 3.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employees and the equal right of employees to refuse to form, join or participate in the activities of an organization.
- 3.2 The personnel file of each employee shall be maintained at the District's central administration office. Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. Within 10 days, the employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments. The foregoing shall not preclude the imposition of discipline including termination prior to the expiration of the ten (10) day period. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.
- 3.3 The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative.

ARTICLE 4 DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those powers and duties are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations; determine the kinds and levels of services to be provided and the methods of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of pupils; determine staffing patterns; determine the kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budget allocations; determine the methods of raising revenue; contract out work as permitted by law and this Agreement; and take any action on any matter in the event of an emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action, such as an emergency due to an act of God or due to interference by a third party beyond the control of the District. In addition, the Board of Trustees retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law. The District retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency as specified above. The determination of whether or not an emergency exists is solely within the discretion of the Board of Trustees of the District.

**ARTICLE 5
ASSOCIATION RIGHTS**

- 5.1 Access. All CSEA business and activities will be conducted by CSEA elected or appointed officers outside established work hours (excluding breaks and lunch periods) as defined in Article 8 herein, except when chapter officers are on official release time. Representatives of the Association shall notify the site administrator or designee of their presence on campus.
- 5.2 Group activities by the authorized representative shall be granted when the Superintendent and/or designee can verify such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members as defined in Article 8 and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with chapter representatives.
- 5.3 The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members in accordance with Board Policy and Administrative Regulations and provided, further, such use does not interfere with the duties and responsibilities of unit members. Association e-mail access shall only be permitted for messages regarding lawful Association business. The Association shall send a copy of school-wide or district-wide e-mails to the Superintendent and/or designee. All communications shall be dated and the Association's identification shall be clearly indicated.
- 5.3.1 The District can restrict the volume and frequency of e-mail messages at its discretion.
- 5.3.2 The Association agrees that it will not interfere with the regular business use of the District system.
- 5.4 CSEA elected and appointed officers shall have the right to use district equipment, i.e., reproduction machines, typewriters, computers, projectors, and calculators. Other equipment may be used if district permission is obtained prior to such use. This right shall not include supplies, such as paper, unless the Association reimburses the District for actual costs.
- 5.5 Designated CSEA chapter officers will exclusively receive time off from duties for the processing of grievances within the grievance procedure, Article 19 herein, for unit members who are designated as chapter representatives subject to the following conditions: (a) CSEA will designate in writing to the Superintendent and/or designee the names of employees who are to receive time off; (b) twenty-four (24) hours prior to the release from duties for grievance processing (except in an emergency) the designated representative informs his/her immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and (c) that such time off shall be limited solely to representing a grievant in a conference with a management person and interviewing witnesses.
- 5.6 Chapter Release Time.
- 5.6.1 The Chapter Delegates for the CSEA annual conference shall be granted five (5) work days per year leave without loss of compensation for participation in the conference.
- 5.6.2 The Chapter President and/or designee shall be granted up to a total of ten (10) work days or its equivalency in hours per year release time without loss of compensation for chapter business and fifteen (15) additional work days or its equivalency in hours per year release time without loss of compensation for chapter business provided CSEA pays the cost of a substitute if any substitute is utilized. In order that the District may secure a substitute, the Chapter President and/or designee shall notify the immediate supervisor before taking leave for chapter business. The President or designee shall have the responsibility to schedule their release time in such a manner that said release time will not adversely affect their ability to perform their normal duties.
- 5.6.3 The Chapter President and/or designee shall record such leave on her/his monthly payroll timesheet. Additional release time for the Chapter President and/or designee may be granted

by the Superintendent and/or designee. Upon request of CSEA, the District shall grant a leave of absence, without loss of compensation, to a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important CSEA organizational activities authorized by and at the expense of CSEA.

- 5.7 A copy of each agenda of the Governing Board meetings shall be delivered via e-mail to the Chapter President at the same time that it is delivered to District Administrators. The minutes of each Board meeting shall be delivered via e-mail to the Chapter President. A representative of CSEA shall have the right to address the Board on any item. CSEA may request to place an item on the Board Agenda, in accordance with Board Bylaw BB 9322.
- 5.8 CSEA retains the right to receive upon request any and all materials related to seniority, wages, hours and other terms and conditions of employment which are pertinent and relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.
- 5.9 District-Wide Committees. In recognition of the benefit of having the Association represented on committees established by the District Superintendent and/or designee, a bargaining unit member or members will be included on the following district-wide committees:

- Safety Committee
- Budget Review Committee
- Health & Welfare Committee-
- Summer Programs Committee
- Technology Committee
- Calendar Committee

The Association shall select up to two bargaining unit members representing the Association to participate on District-Wide Committees. Bargaining unit member's participation on a District-Wide Committee shall be on a voluntary basis. The above list can be added to by mutual written agreement between the District and the Association.

- 5.10 The District agrees to provide copies of this Agreement to CSEA for distribution to all unit members after the execution of re-opener and successor contract agreements. At the completion of each negotiation period, the District and Association shall agree on a date when contract copies will be distributed. All new unit members shall be provided a copy of this Agreement by the District at the time of employment. Copies of this Agreement shall be distributed in the following manner:
 - 1. A copy of the Agreement shall be posted on the District website. This Agreement may also be posted on the Association website.
 - 2. Provide a copy of this Agreement to current and new unit members on some form of digital media.
 - 3. The District or the Association shall provide printed copies to unit members upon request.
 - 4. A printed copy shall be provided to each District site.

Supplements to this Agreement shall be distributed in like manner. In addition, the District will make available fifteen (15) copies of the Agreement for use by the Association.

- 5.11 A maximum of six (6) Chapter representatives, including the Chapter President, shall be granted reasonable release days for at-the-table negotiations. Additional Chapter representatives may be granted reasonable release days for negotiations upon mutual agreement of the District and the Association.

**ARTICLE 6
COMPENSATION AND BENEFITS**

Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the application job description, a specification of the monthly and hourly rates applicable to his/her position which shall not be less than the State minimum wage, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

6.1 Reorganization of the Classified Salary Schedule.

This is a two (2) year agreement for compensation covering the 2022-23 and 2023-24 fiscal years. There will be an ongoing twelve and a half percent (12.5%) increase applied to the classified salary schedule beginning January 1, 2023.

Each unit member, in paid status, will receive a payment of six and a quarter percent (6.25%) off schedule. The one-time off schedule payment will be based on an employee's combined total base annual salary of all permanent and probationary positions. The base annual salary does not include temporary work in another classification, extra duty, stipends, or overtime. The one-time off schedule payment will be prorated by the full time equivalent (FTE) and hire date per position, held between July 1, 2022 and the implementation of this agreement.

Any additional percentage increase in District-wide student attendance, above 95.0%, at the state P-2 reporting period in April 2023, will be applied to the Health & Welfare per FTE contribution beginning on October 1, 2023.

The parties agree to reconvene to discuss compensation if there is a funded increase to the Cost-of-Living Adjustment (COLA) from the 6.56% in 2022-23, and projected 5.38% in 2023-24, or if there is any additional ongoing revenue for these years.

Unit members who resign, have resigned, or are terminated from the District prior to the date of ratification and approval by the Board of Trustees of this Agreement, respectively, shall not be eligible for pay increases or one-time payments, resulting from said Agreements.

Eligibility for retroactivity for the above specific pay increase and for the increase in the District's annual contributions towards health insurance shall be in accordance with Article 6.8 – Pay and Health Insurance Contribution Increases, below.

6.1.1 Salary Advancement shall be as follows:

- (a) Employees hired between July 1st and December 31st shall advance to the next salary step on July 1st of the calendar year following their employment.
- (b) Employees hired between January 1st and June 30th will advance to the next step on July 1st during the full calendar year following employment and so on.

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

6.1.3 Longevity Increments.

Longevity increments will be added to the unit member's payroll warrant in accordance with their pay cycle (eleven or twelve months). Unit members shall receive longevity based on years of service with the District in the following amounts:

At the beginning of:

Eligibility Requirement	Percentage Increase
Eleven years of continuous employment	2% of monthly base salary
Sixteen years of continuous employment	3% of monthly base salary
Twenty-one years of continuous employment	4% of monthly base salary
Twenty-six years of continuous employment	5% of monthly base salary
Thirty-one years of continuous employment	6% of monthly base salary

- (a) Employees hired between July 1st and December 31st shall receive their first longevity increment in the member's December payroll warrant retroactive to their longevity eligibility date; subsequent longevity increments shall be processed according to the same methodology.
- (b) Employees hired between January 1st and June 30th shall receive their first longevity increment in the member's June payroll warrant retroactive to their longevity eligibility date; subsequent longevity increments shall be processed according to the same methodology.

6.2 Experience Credit. A maximum of two (2) years may be granted for experience outside of the Beaumont Unified School District.

6.3 HEALTH AND WELFARE PLANS.

6.3.1 All bargaining unit members whose regular work week is twenty (20) or more hours shall be granted health and welfare benefits. Health and Welfare Benefits shall begin the first day of the month following the unit member's hire date.

6.3.2 Health and Welfare Plans. Effective October 1, 2020, the District will offer the following Medical and Dental plans, and effective July 1, 2020, the District will offer the following Vision Plan:

Type of Coverage	Plan Name
Blue Cross PPO Medical Plans	CVT PPO Plan 3B
	CVT PPO Wellness Plan
Blue Cross HMO Medical Plans	CVT HMO Plan #1 Rx-B
	CVT HMO Plan #2 Rx-B
	CVT HMO Plan #3 Rx-V
Kaiser HMO Medical Plans	CVT Kaiser Plan #2 With Chiropractic
	CVT Kaiser Wellness Plan With Chiropractic
Delta Dental	CVT Delta Dental Plan
MES Vision	REEP MES Vision Plan

Health and Welfare Caps. The District will increase the Health and Welfare contribution (i.e. the "cap") by \$547.00 beginning October 1, 2019. As of October 1, 2019, the maximum

District contribution (i.e. the “cap”) for each full-time eligible employee, pro-rated as applicable below, for one Medical, Dental, and Vision plan shall be as follows:

Applicable Tier ALL PLANS	District Maximum Contribution (“Cap”)
Single	\$13,264.00
2-Party	\$12,264.00
Family	\$11,264.00

In the event of an increase in premiums for any plan, the District shall not be required to increase its contributions beyond the caps set forth above, unless and until negotiated otherwise with CSEA. The District and CSEA shall collaborate in making information available to unit members concerning the impact of premium increase, if any, and/or plan changes.

6.3.3 Health and Welfare Pro-Rata. The Health and Welfare pro-rata contributions can be found in Appendix A of this Agreement.

6.3.4 Dual-Employee Married/Domestic Partnership Classified Employees. As per CVT’s plan provisions and guidelines, benefit eligible classified employees and their benefit eligible classified employee spouse or domestic partner, who enroll in separate PPO composite plans, shall be eligible for coordinated, double medical coverage. Each spouse or domestic partner shall be eligible for the full district contribution (pro-rated by hours) as stated above; however, as per CVT’s guidelines, the District pays only 75% of the composite medical premium for each eligible spouse or domestic partner.

6.3.5 Monthly Employee Payroll Deductions. Based on the plan offerings, caps, and pro-rata calculations stated above, tenthly monthly employee payroll deductions, if any, have been determined for the 2019-20 fiscal year for each employee’s choice of one CVT medical and dental plan, and one REEP vision plan. Such tenthly monthly payroll deductions are enclosed herein to this contract as Appendix A.

6.3.6 All eligible bargaining unit members who elect to “opt-out” of the District offered health insurance and receive the \$1,500 annual cash allowance in lieu of District-paid medical insurance premiums, must complete the “opt-out” form during open enrollment each year and provide proof of alternative coverage. This allowance provision will be on a pro-rata basis and paid through ten equal monthly payments. This section is subject to the rules, regulations, and limitations of the Plan Administrator.

6.4 EARLY RETIREMENT BENEFIT PROGRAM

6.4.1 Purpose. This Early Retirement Benefit Program provides unit members of retirement age the opportunity to voluntarily exercise their retirement options at an early age.

6.4.2 Qualifications. The following qualifications apply to classified employees wishing to utilize the Early Retirement Benefit Program:

Applicant Groups	Eligibility Requirements	Minimum Age
GROUP #1: Grandfathered Applicants Vested Before April 8, 2008	10 years of service prior to April 8, 2008	55 years of age at time of retirement

GROUP #2: Grandfathered Applicants Hired before, but not Vested as of April 8, 2008	15 years of service prior to retirement	60 years of age at time of retirement
GROUP #3: Applicants Hired on or after April 8, 2008	20 years of service prior to retirement	60 years of age at time of retirement

- (a) GROUP #1: Grandfathered Applicants Vested before April 8, 2008. Grandfathered applicants must have attained age fifty-five (55) at the time of retirement. Applicants must have served in the District in a benefits-eligible classified capacity for a minimum of ten (10) consecutive years immediately prior to April 8, 2008.
- (b) GROUP #2: Grandfathered Applicants Hired But Not Yet Vested as of April 8, 2008. Applicants who were employed by the District and who had less than ten (10) years of continuous service with the District before April 8, 2008, must have attained age sixty (60) and have served in the District in a benefits-eligible classified capacity for a minimum of fifteen (15) consecutive years immediately prior to retirement in order to qualify for early retirement benefits under this section.
- (c) GROUP #3: Applicants Hired into Classified Bargaining Unit Service On or After April 8, 2008. Applicants who were hired on or after April 8, 2008 must have attained age sixty (60) and have served in a benefits-eligible classified capacity for a minimum of twenty (20) consecutive years immediately prior to retirement in order to qualify for early retirement benefits under this section.

6.4.3 Medical benefits will be prorated based on percentage of workday at time of retirement.

6.4.4 Procedures. Unit members shall submit a written resignation of their position with the District and have it accepted by the Board of Trustees prior to entering into an Early Retirement Benefit Program Contract. Such a resignation is contingent upon the acceptance by the Board of Trustees of the applicant's participation in the program.

6.4.5 Unit members desiring to participate in the program must apply no later than two (2) months prior to the beginning of the first school year or semester during which the prospective participant wishes to enter the program.

6.4.6 This program shall continue to age sixty-five (65), or when the member qualifies for Medicare, whichever comes first.

6.4.7 Retiree Medical Benefit Contributions. Participants may receive one-party or two-party medical insurance up to a cap of \$10,000, excluding dental and vision, which may be purchased through the district under COBRA.

6.4.8 Nothing in this article shall prevent a participant from substituting in addition to participating in the program.

6.4.9 With specific prior approval of the Board of Trustees the years of service in the Early Retirement Benefit Program need not be consecutive, but under no circumstance can service extend beyond a participant's 65th birthday.

6.5 Payroll Frequency. Employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay falls on a holiday, the paycheck shall be issued on the preceding workday in accordance with the Riverside County Office of Education pay schedule for monthly pay. The District will report only exceptions or variations such as sick/personal necessity, extra duty, time not worked, etc., on payroll record sheets.

- 6.5.1 Unit members working less than ten (10) months will receive a pay-off for vacation earned and not utilized in the current year in June.
- 6.6 Payroll Errors. Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued not later than five (5) working days after the employee provides notice to the payroll department.
- 6.7 Pay and Health Insurance Contribution Increases. The District shall make a lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within thirty (30) days of the Agreement between the District and CSEA unless it is operationally impossible. Unit members who separate from the District prior to the date of ratification of this Agreement or any amendments, respectively, shall not be eligible for retroactive pay increases or health insurance contributions resulting from said Agreements or amendments. However, classified employees who retired in good standing from the District during a portion of the fiscal year in which a retroactive salary increase has been applied shall be eligible for such retroactive pay increases, and such increases shall be reported by the District to CalPERS.
- 6.8 Mileage. Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the Internal Revenue Service rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. Any employee required to work at a work site on temporary assignment which is more than five (5) miles from his/her normal work site shall be compensated for the amount established above for reimbursement for mileage.
- 6.9 Meals. Reimbursement shall be at the rates specified in BP/AR 4133, 4233, 4333.
- 6.10 Lodging. Any employee in the bargaining unit, who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging, as specified in BP/AR 4133, 4233, 4333. Where possible, the District shall provide advance funds to the employee for such lodging.
- 6.11 Uniforms.
- 6.11.1 If the District requires uniforms of any unit member, the District shall bear the cost of providing such uniforms. In accordance with Government Code section 20636.1 and CCR section 571, the monetary value for the purchase, rental, and/or maintenance of required uniforms will be reported as special compensation for classic employees (PERS member prior to January 1, 2013).
- 6.11.2 Unit members who are provided uniforms shall be required to wear District-provided uniforms during duty hours. (See Appendix G for classifications required to wear uniforms.)
- 6.11.2.1 Unit members who are provided reinforced toed boots shall wear long pants for their safety.
- 6.11.3 Laundry and minor upkeep of uniforms, shirts or vests provided by the District are unit member's responsibility.
- 6.11.4 The District shall replace worn-out or damaged uniforms. Uniforms that become no longer usable shall be returned by the employee and exchanged by the District.
- 6.11.5 The District-provided uniforms are District property. Upon termination of employment from the District, unit members must return the uniform to the District.
- 6.11.6 A payroll deduction, based on replacement cost, for a non-returned or non-work related damage assigned uniform property can be assessed by the District.

- 6.11.7 **Employee Uniform Allowance.** The District will purchase and maintain uniforms for all regular uniformed unit members. The District will report to CalPERS the monetary value, on a monthly basis, for providing and maintain employee uniforms. The uniform allowance amount reported to CalPERS will not exceed \$500.00 per fiscal year, per employee. Uniform allowance is not considered pension reportable compensation for “new members” hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013 (“PEPRA”). See Appendix G – Employee Uniform Allowance.
- 6.12 **License Renewal.** The District will pay for required training to renew local bus drivers' licenses at the hourly rate of the trainees, if the required training is completed before the expiration of the bus driver's license.
- 6.13 **Reimbursement for Replacement or Repairing Employee's Property.**
- 6.13.1 The District will provide for the payment of the cost of replacing or repairing specifically defined personal property of an employee in specifically defined circumstances.
- 6.13.2 The specific personal property eligible for cost of replacement or repairing is defined as: prescription eyeglasses, hearing aids, dentures, watches, articles of clothing worn by the employee, and other personal property brought to work with the written permission of the employee's immediate supervisor which permission shall include a declared value. Permission for bringing personal property must be secured at least a day in advance. Reimbursement to the employee for damage to personal property, as defined by this section, will occur when any such property is damaged in the line of duty without fault of the employee, or if the property is stolen from the employee by robbery or theft while the employee is in the line of duty. If the property is damaged beyond repair or stolen, the value of such property to a maximum of five hundred dollars (\$500) will be paid less reimbursement on account of insurance held by the employee, if any. The value of such property shall be as of the time of the damage thereto or robbery or theft thereof.
- 6.13.3 If any negligence is determined on the part of the employee involved, no reimbursement will be made by the District.
- 6.13.4 **Definition of Terms.** Line of Duty means attendance, assigned or voluntary, at any workstation of the school district or supervision at any official function of the school district. Fair Market Value means the original cost minus depreciation as determined by the District and the employee. Determining financial loss or damage: The amount of loss or damage shall be based on the original price and shall be prorated by the joint agreement of the employee and the Superintendent and/or designee. Adequate proof: The Superintendent and/or designee shall investigate the circumstances involved in the damage or theft and determine to best of his/her ability whether the loss or damage to the personal property of the employee occurred while the employee was engaged in his/her line of duty. Adequate proof of the property loss or damage shall be established by clear and convincing evidence.
- 6.14 **Tools.** The District agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
- 6.15 **Professional Growth Program.**
- 6.15.1 The District and CSEA shall establish a voluntary professional growth program which will enrich the knowledge and effectiveness of the District's classified service. Such courses or training shall be taken during non-duty hours and at the unit member's expense. In order to qualify for increment credit, the course or training must be related to the unit member's job assignment and result in a benefit to the District or a benefit to the District is anticipated through a future change in the unit member's assignment, the District, in its sole discretion may approve courses unrelated to the unit member's present job assignment.

6.15.2 Permanent unit members shall be eligible to apply for a professional growth increment upon successful completion of fifteen semester units (a minimum of 270 class hours) of course work, or the equivalent thereof in other forms of approved training. In order to be eligible for increment credit, all courses must have written approval of the Superintendent and/or designee prior to taking the course of training. A unit member who wishes to have courses or training approved will fill out a "Professional Growth Application" and submit it to the Superintendent and/or designee. The employee shall receive status of their professional growth application from the Superintendent and/or designee within ten (10) calendar days. Upon approval of the professional growth application, the unit member shall be so notified. If the unit member has not received a written response by the calendar day preceding the first class meeting, the unit member shall inquire directly of the Superintendent and/or designee about the status of the request. If disapproved, the request shall be returned to the unit member with the reason for disapproval stated thereon. In the event approval of a particular course is denied, the unit member shall have the right to appeal to the Professional Growth Committee, which shall consist of the unit member, one school board member, and one site administrator. The appeal must be filed with the Superintendent and/or designee within ten (10) calendar days after the unit member receives notice of the denial. The Committee shall evaluate the proposed course and make a final decision and notify the unit member within ten calendar days.

6.15.3 Each professional growth increment is worth \$200 annually, a total of three professional growth increments, up to a total maximum of \$600, may be achieved through participation in the professional growth program. This increment shall become a permanent part of the employee's salary. The Superintendent and/or designee will make all decisions pertaining to the professional growth plan submitted for approval. Each unit member is responsible for submission of verification of completion by submission to the Superintendent and/or designee transcripts or other proof of course work or training completion. The professional growth increment shall be implemented on the first day of the month following approval of the unit member's verification of completion in equal installments over a period of one (1) year. However, the employee must submit to the District a written request clarifying their preference upon notification that they qualify for the increment. For example, a ten-month unit member shall be paid at the rate of \$20.00 per work month for each increment, a twelve-month unit member \$16.67 per month, and part-time unit members shall be paid increments on a pro-rata basis.

6.16 Shift Differential Compensation.

6.16.1 Any bargaining unit member who works 50% of his/her regularly assigned work shift between 6:00 p.m. and 5:00 a.m. shall be paid a shift differential premium of 5% for all hours worked.

6.16.2 A bargaining unit member who receives a shift differential premium on the basis of his/her shift will suffer no reduction in differential pay when assigned temporarily to a day shift, which will not exceed ten (10) working days.

6.17 Cafeteria/Bus Supervision. Bargaining unit members who, in addition to their regular duties are also assigned temporarily to perform duties of cafeteria supervision or bus supervision shall be paid at their regular hourly rate.

ARTICLE 7
PAYROLL DEDUCTIONS/MAINTENANCE OF MEMBERSHIP

- 7.1 Payroll Deduction. The Association shall have the exclusive right to payroll deductions from individual paychecks, in accordance with the CSEA dues schedule, from members' wages in the classified bargaining unit represented by CSEA.
- 7.2 Questions Regarding CSEA Membership or CSEA Dues. The District shall not interfere with the terms of any membership agreement between CSEA and a District employee with regard to the employee's membership in CSEA. The District shall refer all employee questions about CSEA membership or CSEA dues to the CSEA Chapter President. The District shall rely upon written notification from the Association prior to processing any dues revocation request. CSEA shall not unreasonably delay providing notice to the District of any change in the employee's membership status.
- 7.3 Confidentiality of Membership Information. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone number, and personal cellular phone number. This provision shall not prevent the District from providing information in response to a lawfully-issued subpoena, court order or other lawful demand for information.
- 7.4 Separation from Unit. The provision of Section 7.1 shall not apply during periods when an employee is in out-of-pay status for more than thirty (30) days. If an employee is subsequently compensated for time originally or previously identified as out-of-pay status, the employee's appropriate and regular representational dues or fees for this time shall be deducted and paid to CSEA.
- 7.5 Changes in Dues. Any changes in CSEA's base dues percentages or amounts will be submitted to the District, in writing, thirty (30) days prior to the effective date of such changes. CSEA shall also send the District a copy of the notification of the increase that has been sent to all bargaining unit employees.
- 7.6 Forfeiture of Deductions. If the balance of an employee's wages in any one pay period, after all other involuntary and insurance premium deductions are made is not sufficient to pay deductions required by this agreement, no such deduction shall be made for that period. However, the dues for that pay period remain due and payable by the employee, and the dues for that pay period will be deducted over the next pay period.
- 7.7 New Employee Orientation and Bargaining Unit Data / AB 119 MOU. The District and CSEA have agreed to an MOU implementing the provisions of AB 119, which is enclosed herein as an Appendix F to this collective bargaining agreement. The parties AB 119 MOU includes provisions concerning employee orientation procedures and the regular provisions to the Association of Bargaining Unit Data. The date, time, and place of any new employee orientation meeting shall not be disclosed to anyone other than the employees, the CSEA representative or any vendor contracted to provide a service at the orientation.
- 7.8 Indemnification. The Association, CSEA and/or Chapter 351 agree(s) to indemnify and hold harmless the District against any and all liabilities, claims, or actions which may be brought against the District, the District's Board of Trustees individually or collectively, or the District's officers, employees and/or agents, for any claims made by an employee arising out of or in connection with this Article, including claims made due to payroll deductions made in reliance on information provided by CSEA to the District to cancel or change membership dues authorization, including reimbursement for all costs, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this Article. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 8 HOURS

8.1 Workweek. The workweek begins at 12:00 midnight on Sunday and ends at 12:00 midnight the following Sunday. The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

8.1.1 Work year.

Unit members working 11 months or less per year shall annually have their work year schedule determined in collaboration with their immediate management supervisor. No later than 30 days prior to the first workday of each year, the parties shall develop a work year calendar that assures that scheduling provides for the optimum staffing for the worksite. The schedule shall include planned work days, holidays per the District calendar, vacation days, and unpaid non-work days. If the unit member and the Management supervisor do not agree to a work year schedule, the unit member may request consideration by the respective Assistant Superintendent. The final schedule is within the sole discretion of District management, however, the schedule may be changed by mutual agreement of the unit member and the management supervisor.

8.1.2 Work Schedule

A unit member's shift start time may be adjusted based on District need as determined by Human Resources. A five (5) working day notice shall be given to a unit member for a work schedule adjustment of thirty (30) minutes. A ten (10) working day notice shall be given to a unit member for a work schedule adjustment of more than thirty (30) minutes up to sixty (60) minutes. Any adjustment in start time exceeding sixty (60) minutes shall be negotiated. This change cannot be implemented more than twice per work year unless mutually agreed upon in writing between the District and unit member. This excludes temporary assignments. A unit member may request an adjustment to their shift start time for Human Resources after notifying their site/department administrator. The District has the right to approve or deny the request. The unit member will be notified in writing the status of the request.

8.2 Overtime.

8.2.1 Overtime is any time required to be worked in excess of eight (8) hours in any one day or any time in excess of forty (40) hours in any calendar week. Except in cases of an emergency, all overtime shall require prior written approval on the appropriate department form. Such approval shall be recorded within five (5) days of the overtime worked. This provision does not apply to unit members whose regular workday is less than eight (8) hours or whose workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member.

8.2.2 Overtime and/or extra time for unit members within each department/site and within each class within a department/site shall be assigned in a rotational order. In such cases, assignments shall be made in accordance with the employee's position on the rotation list and the employee thus assigned shall be moved to the bottom of the rotation list. In the event that all employees within a class have been offered overtime, already utilized for overtime, or have declined to work overtime, the District can approve overtime work for unit members outside of that classification. The District reserves the right to make specific individual overtime and/or extra time assignments when the work to be performed requires a skill or knowledge which is not possessed by all members of a class within a department.

8.2.3 The District will provide compensation or compensatory time off for overtime at the appropriate rate of pay. Compensatory time off may be taken in lieu of compensation with the approval of

the unit member and the immediate supervisor. Such election shall be noted in writing on the overtime form referenced in 8.2.1 above.

8.2.4 Notwithstanding Sections 8.1 and 8.2.1 of this article, the work week for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

8.2.5 Overtime authorized for the purpose of opening or closing school facilities on holidays or weekends or at other authorized times at night when the employee is not regularly on duty will provide for a minimum of two (2) hours.

8.2.6 If a unit member is called back after the conclusion of his/her regular shift or on Saturday, Sunday or holidays (due to an emergency), such member shall be entitled to a minimum of three (3) hours at the overtime rate.

8.2.7 The District shall not adjust an employee's scheduled hours to avoid paying overtime for work required outside of normal working hours unless mutually agreed upon between the unit member and the District.

8.3 Rest and Lunch Periods.

8.3.1 Rest Period. Within every four (4) hours of work all bargaining unit members shall be granted a rest period, not to exceed fifteen (15) minutes, between the first and third hour, and the fifth and seventh hour. Rest periods are not cumulative nor can they be combined with the lunch period to shorten the workday or extend the lunch period. Rest period commences immediately from where unit member ceases to perform his/her assigned work.

8.3.2 Lunch Period. All members whose workday is more than four (4) hours shall be entitled to a duty-free lunch period. Such period shall be of thirty (30) minute duration, and for full time employees shall be scheduled at or about the midpoint of their shift. Deviations from the established lengths of lunch period shall be permitted upon mutual agreement between an employee and his/her supervisor.

8.4 Summer Work.

8.4.1 A unit member who accepts an assignment to work in excess of his/her normal annual months of work shall receive on a pro-rata basis no less than the compensation and benefits applicable to that classification during the regular school year. No pro-rating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned to the employee during the regular school year.

8.4.2 All hours assigned to an employee for a summer programs assignment or work in excess of the stated months employed shall be considered "hours in paid-status" for the purpose of this Agreement.

8.5 Summer Programs.

8.5.1 Bargaining unit members who held the same unchanged summer programs assignment from the prior summer shall be given first offer preference in writing before the assignment is posted for current year summer programs, unless there is progressive disciplinary action in accordance with Article 21 of this Agreement. The unit member must respond within five (5) working days. If the unit member does not respond within the five (5) working days, the District shall assume he/she has declined the position and the position will be posted as per subsection 8.5.3.

- 8.5.2 With respect to 8.5.1, all bargaining unit members are eligible and may apply for summer programs assignments. These assignments will be based on seniority and classification as per Article 11, Sections 11.1 and 11.3.
- 8.5.3 Summer programs assignments shall be posted at each district school site as soon as possible following the actions of the Summer Programs Committee. Applications will be made available to employees within ten (10) days of the posting, at which time the employees must respond within five (5) days. Notification of summer programs assignments shall be in writing, and will be provided as soon as practicable.
- 8.5.4 Bargaining unit members working a summer programs assignment in their class will be paid for the July 4th holiday, as per Article 15.1.
- 8.5.5 Summer programs hours and days shall be determined by the Summer Programs Committee, which shall be comprised of administrators, managers, and representatives from both bargaining units. CSEA is entitled to at least two representatives on the committee.

8.6 Stipend Positions.

- 8.6.1 On occasion, unit members are called upon to perform student supervision, and non-supervisory duties beyond their normal work day that do not fall within Classified Salary Schedule in Appendix C. Such annual assignments are normally non-instructional or supervisory in nature. The number of unit members assigned to each specific activity shall be determined by the District. These specific activities shall be entitled "Classified Stipend Positions" which are exclusively classified. Any new identified stipend positions by either party, the District and Chapter, will not be implemented prior to a mutual written agreement of both parties. The Agreement will include the pay and duration of the classified stipend position.
- 8.6.2 Unit members will be compensated for such duties as set forth in Appendix D.
- 8.6.3 These specific activities are listed in – Appendix D Positions shall be posted within 10 days of the ratification of this agreement.

ARTICLE 9
TRANSPORTATION WORKING CONDITIONS

- 9.1 If a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.
- 9.2 Unavailability of Vehicles. Whenever as the result of the unavailability of appropriate district vehicles due to mechanical or other malfunctions a bus driver regularly scheduled to work is unable to work, he/she shall receive pay at the rate he/she would have received for working that day or be assigned other work within the department.
- 9.3 Vacancies will be filled in accordance with Article 11.3. For summer route assignments only, Bus Driver I and II seniority lists are combined. Vacant positions are available to permanent unit members, including those on the 39-month reemployment list, in order of seniority. The District has the right (Article 11.1.1) to assign priority consideration to permanent unit members with related specialized skills.
- 9.4 For field trips, non-shuttle and not local, in the Transportation Department, drivers shall be assigned such fields trips in rotation provided they are employed as:
- (a) A regular School Bus Driver II, driving a 17 passenger or larger capacity bus.
 - (b) A driver with special certificate restrictions one (1), six (6), or zero (0).
 - (c) Employed as a School Bus Driver with the District for at least one year.
 - (d) Drivers that have been deemed proficient either by the Transportation Director of Driver/Trainer for mountain roads or hazardous trips (such as inclement weather, overnight, large city, restricted narrow curving roads) shall be selected at the discretion of the Director of Transportation.

ARTICLE 10
NON-DISCRIMINATION PROVISION

The District shall not unlawfully discriminate against any employee or job applicants on the basis, actual or perceived, of race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender or sexual orientation (as provided by state and federal law).

ARTICLE 11
ASSIGNMENT, TRANSFER & FILLING OF VACANCIES

- 11.1 Assignment. In accordance with Article 4, initial assignment for new employees in a bargaining unit position is the sole prerogative of the District. Each employee shall receive a copy of the description of the job to which he/she is assigned at the beginning of his/her assignment. Changes in job descriptions shall be negotiated with CSEA. If there are changes in the description, the employee shall be furnished a new description containing the changes within five (5) working days after the revised job description is adopted by the District and approved by the Board of Trustees. Except in cases of emergency, no employee once employed in any classification shall be assigned to perform work in another classification at a lower rate of pay unless he/she agrees to such assignment. No employee shall be assigned to perform work in another classification at a higher rate of pay unless he/she agrees to such assignment.
- 11.1.1 A unit member may be temporarily assigned to perform work in another classification at a higher rate of pay once approved by the Superintendent or designee. The unit member shall be placed on the salary schedule in a range for that classification which will result in at least a one (1) step increase above his/her present paid position for any period of time which exceeds five (5) consecutive working days and is paid retroactively to the first day worked in the assignment.
- 11.1.2 Priority Consideration. The District reserves the right to assign permanent unit members having specialized skills priority consideration for positions related to these skills in the present classification.
- 11.2 Transfers. Transfers of bargaining unit members in the same classification from one work station to another may be initiated by the District Administration whenever such transfer is in the best interest of the District as defined by the District Administration, but shall not be disciplinary in nature. The District must notify and discuss the transfer with a CSEA designee prior to any notification to the affected unit member. A unit member affected by such transfer shall be given notice at least five (5) working days prior to the transfer and a conference concerning the transfer will be held in order to explain the reasons therefore.
- 11.3 Filling of Vacancies.
- 11.3.1 Posting of Vacancies.
- (a) Notice of all job vacancies within the bargaining unit shall be posted on an electronic system and on bulletin boards in prominent locations at each District job site.
 - (b) Notice shall remain posted for a period of five (5) working days, during which time employees within the unit may apply for the vacancies.
 - (c) The notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position as determined by District Administration, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range and the deadline for filing to fill the vacancy.
- 11.3.2 Transfers Within Class. Whenever a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to a permanent unit member serving in the same classification or higher classification within the class. For this section, "classification" refers to a job title and "class" refers to a family of job titles within a related group. A permanent unit member shall be selected based on these considerations: seniority, incumbency in the class, competency based on evaluations and qualifications; and interviews (as applicable); unless the permanent member's personnel file shows a documented pattern of progressive discipline.
- 11.3.3 Promotions. Permanent unit members shall be given first consideration in filling any job vacancy within the bargaining unit that can be considered a promotion. After the

announcement and posting of the position vacancy any permanent unit member may apply for the vacancy within the filing period. Within five (5) days following completion of the filing period, the Human Resources Division shall certify in writing the qualifications of bargaining unit applicants and notify each applicant of his/her standing. A qualified permanent unit member shall be selected based on these considerations: seniority, incumbency in the class, competency based on evaluations and qualifications; and interviews (as applicable); unless the permanent member's personnel file shows a documented pattern of progressive discipline. When a permanent unit member is promoted, he/she shall be placed on the salary schedule in a range which will result in at least a one (1) step increase above his/her present position. The newly promoted unit member shall be in a probationary status for six (6) months in his/her new position. If the permanent unit member is unsuccessful in the higher class to which promoted, he/she shall be returned to their former classification.

11.3.4 General Vacancies. If a vacancy occurs in any classification, not applicable to 11.3.2 or 11.3.3, and a permanent unit member wishes to apply for the vacant position, he/she may apply for the position. Consideration will be given to all applications that are properly submitted for the vacancy; however, the final selection is within the sole discretion of the District Administration.

11.3.5 Effective July 1, 2021, in order to attain permanent status in this District, an employee must serve a probationary period of six (6) months or 130 days of paid service, whichever is longer, from the date of hire, excluding summer break for unit members working less than 12-month work years and also excluding extended leaves of absence exceeding seven (7) consecutive work days.

11.3.6 Seniority. Seniority status will be determined for assignment, transfer, promotion, and filling of vacancies based on (1) date of hire into current classification; (2) secondly, date of hire into the District. Bargaining unit employees hired prior to March 11, 2008, shall have their seniority "grandfathered" using the historical calculation of base hours worked in the District.

11.4 Limited/Alternative Work Assignments.

11.4.1 If a unit member has a temporary industrial injury and is released to light duty by the medical treatment group, the District will provide limited/alternative work assignments when possible.

11.4.2 If possible, the limited/alternative work assignment will be at the unit member's regular work site and within the unit member's class. When this is not possible, District Administration will provide limited/alternative work assignments in another area and in another class.

11.4.3 District Administration will identify possible limited/alternative work assignments. Unit members' performing a limited/alternative work assignment will be charged to their regular assigned site and program. Unit members' level of compensation will not be affected by the change in assignment.

11.4.4 All limited/alternative work assignments will be determined by the District Administration.

11.4.5 All limited/alternative work assignments will be made based upon the physical restrictions of the unit member and the essential functions of the job.

ARTICLE 12
CLASSIFICATION AND RECLASSIFICATION

- 12.1 Placement in Class. Every bargaining unit position shall be placed in a class. Reclassification of existing positions shall be subject to mutual written agreement between the District and CSEA.
- 12.2 New Positions or Classes of Positions. All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties specific in existing job descriptions performed by employees in the unit or which by nature of the duties should be reasonably be assigned to the bargaining unit.
- 12.3 Salary Placement of Reclassified Positions.
- 12.3.1 When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule in a range which will result in at least a one (1) range increase above the salary of the existing position or positions.
- 12.3.2 Upon demotion to a position of lower classification, an employee will be moved immediately to the range to which the new position is assigned but will remain at the same step as in the former position until entitlement to advancement to the next step.
- 12.3.3 In the event a classification study recommends a lower classification for a position or group of positions, employees will be y-rated until the salary schedule reaches that point at which time they will advance to the next step.
- 12.4 Incumbent Rights. When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the position or positions shall be reallocated to the higher class.
- 12.5 Downward Adjustment. Any downward adjustment of any person or position shall be considered a demotion and shall take place only as a result of layoff procedures in the parties' collective bargaining agreement or through the disciplinary procedures of the Agreement.
- 12.6 Reclassification will be considered between March 1 and April 30 of each school year.
- 12.6.1 Only unit members completing the District's reclassification form between March 1 and April 30 of a school year will be considered during that school year.
- 12.6.2 Reclassification request shall be reviewed by a Reclassification Committee comprised of three (3) representatives appointed by CSEA Beaumont Chapter 351 and three District representatives. The Reclassification Committee shall forward recommended reclassifications to CSEA and the Superintendent and/or designee. The District may approve or reject (but may not change or modify) the Reclassification Committee's majority recommendation on a particular reclassification. Notice of the District's decision shall be given to CSEA by June 15 of that particular school year. Reclassifications approved by the Superintendent and/or designee, and ratified by CSEA members, shall be considered negotiated for purposes of EERA.
- 12.6.3 A unit member who has been reclassified with his/her position shall be ineligible for subsequent reclassification with his/her position for a period of at least two years from initial action.

**ARTICLE 13
LEAVE PROVISIONS**

- 13.1 The benefits which are provided by this Article are the sole benefits which are part of this Collective Bargaining Agreement. It is agreed that other leave benefits, which may be provided by law or policy are not subject to the Grievance Procedure, Article 19.
- 13.2 Personal Illness and Injury Leave.
- 13.2.1 Full time unit members shall be entitled to twelve (12) days leave with full pay for each school year for the purposes of personal illness or injury. For the purpose of this article, full time unit members means unit members employed five days per week for 12 months per year. Unit members who work less than full time shall have their sick leave benefits prorated.
- 13.2.2 If a unit member does not utilize the full amount of leave as authorized in 13.2.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 13.2.3 Each unit member shall be notified by the District of his/her accumulated leave on his/her monthly pay stub.
- 13.2.4 A unit member shall notify her/his immediate supervisor or designee of an absence due to illness or injury prior to the start of her/his shift or as soon as practicable.
- 13.2.5 If a unit member becomes ill during his/her work day, the corresponding number of hours shall be deducted from the employee's leave account.
- 13.2.6 A unit member who secures a substitute and no longer requires a substitute shall cancel the substitute at least one hour prior to the start of their shift.
- 13.2.7 Upon request by District management, a unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury after the fifth consecutive day of absence. If a supervisor can show a pattern of non-consecutive, sick leave abuse, then that supervisor may, subject to consultation with the CSEA President or designee, require a doctor's note for verification of illness. If the doctor's report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent and/or designee, after notice to the unit member in writing, may refuse to grant such leave. This shall not include members who have a verifiable illness on file with the District that would require intermittent leave.
- 13.2.8 If requested by the District management, a unit member shall not return to work until he/she submits a medical doctor's authorization to return to work. Such request shall not be for arbitrary or capricious reasons.
- 13.2.9 Bargaining unit members shall once a year be credited with a total of 100 working days of paid sick leave, including days to which he/she is entitled under Section 13.2.1 of this Agreement. Such days of paid sick leave in addition to those required by Section 13.2.1 shall be compensated at fifty percent (50%) of the employee's regular salary. The paid sick leave in this section shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the unit member may be entitled.
- 13.2.10 Any time an employee on personal illness or injury leave is able to return to work, he/she shall be entitled to return to his/her position or a comparable one, (1) if there is a vacancy, (2) if such position or positions is/are occupied by a substitute. If the person hired to perform his/her duties is or has become permanent, then the senior of the two persons shall be offered the position.

13.3 Personal Necessity Leave.

- 13.3.1 Personal illness or injury leave which is credited under 13.2.1 of this Article may be used at the unit member's election for purposes of personal necessity, provided that use of such personal necessity leave does not exceed six (6) days in any school year.
- 13.3.2 For purposes of this provision personal necessity shall be limited to: (a) death or serious illness of a member of the unit member's immediate family, as designated in 13.4.2; (b) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; (c) or other personal necessities which are allowed at the discretion of the Superintendent and/or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, or for matters which can be taken care of outside the work hours, or for recreational activities. Should the circumstances outlined in "a" and "b" arise, the employee shall make every effort to comply with District procedure to enable the District to secure a substitute.
- 13.3.3 Except for cases covered by "a" and "b" above, a unit member must obtain prior approval from the appropriate management person before utilization of personal necessity leave. The following provisions apply:
- 13.3.3.1 If an employee has a compelling reason for personal necessity leave and does not wish the reason to appear on the request form, he/she may tell the immediate supervisor and if the supervisor approves, the Superintendent and/or designee shall approve the leave without a stated reason.
- 13.3.3.2 If the employee wishes to approach the Superintendent and/or designee directly for personal necessity leave and does not wish the reason to appear on the form, he/she may do so after informing the immediate supervisor that he/she intends to give the reason to the Superintendent and/or designee.
- 13.3.4 Notwithstanding the above provisions, each unit member shall be permitted to use two (2) days of personal necessity leave each year without stating a verbal or written reason provided such absence is not directly related to considering, planning or engaging in illegal work stoppage or slowdowns. Unit members who desire to use personal necessity leave under this section must request, in writing advance approval through their supervisor, from the Superintendent and/or designee. The request shall not indicate the specific reason for the desired use of its personal necessity leave. Such verification shall contain the statement assuring that any personal necessity leave was not related to a work stoppage or slowdown.
- 13.3.5 A unit member may be called upon to verify in writing that the personal necessity leave was used only for purposes as set forth in 13.3.2 above. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

13.4 Bereavement Leave.

- 13.4.1 A unit member shall be entitled to a maximum of four (4) days leave of absence, or six (6) days leave of absence if one way travel in excess of three hundred (300) miles, without loss of salary on account of the death of any member of his/her immediate family.
- 13.4.2 For purposes of this provision, an "immediate family member" shall be defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster son, foster daughter, brother-in-law, sister-in-law, step-father, step-mother, step-child, step-brother,

step-sister, registered domestic partner, or any relative of either spouse living in the immediate household of the employee.

13.5 Leave for Pregnancy Disability.

- 13.5.1 Unit members are entitled to use sick leave as set forth in 13.2.1 and 13.2.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.
- 13.5.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in 13.2.1 and 13.2.2 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.
- 13.5.3 Any time any employee on leave for pregnancy disability is able to return to work, she shall be entitled to return to her position or a comparable one, (1) if there is a vacancy, (2) if such position or positions is/are occupied by a substitute. If the person hired to perform her duties is or has become permanent, then the senior of the two persons shall be offered the position.
- 13.5.4 One day of leave shall be granted to a unit member without loss of pay for birth or adoption of his/her child.

13.6 Leave Without Pay for Child-Bearing Preparation and Child Rearing.

- 13.6.1 Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and for child rearing.
- 13.6.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
- 13.6.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent and/or designee when considering the scheduling and replacement problems of the District.
- 13.6.4 The duration of such leave shall consist of no more that twelve (12) months. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- 13.6.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child-bearing preparation leave or leave for child rearing, except as provided in section 13.2.1 and 13.2.2.
- 13.6.6 There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary unit members in earning permanent status.
- 13.6.7 Upon return from leave the employee will be assigned to the first position for which his/her experience and training qualify them. However, in situations of short leave of absence of three (3) months or less a returning employee shall return to his/her previous position. In

the event of a miscarriage or death of a child subsequent to childbirth, a member on leave for child bearing or child rearing, may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the member to the position.

13.7 Industrial Accident Leave.

- 13.7.1 Unit members will be entitled to industrial leave regardless of length of service according to the provision in Education Code Section 45192 for personal injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.
- 13.7.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would have otherwise been performing work for the District in any one fiscal year for the same industrial accident.
- 13.7.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 13.7.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the District Self-Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.
- 13.7.5 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, and has not returned to work, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- 13.7.6 Anytime an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

13.8 Judicial Leave.

- 13.8.1 Unit members will be provided leave for regularly called Jury Duty and to appear as a witness in court, other than a litigant, for reasons not brought about through the connivance or misconduct of the unit member.
- 13.8.2 The unit member, while serving on Jury Duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury services. Any meal, mileage, and/or parking allowance provided the employee for Jury Duty shall not be considered in the amount received for Jury Duty.
- 13.8.3 On a day that a unit member does not report as a potential juror, or as an actual juror, the unit member will report to work for his/her regular work shift. On a day that a unit member reports as a potential juror, or as an actual juror, the unit member does not have to report to work.

13.9 Military Leave.

13.9.1 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.

13.10 Utilization of Paid Leave for Volunteer Public Safety Personnel.

13.10.1 Vacation shall be used first for time spent on volunteer duty. After vacation is exhausted sick leave shall be used with pay to the employee using substitute differential.

13.10.2 Notice shall be given to the District as soon as possible for the first day of absence. If a second day or longer is needed employee shall notify the District by 6:00 a.m. with an estimate of day(s) off needed.

13.10.3 If an emergency occurs while the employee is on duty, the employee shall remain on duty at the District until released.

13.11 Other Leaves Without Pay.

13.11.1 Upon recommendation by the supervisor and/or Superintendent, approval of leave without compensation, increment or seniority may be granted for a period not to exceed more than one (1) year.

13.11.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Office thirty (30) days prior to his/her return as to the intent to return to employment in the District. Failure to notify may be considered abandonment of the position.

13.11.3 Personal leave may be granted to any employee who wishes to accept a temporary position for betterment of the District or Association. Any misinterpretation with respect to the purpose of the Leave of Absence may result in cancellation of such leave.

13.11.4 Upon return from personal leave the employee will be assigned to the first position for which his/her experience and training qualify him/her. However, in situations wherein a leave of absence has been approved for a period of three (3) months or less a returning employee shall return his/her previous position.

13.11.5 For purposes of care for a member of the immediate family, defined as husband, wife, mother, father, sister, brother, son, daughter, grandfather, grandmother, or any relative of either spouse living in the immediate household of the employee, who is ill, a leave of absence may be granted up to a period of one year. The unit member on such unpaid leave shall be entitled to return to his/her position or a comparable one, (1) if there is a vacancy, (2) if such position or positions is/are occupied by a substitute, (3) if the person hired to perform his/her duties is or has become permanent, then the senior of the two persons shall be offered the position.

13.12 Catastrophic Leave Program.

13.12.1 The District and Association agree to the establishment of a Catastrophic Leave Program. A "Catastrophic Illness" or "injury" means an unforeseen illness or injury that is expected to incapacitate an employee for an extended period of time, or that incapacitates a member of the employee's family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member. Examples of a "Catastrophic Illness" may include, but are not limited to, the following: complications resulting from a serious disease, cancer, a heart condition,

and/or injuries resulting from a car accident. Cosmetic surgery procedures and stress shall not constitute a "Catastrophic Illness."

- 13.12.2 Participation in the Catastrophic Leave Program is voluntary. Any bargaining unit member may donate accumulated and unused sick leave to eligible bargaining unit members on a case by case basis. Donations of eligible leave credits are irrevocable once deducted from donors' sick leave accounts. Any pledged donations that are not used shall not be deducted from donors' sick leave accounts. Any participating bargaining unit member's remaining sick leave may not drop below five (5) days.
- 13.12.3 To receive a donation of hours, eligible unit members must complete the Request for Catastrophic Sick Leave Form and submit physician verification of the catastrophic illness or injury. Unit members may not receive a donation until they have exhausted all accrued paid leave credits including sick leave and vacation leave. The maximum donation to an eligible unit member shall be the equivalent of 30 working days.
- 13.12.4 Unit members seeking to participate in the Catastrophic Leave Program who also have Workers' Compensation claims against the District are eligible, but they may not receive more than the equivalent of their regular daily compensation for any day of paid entitlement. Catastrophic leave may not be used for an industrial injury unless the qualified unit member has exhausted all Workers' Compensation leave, sick leave, and vacation leave.
- 13.12.5 Qualified unit members may utilize Catastrophic Leave Program hours following the approval of a Joint Committee consisting of the Superintendent and/or designee, the Assistant Superintendent of Human Resources, and two CSEA representatives appointed by the Chapter President.
- 13.12.6 If a unit member uses a day from the Catastrophic Leave Program, their pay shall be at the same rate as if the member had worked that day. No distinction shall be made as to differing pay rates of donors.
- 13.12.7 Unit members who have received Catastrophic Leave Donations may return to light duty if they obtain a physician's release.
- 13.12.8 Hold Harmless. The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any claim or lawsuit of any kind related to any request or use of any leave from the Catastrophic Leave Program. The Association agrees to defend, indemnify, and hold harmless the District from any loss or damages arising from the implementation of this provision. In the event of any claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to the Association. Nothing in these provisions should be construed as a guarantee of any set amount of donation of days of or to any unit member. Neither the Association nor the District will be held liable for the number of sick leave days donated or the result of a donation made, (i.e. STRS and PERS retirement credit.)

13.13 Family and Medical Leave.

Pursuant to the Family and Medical Leave Act (29 U.S.C., Section 2601, et seq.) (FMLA) and California Family Rights Act (Government Code Section 12945.2 (CFRA), any bargaining unit member who has served the District for at least twelve (12) months and has worked at least 1,250 hours during the previous twelve (12) months may be entitled to up to twelve (12) weeks of unpaid family care and medical leave in a twelve (12) month period; such leave shall not exceed twelve (12) workweeks in a twelve (12) month period measured from the first day of such leave. The leave provided for in this Article may be available for any one of the following reasons:

- a) Birth of a child and to care for the newborn, adopted, or foster child;
- b) To care for a parent, spouse, child or registered domestic partner;

- c) Employee is unable to perform the functions of his/her job because of the employee's own serious health condition that is either temporary or requires ongoing medical attention.
- d) Military Leave to include Qualifying Exigency Leave and Military Caregiver Leave as defined and specified under FMLA rules and regulations.

13.13.1 Leave may be taken on an intermittent or reduced work schedule.

13.13.2 The District will maintain coverage under the group health care plan for the duration of the family and medical leave, at the same level and under the same conditions such coverage would have been provided had the unit member not taken the leave. Unit members remain responsible for and must pay any share of the health premiums they now pay.

ARTICLE 14
SAFETY CONDITIONS OF EMPLOYMENT

- 14.1 The District will provide safe and healthful working conditions for all employees and agrees to abide by all applicable state and federal regulations concerning safe conditions of work.
- 14.2 The District shall furnish safety equipment reasonably necessary to permit unit members to perform assigned duties safely.
- 14.3 Upon a request from the unit member, the District will investigate reports of pupils who suffer from contagious or infectious disease. If, upon investigation by competent medical authority, the pupil is found to suffer from a disease, which would constitute a threat to the safety or health of a unit member, then the District will take action as necessary to address the problem, consistent with legal mandates, without loss of compensation to the unit member.

ARTICLE 15 HOLIDAYS

- 15.1 All unit members shall be entitled to the paid holidays as listed below, provided the unit members are in paid status either during the working day immediately preceding or the working day succeeding the holiday.
- 15.2 Classified employees shall receive fourteen (14) days as holidays. Eleven (11) of these days shall be:
- Independence Day
 - Labor Day
 - Admission Day
 - Veterans Day
 - Thanksgiving Day
 - December 25
 - New Year's Day
 - Lincoln Day
 - Washington Day
 - Memorial Day
 - Dr. Martin Luther King, Jr. Day

The remaining three days will be selected annually as agreed upon by the District and CSEA. Normally these days will be selected from: the day before Christmas, New Year's Eve, and day after Thanksgiving.

- 15.3 **Additional Holidays.** Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Section 37222 or their successors shall be a paid holiday for all employees in the bargaining unit.
- 15.4 Regular unit members who are not normally assigned to duty during the holidays of December 24, 25, 31 and January 1 shall be paid for those four (4) holidays provided that they were in paid status during the work day of their normal assignment immediately preceding or succeeding the holiday period.
- 15.5 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holidays, he/she shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
- 15.6 Prior to final approval of the annual school calendar, the unit shall be provided with an opportunity to provide input and participate in calendar negotiations.
- 15.7 On March 31 or on the day determined by the Board of Trustees, schools may include exercises commemorating and directing attention to the history of the farm labor movement in the United States and particularly the role of Cesar Chavez.
- 15.8 On the fourth Friday in September or on an alternate date determined by the Board of Trustees, schools may include exercises commemorating and directing attention to the many contributions that Native Americans have made to this country.

**ARTICLE 16
VACATIONS**

16.1 Bargaining unit members shall accrue annual vacation as follows:

Annual Earned Days	Length of Continuous Employment
12	5 years or less
15	6 through 10 years
1 additional day per year	beginning with commencement of the 11 th year and through 17 th year
22	Commencing with 18 th year and thereafter

- 16.2 Unit members who work less than 8 hours per day, and/or less than 12 months per year shall earn vacation days on a pro-rata basis.
- 16.3 A unit member must work 11 days in a month to earn a day of earned vacation. Overtime and extra time shall not be considered in the computation of these 11 days.
- 16.4 Earned vacation days shall not become a vested right until a new member has completed six months employment with the District. However, during this six-month period, unit members may be granted vacation within the sole discretion of District management. The six-month period shall be computed as six months during which the employee is in a paid status in their regularly assigned position.
- 16.5 At the discretion of the District, a member may be advanced vacation prior to the employee's having earned the vacation. However, if the member resigns or is terminated, the amount of vacation pay shall be deducted from the final compensation of the employee.
- 16.6 When a member is terminated for any reason, they shall receive payment for days earned and accumulated up to and including the effective date of termination.
- 16.7 Scheduling of vacation shall be within the sole discretion of District management; however, vacations shall be scheduled at times requested by members insofar as possible within the District's work schedule. If there is any conflict between members who are working on the same or similar operations as to when vacations shall be taken, the one with the greatest bargaining unit seniority shall be given preference.
- 16.8 Members whose work year is less than twelve months shall take their earned vacation during the regular Christmas and Spring school vacation periods. Any balance of earned vacation entitlement shall be taken during their employment year at the convenience of the District and the employee in conjunction with the scheduling and seniority provisions of this Article.
- 16.9 If a paid holiday falls within a member's vacation period, that day shall not be charged against earned vacation time.
- 16.10 A member shall be permitted to interrupt or terminate vacation leave in order to use another type of paid leave provided by this Agreement without a return to active service, provided the member supplies notice and supporting information regarding the basis for such change in type of leave taken.
- 16.11 If a member's scheduled vacation becomes due and the member is on leave due to illness or injury they may request that the vacation date be changed. The District shall grant such request. The member may elect to have the vacation rescheduled in accordance with the District's vacation schedule. However, if insufficient time remains in their work year, they may request to carry over all or part of the vacation time to the following year, or elect to receive compensation for all or part of such vacation earned and accumulated.

- 16.12 If a member is not permitted by District management to take any part of their annual vacation in the year earned, the amount not authorized to be taken may be carried over to the following year or the unit member may elect to be paid for all or any portion of the unused vacation time.
- 16.13 Inclement Weather Day - (a day on which the District closes school) - Employees may use accrued vacation.

**ARTICLE 17
LAYOFF AND RE-EMPLOYMENT**

- 17.1 Reason for Layoff. Layoff shall occur only for lack of work or lack of funds.
- 17.2 Notice of Layoff. The District shall notify CSEA in writing as soon as the District becomes knowledgeable of any planned layoff. Any notice of layoffs shall specify the reason for layoff and identify by name and classification the employees designated for layoff. Failure to give written notice under the provisions of this section shall invalidate the layoff. Unless otherwise authorized in Education Code Section 45117, affected unit members shall be given notice of layoff not less than 60 calendar days prior to the effective date of layoff.
- 17.3 Reduction in Hours. Any reduction in regularly assigned time shall be considered a layoff under the provision of this Article. However, CSEA reserves the right to negotiate both the decision and effects of any reduction in hours of a vacant or occupied position.
- 17.4 Order of Layoff. Any layoff shall be effected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be as per Article 11.3.6.
- 17.5 Bumping Rights. An employee laid off from his/her present class may bump into the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes in which she/he has seniority to avoid layoff.
- 17.6 Layoff in Lieu of Bumping. An employee who elects a layoff in lieu of bumping maintains his/her employment rights under this Agreement.
- 17.7 Equal Seniority. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority, or, if that be equal, the greater District hire date seniority, not to include substitute or temporary employment, and if that be equal, then the determination shall be made by lot.
- 17.8 Re-employment Rights. Laid off persons are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff, as per California Education Code 45298. Their re-employment shall take precedence over any other type of employment, defined or undefined in this Agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion Article of this Agreement and use their bargaining unit seniority therein for a period of thirty-nine months following layoff. An employee on a re-employment list shall be notified of promotional opportunities in accordance with the provisions of Article 11.
- 17.9 Voluntary Demotion or Voluntary Reduction in Hours. Employees who take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid re-employment list.
- 17.10 Retirement in Lieu of Layoff. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) working days prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose. The employee shall then be placed on a thirty-nine (39) month re-employment list in accordance with Section 16.8 of this Article; however, the employee shall not be eligible for re-employment during such other period of time as may be specified by pertinent Government Code Section(s). The District agrees that when an offer of re-employment is made to an eligible person retired under this Article and the District receives within the (10) working

days a written acceptance of the offer, the position shall not be filled by any other person and the retired person shall be allowed sufficient time to terminate his/her retired status. Any election to retire after being placed on re-employment list shall be retirement in lieu of layoff within the meaning of this section.

- 17.11 Seniority Roster. The District shall maintain an updated seniority roster indicating employees' class seniority, bargaining unit seniority, and hire date seniority.
- 17.12 Notification of Re-employment Opening. Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.
- 17.13 Employee Notification to District. An employee shall notify the District of his/her intent to accept or refuse re-employment within the ten (10) working days following receipt of the re-employment status. If the employee accepts re-employment, the employee must report to work within thirty (30) working days following receipt of the re-employment notice. An employee given notice of re-employment need not accept the re-employment to maintain the employee's eligibility on the re-employment list, provided the employee notifies the District of refusal of re-employment within ten (10) working days from receipt of the re-employment notice.
- 17.14 Re-employment in Highest Class. Employees shall be re-employed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.
- 17.15 Improper Layoff. Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- 17.16 Seniority During Involuntary Unpaid Status. Upon return to work, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays or other leave benefits.

ARTICLE 18 EVALUATION

The primary purpose of performance evaluation is to promote improvement and acknowledge outstanding performance. Accordingly, evaluations are most effective when the process is interactive between the employee and the evaluator.

- 18.1 District management shall evaluate all permanent bargaining unit members once each year no later than June 1. Probationary employees shall be evaluated at least three (3) times during their probationary period at the following time intervals: (1) before the end of two months, (2) before the end of four months, (3) and before the end of six months. A written performance improvement plan will be implemented, when it is identified by the immediate supervisor that the employee is experiencing difficulty performing their assigned job duties. CSEA and the District will work collaboratively with the employee to attempt to correct areas of concern and assist the employee to become successful. However, this provision in no way prevents the District from terminating a probationary employee at any time without prejudice, should the employee not perform satisfactorily.
- 18.2 Each supervisor, after preparing the written evaluation on forms provided by the District, shall hold a conference with each employee under his/her jurisdiction and explain the evaluation. This process shall be completed by June 1 annually. In the case of instructional aides, the teacher may provide input to the supervisor.
- 18.3 Each employee evaluated shall receive and sign a copy of his/her evaluation report. The signature of the employee on the evaluation form does not necessarily signify agreement with the evaluation. It only signifies that he/she has read it. He/she has the right to refute the evaluation and add an explanation of any negative report. No evaluation materials that the employee has not seen shall be placed in his/her personnel file. Each employee must sign any "Notice of Unsatisfactory Service" he/she may be served; however, his/her signature does not necessarily signify agreement and he/she has the right to refute and add an explanation. If any material/information is to be used on an evaluation from a source other than the immediate supervisor, a copy of the material/information must be given to the unit member ten (10) workdays before it is used in the evaluation process so the unit member has an opportunity to attach a written response as per Article 3.2 – Personnel Files.
- 18.4 An employee shall have the right to utilize the grievance procedure for resolving any disputes concerning procedure arising under this Article.
- 18.5 By October 1 of each school year, each bargaining unit member will be notified in writing by the District of the title and position of their supervisor who will be responsible for evaluating them.

ARTICLE 19 GRIEVANCES

- 19.1 The purpose of this Article is to provide a procedure for the consideration of grievances pertaining to a contract dispute which is defined as an alleged violation, misapplication or misinterpretation of the specific provisions of the contract by an employee(s) in the bargaining unit. The Association may consolidate similar grievances into a class action grievance, for which the Association shall be the grievant.
- 19.2 This grievance procedure applies only to items covered in this contract.
- 19.3 Other Areas of Concerns. Any member of the bargaining unit shall have the right to enter an informal complaint concerning areas of concern pertaining to the member's position or duties. Such a complaint shall be stated in writing and submitted to the unit member's immediate supervisor, who shall acknowledge the complaint and forward it to the Superintendent and/or designee. The Superintendent and/or designee shall reply in writing to the complaint. If the employee is not satisfied with the decision, they may request and shall be granted an interview with the Superintendent and/or designee. If the employee is not satisfied with the answer, the employee or his/her representative shall have the privilege of addressing the Board. This informal complaint procedure shall not reflect on the employee's good standing or desirability in any way. The complaint shall not be placed in the personnel file of the unit member.
- 19.4 Any employee or employees may present grievances relating to a contract dispute to their employer and have such grievances adjusted without the intervention of the exclusive representative or employee organization as long as the adjustment is not inconsistent with the terms of this Agreement. The public school employer shall not agree to the adjustment or resolution of the grievance until the exclusive representative or employee organization has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 19.5 Most grievances arise from misunderstandings or disputes which can be settled properly and satisfactorily on an informal basis at the immediate administrative level. The employer and the exclusive representative or employee organization agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, or loyalty or desirability to the organization. Employees, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination or reprisal.
- 19.6 Failure by the administration to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step (higher level). Failure of the employee to adhere to the submission deadlines shall mean that the employee is satisfied with the latest decision and waives the right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.
- 19.7 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
- 19.8 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 19.9 If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 19.10 When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the public school employer or its designee. Failure to comply with

time limits, to attend scheduled meetings, to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee. The public school employer shall give written notice of such termination to the employee.

- 19.11 The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, must be present at each step of the grievance procedure.
- 19.12 Definitions. Grievance: A grievance is a complaint by the Association, an employee, or employees that there has been an alleged violation, misapplication, or misinterpretation of the specific provisions of this contract covering the employees in the unit.
- 19.13 Informal Resolution. Any employee who believes he/she has a grievance shall present the grievance orally to the immediate administration within twenty (20) work days after the grievant knows, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall hold discussion and attempt to resolve the matter within ten (10) work days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate administrator. If the matter is not settled, the aggrieved person may request the immediate administrator to so state in writing and the immediate administrator shall so state at the time of the request.
- 19.14 Grievances will be processed in accordance with the following steps:
 - 19.14.1 Step 1 - If the grievance is not settled during the informal discussion and the employee wishes to press the matter, the employee shall present the grievance in writing to the immediate administrator within ten (10) work days after the oral decision by the administrator. (See 19.16 for exception.) The administrator shall respond in writing within ten (10) work days after the receipt of the grievance. The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this Agreement which are alleged to have been violated or misapplied; (c) a listing of the reasons why the immediate administrator's proposed resolution of the problem is unacceptable; and (d) a listing of the specific actions requested of the public school employer which will remedy the grievance.
 - 19.14.2 Step 2 - If the grievance is not resolved at Step 1, the grievant shall within ten (10) work days after receipt of the written decision present the grievance in writing to the next level administrator with immediate responsibility for the position to which the grievant is assigned. Within ten (10) work days from the receipt of the grievance, the administrator involved shall, if so requested, meet with the grievant in an effort to resolve the grievance. The Administrator shall make a written disposition of the grievance within ten (10) work days after such meetings and return it to the grievant.
 - 19.14.3 Step 3 - If the employee is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) work days of such meeting, the grievance shall be transmitted to the Superintendent and/or designee. Within ten (10) work days from the receipt of the grievance, the Superintendent and/or designee shall meet with the employee on the grievance and shall indicate the disposition of the grievance in writing within ten (10) work days of such meeting and shall furnish a copy thereof to the Association and the grievant.
 - 19.14.4 Step 4 - If the grievance is not resolved in steps 1, 2, or 3, the grievant and one representative shall be entitled to a hearing lasting not more than thirty (30) minutes before the Board of Trustees in executive session. The grievant may present the Board with any written depositions he/she may wish. The Board shall consider the presentation in the hearing and the depositions before rendering a decision in the grievance.

- 19.14.5 Step 5 - If the grievance is not resolved in Steps 1, 2, 3, or 4 and, if the grievance alleges a violation of the agreement, the matter may be submitted to arbitration by filing a written request to the Superintendent no later than fifteen (15) work days following the receipt of the written decision at Step 4. No grievance will go to binding arbitration without the written consent of CSEA. If the District and CSEA are unable to mutually agree upon an arbitrator, they shall within ten (10) work days of receipt of the request for arbitration, ask that the State Conciliation Service submit a group of seven names. The parties shall alternately strike names from the list supplied until one (1) name remains, who shall then be the arbitrator. The arbitrator shall be immediately notified of the selection and a hearing date shall be set mutually agreeable to all parties. The arbitrator shall limit his/her decision to the specific issue or issues submitted. The arbitrator shall have no authority to alter, amend, add to or subtract from the specific provisions of the agreement. The arbitrator's decision shall be final and binding on the parties. Fees and expenses of the arbitrator shall be borne equally by the parties. All other costs or expenses shall be paid by the party incurring them.
- 19.14.5.1 If either party disputes the arbitrability of any grievance under terms of this Agreement, the arbitrator shall determine the issues by referring to the written grievances and the answers thereto at each step.
- 19.14.5.2 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdiction limitations upon the arbitrator in this Agreement.
- 19.14.5.3 Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. The court reporter, if appointed, shall deliver a copy of the proceeding to each party within fifteen (15) days following the hearing.
- 19.15 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. The public school employer and the exclusive representative are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- 19.16 If the grievance arises from a dispute with the immediate supervisor or from any action of authority higher than the immediate supervisor, the employee may present such grievances at Step 2 of this procedure.
- 19.17 Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of this procedure. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the public school employer's answer at the previous step.
- 19.18 A total of one hundred twenty (120) hours with compensation by the District will be provided for the processing of grievances per fiscal year for the President. Additional release time necessary for the processing of grievances may be approved by the Superintendent and/or designee.

ARTICLE 20
SUSPENSION, DEMOTION, REASSIGNMENT OR
DISMISSAL OF A PERMANENT CLASSIFIED EMPLOYEE

Disciplinary action shall be defined as dismissal, suspension, involuntary demotion, or reassignment without his/her voluntary consent, except for a layoff for lack of work or lack of funds. A permanent employee may only be disciplined for "reasonable cause."

20.1 Causes. The Board of Trustees may suspend, demote, reassign, or dismiss a permanent classified employee for reasonable cause, including the following:

- 20.1.1 Unsatisfactory attendance, such as:
 - (a) Repeated absence, without notification;
 - (b) Excessive absence;
 - (c) Repeated unexcused absence or tardiness;
 - (d) Abandonment of position;
 - (e) Abuse of sick leave privilege; and
 - (f) Incarceration which adversely affects job performance.

- 20.1.2 Unsatisfactory personal conduct, such as:
 - (a) Conviction of a felony;
 - (b) Conviction of any crime involving moral turpitude;
 - (c) Immorality;
 - (d) Discourteous, offensive, or abusive conduct or language toward another employee, or pupil or a member of the public;
 - (e) Dishonesty;
 - (f) Reporting for work while intoxicated, drinking alcoholic beverages on the job, or working while under the influence of alcohol;
 - (g) Addiction to the use of narcotics or habit forming drugs or working while under the influence of a drug which was not taken by lawful prescription;
 - (h) Misuse or misappropriation of District property;
 - (i) Willful violation of the Education Code, Title V of the California Administrative Code, any other administrative code, or any rules of the Board of Trustees;
 - (j) Loss or non-renewal of license, permits or other documents required by the nature of the position;
 - (k) Receipt by the District from the District's insurance carrier of a request for an endorsement excluding the employee from coverage under the District's insurance policy while driving a motor vehicle because of increased risk due the employee's poor driving record;
 - (l) Refusal to take a physical examination when requested to do so in writing by the Board of Trustees.
 - (m) Conviction (or proof of commission) of any sex offense as defined in Education Code 44010, or conviction (or proof of commission) of Penal Code 261.5;
 - (n) Conviction (or proof of commission) of any narcotics offense as defined in Education Code 44011 or conviction (or proof of commission) of Health and Safety Code 11361;
 - (o) Falsifying any information supplied to the school district, including information supplied on application forms, employment records, or any school district record;
 - (p) Altering or falsifying records of the District;
 - (q) Repeated malingering during the course of a normal working day;
 - (r) Engaging in political activities during work hours (excluding breaks and lunch periods); and
 - (s) Release of personal information concerning any pupil who is not his/her own child or ward to any person other than a teacher or administrator in the school which the pupil attends or is enrolling.

- 20.1.3 Unsatisfactory fulfillment of job responsibilities, such as:

- (a) Incompetency or inefficiency in the performance of the duties of the position;
- (b) Insubordination (including refusal to do assigned work);
- (c) Carelessness or negligence in the performance of duty, or in the care and use of District property;

20.1.4 Other reasons such as:

- (a) Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means;
- (b) Membership in the Communist Party; and
- (c) Other failure of good behavior during duty hours which is of such a nature that it causes discredit to the District.

20.2 Statement of Charges.

20.2.1 An employee to be disciplined shall be served with a written Statement of Charges against him/her. The written Statement of Charges shall be signed by the Superintendent and/or his/her designee and shall inform the employee in ordinary and concise language of the specific acts and/or omissions upon which the proposed disciplinary action is based. It is alleged that the employee has violated a rule or regulation of the District or a statutory code provision, the rule, regulation or code provision shall be set forth in the Statement of Charges. Also included must be a statement of the facts showing how the violation occurred, the approximate date on which it occurred and a statement of the punishment or discipline sought to be imposed.

20.2.2 The Statement of Charges shall be accompanied by a Notice to the Respondent informing the employee (respondent) that he/she is entitled to a hearing on the charges. The employee shall be supplied with a copy of the District's rules and regulations relating to suspension, demotion, reassignment, and dismissal together with a copy of Education Code 45113 and 45116. The Statement of Charges and Notice to the Respondent shall be accompanied by a paper (Notice of Defense) the signing and filing of which by the employee shall constitute a demand for a hearing and a denial of all charges accompanied by a request for either an open or closed hearing. The employee will be given five (5) calendar days from the time the charges are personally served on him/her in which to return the Notice of Defense asking for a hearing. The Statement of Charges, Notice to the Respondent, Notice of Defense, District rules and regulations, and the appropriate Education code sections shall be served upon the employee either personally or by certified mail to the employee at his/her last address as shown in the records of the District.

20.3 Discovery.

20.3.1 The Employee shall have the right to inspect and receive copies (upon payment of a reasonable fee for the copies) of any documents or other materials in the possession of or under the control of the District which are relevant to the disciplinary action to be imposed provided such documents and materials are not privileged. The Employee (or his/her representative, when authorized in writing by the employee) shall also have the right to interview District employees having knowledge of the acts or omissions upon which the disciplinary action is based.

20.3.2 Interviews of such employees and inspection of documents shall be at times and places reasonable for the employee and for the District.

20.4 Immediate Suspension.

20.4.1 Pending investigation by the District of accusations against an employee involving misappropriation of public funds or property, furnishing drugs to students of the District, committing any sex offense as defined in Education Code 44010 or Penal Code 261.5 with a student of the District on school grounds or adjacent thereto, or during a school field

trip or school outing; assault or battery upon another person while on the job or while on school premises or adjacent thereto or while on a school field trip or outing, committing any act of immorality, or any act which would constitute a felony or a misdemeanor involving moral turpitude, the District Superintendent or Board of Trustees may suspend the employee for a period not to exceed twenty (20) working days. The suspension may be terminated by the District by giving 24 hours written notice to the employee.

20.4.2 If a disciplinary hearing is not commenced before a hearing officer on or before the time the suspension is terminated, the suspension shall be with pay.

20.4.3 If a disciplinary hearing is commenced on or before the date such suspension is terminated, any final disciplinary action which may be imposed by the Board of Trustees may be made retroactive to any date on or after the date the employee was first suspended by the Superintendent or Board of Trustees.

20.4.4 In order for suspension under the provisions of this section to be valid, all of the provisions of the above section under Statement of Charges shall be complied with.

20.4.5 Predisciplinary Hearing. Except in those cases where immediate suspension is permitted under the rules, no disciplinary action shall be taken against an employee unless the employee who is to be disciplined has first been notified in writing by the District of the proposed disciplinary action, the reasons therefore, and a copy of any charges and materials upon which the recommended action is based. The District shall provide a form, the signing and filing of which within five (5) days of receipt by the unit member, shall constitute a demand for a pre-disciplinary hearing.

20.5 Hearing Before the Board of Trustees or a Hearing Officer.

20.5.1 Should disciplinary action be recommended to the Board of Trustees, the Association shall have the right to refer such action to an impartial hearing officer selected by mutual agreement of the District and the Association. If the two parties fail to reach agreement on a hearing officer, the State Conciliation Service will be requested to supply a list of five names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by lot. The District will pay the expenses of the hearing officer. The hearing, whether before a hearing officer or the Board of Trustees, shall be held in closed session unless the employee requests an open hearing in his/her Notice of Hearing. The following guidelines shall be used in conducting hearings before a hearing officer or the Board of Trustees.

- (a) Both the District and the employee will be allowed to be represented by legal counsel or other designated representatives;
- (b) Each side will be permitted an opening statement (District first) and closing arguments. The District shall first present its witnesses and evidence to sustain its charges, and the employee will then present his/her witnesses and evidence in defense;
- (c) Oral evidence shall be taken only on oath or affirmation;
- (d) Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses, to impeach any witness regardless of which party first called him/her. If the accused employee (respondent) does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination;
- (e) 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 rules which might make improper the admission of such evidence 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;

- (f) The hearing shall be conducted in the English language. The proponent of any testimony to be offered by a witness who does not speak English proficiently shall provide an interpreter. The cost of the interpreter shall be paid by the side calling the witness who uses the interpreter.

20.5.2 At the conclusion of the hearing, the hearing entity shall determine the relevancy, weight and credibility of testimony and evidence. The hearing entity shall base its findings on the preponderance of evidence. If the hearing entity finds the charges have been proven, it may order the reprimand of the employee, a suspension without pay, a demotion, a reassignment or a dismissal. The hearing entity's decision shall be announced in public session of the Board of Trustees. When the decision is against the employee, the hearing entity will make specific written findings of fact and conclusions of law as to each charge. Thereafter the order and findings (which may be stated in the language of the pleadings or by reference thereto) shall be served upon the employee personally or by certified mail at his/her last address as shown in the record of the District. The hearing entity's decision shall become final after the completion of the above. The employee or his/her representative may obtain a copy of the transcript of the hearing upon written request and agreement to pay for necessary costs.

20.5.3 The decision of the hearing officer or the Board of Trustees shall be final.

20.6 Disciplinary Settlements. A disciplinary grievance may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have his/her representative review the proposed settlement before approving the settlement in writing.

20.7 Abandonment of position for a unit member is as follows:

- (a) Continuous absence of two or more days without notice to the District.
- (b) Failing to give notice of continuous absence of two or more days without written notification will be considered grounds for termination.
- (c) As per Article 13, entitled Leave Provisions, unit members shall comply with District procedure to enable District to secure a substitute.
- (d) In instances when a unit member is unable to contact the District due to extreme illness or accident rendering the member unable to notify the District per (c) of the above, the District may take this under consideration.

20.8 The District recognizes that the purpose of discipline is to correct behavior or lack of, and therefore, efforts at remediation may occur prior to disciplinary action being taken. Examples of such remediation include, but are not limited to:

- (a) Verbal warning with or without notice or conference memo to site file with an improvement plan.
- (b) Written warning to site file with specific acts or omissions defined.
- (c) Written warning or reprimand to personnel file with specific acts or omissions defined.

**ARTICLE 21
CONTRACTING OUT**

- 21.1 The District shall not contract out work which may be done by bargaining unit members with the exception of repairs to equipment, including vehicles, or buildings or the construction of buildings or appurtenances even if these are within the legal limits of work that may be done by force account.
- 21.2 In addition, during the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performable by employees in the bargaining unit, which will result in the displacement or reduction in hours, wages, transfer or reassignment of bargaining unit employees.

ARTICLE 22
SAVINGS PROVISION

- 22.1 If any provision, article or section of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions, articles or sections shall be deemed invalid or suspended to the extent permitted by law, but all other remaining provisions, articles or sections will continue in full force and effect. In the event of suspension or invalidation of any provision, article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purposes of arriving at a mutually satisfactory replacement, if any, for such provision, article or section.
- 22.2 In the event that the Legislature in its decisions may expand the scope of representation prior to the termination of this Agreement, the District agrees to meet and negotiate on any such items, and to include any items agreed upon in this contract.

ARTICLE 23
SUPPORT OF AGREEMENT/COMPLETION OF MEET AND NEGOTIATIONS

The District and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that CSEA and its Chapter 351 and the District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and CSEA. During the term of this Agreement, CSEA and District expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement, and even though subjects were proposed and later withdrawn.

**ARTICLE 24
YEAR ROUND/CONTINUOUS SCHOOLS**

This article shall remain archived (unpublished) in its 2004-2007 form until such time as the District reinstitutes year round or continuous schools.

**ARTICLE 25
CONCERTED ACTIVITIES**

- 25.1 It is agreed and understood that there will be no strike, work stoppage, slowdown or similar interference with the operations of the District by the Association or by its officers, agents or unit members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 25.2 The 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 unit members to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to immediately notify each unit member engaging in the action in writing of his/her obligation to cease such activity.
- 25.3 It is agreed and understood that any unit member who violates this article may be subject to discipline up to and including termination by the District.

APPENDIX A: HEALTH CARE CONTRIBUTIONS AND PREMIUMS

Single Tier Enrollment	District Pro-Rata Contribution	2-Party Tier Enrollment	District Pro-Rata Contribution	Family Tier Enrollment	District Pro-Rata Contribution
8.00 hours	100%	8.00 hours	100%	8.00 hours	100%
7.75 hours	100%	7.75 hours	100%	7.75 hours	100%
7.50 hours	100%	7.50 hours	100%	7.50 hours	100%
7.25 hours	100%	7.25 hours	100%	7.25 hours	100%
7.00 hours	100%	7.00 hours	100%	7.00 hours	100%
6.75 hours	100%	6.75 hours	100%	6.75 hours	95.43%
6.50 hours	100%	6.50 hours	100%	6.50 hours	91.86%
6.25 hours	100%	6.25 hours	90.29%	6.25 hours	88.29%
6.00 hours	100%	6.00 hours	86.71%	6.00 hours	84.71%
5.75 hours	95.83%	5.75 hours	83.14%	5.75 hours	81.14%
5.50 hours	91.67%	5.50 hours	79.57%	5.50 hours	77.57%
5.25 hours	87.50%	5.25 hours	76.00%	5.25 hours	74.00%
5.00 hours	83.33%	5.00 hours	72.43%	5.00 hours	70.43%
4.75 hours	79.17%	4.75 hours	68.86%	4.75 hours	66.86%
4.50 hours	75.00%	4.50 hours	65.29%	4.50 hours	63.29%
4.25 hours	70.83%	4.25 hours	61.71%	4.25 hours	59.71%
4.00 hours	66.70%	4.00 hours	58.14%	4.00 hours	56.14%

**Beaumont Unified School District
Classified Bargaining Unit (CSEA)
California's Valued Trust (CVT) for Benefits
2023-24 Employee Cost for Healthcare Coverage**

Plan changes made during open enrollment or during the year may change the employee's 10thly rate.

ANTHEM BLUE CROSS HMO 1B - GROUP # 57AMCU*								
\$10 DOV, \$30 Specialty, \$30 Urgent Care, \$100 ER \$7/\$15/\$30 RX								
Preventive Care/Laboratory/Annual Physical/Immunizations/Cancer Screenings - 100% Covered								
Ambulance Ground \$100, Hospitalization \$0, Outpatient Surgery \$0, Skilled Nursing \$0								
		1 PARTY		TWO PARTY		FAMILY		
HOURS	FTE	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	
4.00	0.500	6,456.07	645.61	8,268.49	826.85	9,097.51	909.75	
4.25	0.531	5,862.14	586.21	7,790.78	779.08	8,655.50	865.55	
4.50	0.563	5,262.45	526.25	7,311.75	731.17	8,212.27	821.23	
4.75	0.594	4,662.76	466.28	6,834.04	683.40	7,770.26	777.03	
5.00	0.625	4,064.51	406.45	6,356.34	635.63	7,328.26	732.83	
5.25	0.656	3,464.83	346.48	5,878.64	587.86	6,886.26	688.63	
5.50	0.688	2,865.14	286.51	5,400.94	540.09	6,444.26	644.43	
5.75	0.719	2,266.89	226.69	4,923.24	492.32	6,002.26	600.23	
6.00	0.750	1,667.20	166.72	4,445.53	444.55	5,560.25	556.03	
6.25	0.781	1,667.20	166.72	3,966.50	396.65	5,117.02	511.70	
6.50	0.813	1,667.20	166.72	2,667.20	266.72	4,675.01	467.50	
6.75	0.844	1,667.20	166.72	2,667.20	266.72	4,233.01	423.30	
7.00	0.875	1,667.20	166.72	2,667.20	266.72	3,667.20	366.72	
7.25	0.906	1,667.20	166.72	2,667.20	266.72	3,667.20	366.72	
7.50	0.938	1,667.20	166.72	2,667.20	266.72	3,667.20	366.72	
7.75	0.969	1,667.20	166.72	2,667.20	266.72	3,667.20	366.72	
8.00	1.000	1,667.20	166.72	2,667.20	266.72	3,667.20	366.72	

ANTHEM BLUE CROSS HMO 2B - GROUP # 57AMCX*								
\$15 DOV, \$30 Specialty, \$30 Urgent Care, \$100 ER \$7/\$15/\$30 RX								
Preventive Care/Laboratory/Annual Physical/Immunizations/Cancer Screenings - 100% Covered								
Ambulance Ground \$100, Hospitalization \$250, Outpatient Surgery \$150, Skilled Nursing \$50								
		1 PARTY		TWO PARTY		FAMILY		
HOURS	FTE	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	
4.00	0.500	6,099.07	609.91	7,911.49	791.15	8,740.51	874.05	
4.25	0.531	5,505.14	550.51	7,433.78	743.38	8,298.50	829.85	
4.50	0.563	4,905.45	490.55	6,954.75	695.47	7,855.27	785.53	
4.75	0.594	4,305.76	430.58	6,477.04	647.70	7,413.26	741.33	
5.00	0.625	3,707.51	370.75	5,999.34	599.93	6,971.26	697.13	
5.25	0.656	3,107.83	310.78	5,521.64	552.16	6,529.26	652.93	
5.50	0.688	2,508.14	250.81	5,043.94	504.39	6,087.26	608.73	
5.75	0.719	1,909.89	190.99	4,566.24	456.62	5,645.26	564.53	
6.00	0.750	1,310.20	131.02	4,088.53	408.85	5,203.25	520.33	
6.25	0.781	1,310.20	131.02	3,609.50	360.95	4,760.02	476.00	
6.50	0.813	1,310.20	131.02	2,310.20	231.02	4,318.01	431.80	
6.75	0.844	1,310.20	131.02	2,310.20	231.02	3,876.01	387.60	
7.00	0.875	1,310.20	131.02	2,310.20	231.02	3,310.20	331.02	
7.25	0.906	1,310.20	131.02	2,310.20	231.02	3,310.20	331.02	
7.50	0.938	1,310.20	131.02	2,310.20	231.02	3,310.20	331.02	
7.75	0.969	1,310.20	131.02	2,310.20	231.02	3,310.20	331.02	
8.00	1.000	1,310.20	131.02	2,310.20	231.02	3,310.20	331.02	

ANTHEM BLUE CROSS HMO 3V - GROUP # 57AMCX*								
\$25 DOV, Specialty \$40, Urgent Care 40, \$150 ER, \$0/\$30 RX \$150 Brand Deductible								
Preventive Care/Laboratory/Annual Physical/Immunizations/Cancer Screenings - 100% Covered								
Ambulance Ground \$100, Hospitalization \$250, Outpatient Surgery \$500, Skilled Nursing \$150								
		1 PARTY		TWO PARTY		FAMILY		
HOURS	FTE	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	
4.00	0.500	5,250.07	525.01	7,062.49	706.25	7,891.51	789.15	
4.25	0.531	4,656.14	465.61	6,584.78	658.48	7,449.50	744.95	
4.50	0.563	4,056.45	405.65	6,105.75	610.57	7,006.27	700.63	
4.75	0.594	3,456.76	345.68	5,628.04	562.80	6,564.26	656.43	
5.00	0.625	2,858.51	285.85	5,150.34	515.03	6,122.26	612.23	
5.25	0.656	2,258.83	225.88	4,672.64	467.26	5,680.26	568.03	
5.50	0.688	1,659.14	165.91	4,194.94	419.49	5,238.26	523.83	
5.75	0.719	1,060.89	106.09	3,717.24	371.72	4,796.26	479.63	
6.00	0.750	461.20	46.12	3,239.53	323.95	4,354.25	435.43	
6.25	0.781	461.20	46.12	2,760.50	276.05	3,911.02	391.10	
6.50	0.813	461.20	46.12	1,461.20	146.12	3,469.01	346.90	
6.75	0.844	461.20	46.12	1,461.20	146.12	3,027.01	302.70	
7.00	0.875	461.20	46.12	1,461.20	146.12	2,461.20	246.12	
7.25	0.906	461.20	46.12	1,461.20	146.12	2,461.20	246.12	
7.50	0.938	461.20	46.12	1,461.20	146.12	2,461.20	246.12	
7.75	0.969	461.20	46.12	1,461.20	146.12	2,461.20	246.12	
8.00	1.000	461.20	46.12	1,461.20	146.12	2,461.20	246.12	

*Plans include EYEMED Vision, Delta Dental, chiropractic, acupuncture, and Carelon Employee Assistance Program.

**Deductions are taken from September through June.

***See Plan Summaries for full explanation of benefits.

**Beaumont Unified School District
Classified Bargaining Unit (CSEA)
California's Valued Trust (CVT) for Benefits
2023-24 Employee Cost for Healthcare Coverage**

Plan changes made during open enrollment or during the year may change the employee's 10thly rate.

KAISER 2 - GROUP # 232646-0009*							
\$15 DOV, \$15 Specialty, \$15 Urgent Care, ER \$100, \$0 Ambulance, \$15 Outpatient Surgery \$5 (30 day supply); \$10 (31 to 60 day supply); \$15 (61 to 100 day supply) Generic RX \$10 (30 day supply); \$20 (31 to 60 day supply); \$30 (61 to 100 day supply) Brand RX							
		1 PARTY		TWO PARTY		FAMILY	
HOURS	FTE	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**
4.00	0.500	8,785.75	878.58	10,598.17	1,059.82	11,427.19	1,142.72
4.25	0.531	8,191.82	819.18	10,120.46	1,012.05	10,985.18	1,098.52
4.50	0.563	7,592.13	759.21	9,641.43	964.14	10,541.95	1,054.19
4.75	0.594	6,992.44	699.24	9,163.72	916.37	10,099.94	1,009.99
5.00	0.625	6,394.19	639.42	8,686.02	868.60	9,657.94	965.79
5.25	0.656	5,794.51	579.45	8,208.32	820.83	9,215.94	921.59
5.50	0.688	5,194.82	519.48	7,730.62	773.06	8,773.94	877.39
5.75	0.719	4,596.57	459.66	7,252.92	725.29	8,331.94	833.19
6.00	0.750	3,996.88	399.69	6,775.21	677.52	7,889.93	788.99
6.25	0.781	3,996.88	399.69	6,296.18	629.62	7,446.70	744.67
6.50	0.813	3,996.88	399.69	4,996.88	499.69	7,004.69	700.47
6.75	0.844	3,996.88	399.69	4,996.88	499.69	6,562.69	656.27
7.00	0.875	3,996.88	399.69	4,996.88	499.69	5,996.88	599.69
7.25	0.906	3,996.88	399.69	4,996.88	499.69	5,996.88	599.69
7.50	0.938	3,996.88	399.69	4,996.88	499.69	5,996.88	599.69
7.75	0.969	3,996.88	399.69	4,996.88	499.69	5,996.88	599.69
8.00	1.000	3,996.88	399.69	4,996.88	499.69	5,996.88	599.69

KAISER WELLNESS - GROUP #232646-0012*							
\$20 DOV, \$40 Specialty, \$20 Urgent Care, \$500 Hospitalization Inpatient/Outpatient, \$100 ER \$10 (30 day supply); \$20 (31 to 60 day supply); \$30 (61 to 100 day supply) Generic RX \$25 (30 day supply); \$50 (31 to 60 day supply); \$75 (61 to 100 day supply) Brand RX							
		1 PARTY		TWO PARTY		FAMILY	
HOURS	FTE	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**
4.00	0.500	7,531.75	753.18	9,344.17	934.42	10,173.19	1,017.32
4.25	0.531	6,937.82	693.78	8,866.46	886.65	9,731.18	973.12
4.50	0.563	6,338.13	633.81	8,387.43	838.74	9,287.95	928.79
4.75	0.594	5,738.44	573.84	7,909.72	790.97	8,845.94	884.59
5.00	0.625	5,140.19	514.02	7,432.02	743.20	8,403.94	840.39
5.25	0.656	4,540.51	454.05	6,954.32	695.43	7,961.94	796.19
5.50	0.688	3,940.82	394.08	6,476.62	647.66	7,519.94	751.99
5.75	0.719	3,342.57	334.26	5,998.92	599.89	7,077.94	707.79
6.00	0.750	2,742.88	274.29	5,521.21	552.12	6,635.93	663.59
6.25	0.781	2,742.88	274.29	5,042.18	504.22	6,192.70	619.27
6.50	0.813	2,742.88	274.29	3,742.88	374.29	5,750.69	575.07
6.75	0.844	2,742.88	274.29	3,742.88	374.29	5,308.69	530.87
7.00	0.875	2,742.88	274.29	3,742.88	374.29	4,742.88	474.29
7.25	0.906	2,742.88	274.29	3,742.88	374.29	4,742.88	474.29
7.50	0.938	2,742.88	274.29	3,742.88	374.29	4,742.88	474.29
7.75	0.969	2,742.88	274.29	3,742.88	374.29	4,742.88	474.29
8.00	1.000	2,742.88	274.29	3,742.88	374.29	4,742.88	474.29

*Plans include EYEMED Vision, Delta Dental, chiropractic, acupuncture, and Caredon Employee Assistance Program.

**Deductions are taken from September through June.

**Beaumont Unified School District
Classified Bargaining Unit (CSEA)
California's Valued Trust (CVT) for Benefits
2023-24 Employee Cost for Healthcare Coverage**

Plan changes made during open enrollment or during the year may change the employee's 10thly rate.

ANTHEM BLUE CROSS PPO 3B - GROUP# 13929C*							
\$100/\$200 Deductable, \$20 DOV, \$20 Specialty, \$20 Urgent Care, \$100 ER \$7/\$15/\$30 RX Preventive Care/Annual Physical/Immunizations/Cancer Screenings - 100% Covered***							
		1 PARTY		TWO PARTY		FAMILY	
HOURS	FTE	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**
4.00	0.500	11,073.07	1,107.31	12,885.49	1,288.55	13,714.51	1,371.45
4.25	0.531	10,479.14	1,047.91	12,407.78	1,240.78	13,272.50	1,327.25
4.50	0.563	9,879.45	987.95	11,928.75	1,192.87	12,829.27	1,282.93
4.75	0.594	9,279.76	927.98	11,451.04	1,145.10	12,387.26	1,238.73
5.00	0.625	8,681.51	868.15	10,973.34	1,097.33	11,945.26	1,194.53
5.25	0.656	8,081.83	808.18	10,495.64	1,049.56	11,503.26	1,150.33
5.50	0.688	7,482.14	748.21	10,017.94	1,001.79	11,061.26	1,106.13
5.75	0.719	6,883.89	688.39	9,540.24	954.02	10,619.26	1,061.93
6.00	0.750	6,284.20	628.42	9,062.53	906.25	10,177.25	1,017.73
6.25	0.781	6,284.20	628.42	8,583.50	858.35	9,734.02	973.40
6.50	0.813	6,284.20	628.42	7,284.20	728.42	9,292.01	929.20
6.75	0.844	6,284.20	628.42	7,284.20	728.42	8,850.01	885.00
7.00	0.875	6,284.20	628.42	7,284.20	728.42	8,284.20	828.42
7.25	0.906	6,284.20	628.42	7,284.20	728.42	8,284.20	828.42
7.50	0.938	6,284.20	628.42	7,284.20	728.42	8,284.20	828.42
7.75	0.969	6,284.20	628.42	7,284.20	728.42	8,284.20	828.42
8.00	1.000	6,284.20	628.42	7,284.20	728.42	8,284.20	828.42

ANTHEM BLUE CROSS PPO WELLNESS PLAN - GROUP# 1841NA*							
\$500/\$1000 Deductable, \$20 DOV, \$40 Specialty, \$20 Urgent Care, \$100 ER, \$7/\$25/\$40 RX Preventive Care/Annual Physical/Immunizations/Cancer Screenings - 100% Covered***							
		1 PARTY		TWO PARTY		FAMILY	
HOURS	FTE	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**	EMPLOYEE ANNUAL COST	EMPLOYEE 10THLY COST**
4.00	0.500	9,090.07	909.01	10,902.49	1,090.25	11,731.51	1,173.15
4.25	0.531	8,496.14	849.61	10,424.78	1,042.48	11,289.50	1,128.95
4.50	0.563	7,896.45	789.65	9,945.75	994.57	10,846.27	1,084.63
4.75	0.594	7,296.76	729.68	9,468.04	946.80	10,404.26	1,040.43
5.00	0.625	6,698.51	669.85	8,990.34	899.03	9,962.26	996.23
5.25	0.656	6,098.83	609.88	8,512.64	851.26	9,520.26	952.03
5.50	0.688	5,499.14	549.91	8,034.94	803.49	9,078.26	907.83
5.75	0.719	4,900.89	490.09	7,557.24	755.72	8,636.26	863.63
6.00	0.750	4,301.20	430.12	7,079.53	707.95	8,194.25	819.43
6.25	0.781	4,301.20	430.12	6,600.50	660.05	7,751.02	775.10
6.50	0.813	4,301.20	430.12	5,301.20	530.12	7,309.01	730.90
6.75	0.844	4,301.20	430.12	5,301.20	530.12	6,867.01	686.70
7.00	0.875	4,301.20	430.12	5,301.20	530.12	6,301.20	630.12
7.25	0.906	4,301.20	430.12	5,301.20	530.12	6,301.20	630.12
7.50	0.938	4,301.20	430.12	5,301.20	530.12	6,301.20	630.12
7.75	0.969	4,301.20	430.12	5,301.20	530.12	6,301.20	630.12
8.00	1.000	4,301.20	430.12	5,301.20	530.12	6,301.20	630.12

*Plans include EYEMED Vision, Delta Dental, chiropractic, acupuncture, and BEACON Employee Assistance Program.

**Deductions are taken from September through June.

APPENDIX C: CLASSIFIED SALARY SCHEDULE 2022-23

Beaumont Unified School District

Classified Hourly Salary Schedule

Effective January 1, 2023

RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1		\$15.96	\$16.60	\$17.26	\$17.95	\$18.67	\$19.41	\$20.19	\$21.00	\$21.84
2		\$16.36	\$17.01	\$17.69	\$18.40	\$19.13	\$19.90	\$20.70	\$21.52	\$22.38
3		\$16.77	\$17.44	\$18.13	\$18.86	\$19.61	\$20.40	\$21.21	\$22.06	\$22.94
4	Campus Security I CNS I Crossing Guard	\$17.18	\$17.87	\$18.59	\$19.33	\$20.10	\$20.91	\$21.74	\$22.61	\$23.52
5	Auto Driver CNS II	\$17.61	\$18.32	\$19.05	\$19.81	\$20.61	\$21.43	\$22.29	\$23.18	\$24.11
6	Campus Security II Child Care Assistant Clerk I Instructional Assistant I	\$18.05	\$18.78	\$19.53	\$20.31	\$21.12	\$21.97	\$22.85	\$23.76	\$24.71
7	Educational Liaison Health Instructional Assistant I Instructional Assistant II Instructional Assistant II - Bilingual	\$18.51	\$19.25	\$20.02	\$20.82	\$21.65	\$22.52	\$23.42	\$24.35	\$25.33
8	Clerk II HR Clerk/Receptionist	\$18.97	\$19.73	\$20.52	\$21.34	\$22.19	\$23.08	\$24.00	\$24.96	\$25.96
9	CNS Delivery Driver Custodian I Grounds Person I Health Instructional Assistant II Library Technician I Mail Courier	\$19.44	\$20.22	\$21.03	\$21.87	\$22.75	\$23.66	\$24.60	\$25.59	\$26.61
10	A&A Assistant Accounting Assistant Clerk III Instructional Support Technician	\$19.93	\$20.73	\$21.56	\$22.42	\$23.32	\$24.25	\$25.22	\$26.23	\$27.27
11	Elementary Attendance & Health Clerk Financial Aide Technician Secretary I	\$20.43	\$21.25	\$22.09	\$22.98	\$23.90	\$24.85	\$25.85	\$26.88	\$27.96
12	Bookkeeper II Bus Driver I	\$20.94	\$21.78	\$22.65	\$23.55	\$24.50	\$25.47	\$26.49	\$27.55	\$28.65
13	Bilingual Community Liaison Counseling Technician Custodian II Grounds Person II Library Technician II	\$21.46	\$22.32	\$23.21	\$24.14	\$25.11	\$26.11	\$27.16	\$28.24	\$29.37
14	Attendance Specialist Campus Security III CNS III Grounds Equipment Mechanic Library Multimedia Technician Maintenance Person I Registrar Secretary II	\$22.00	\$22.88	\$23.79	\$24.74	\$25.73	\$26.77	\$27.84	\$28.95	\$30.11
15	Mechanic I Dispatcher Bus Driver II	\$22.55	\$23.45	\$24.39	\$25.36	\$26.38	\$27.43	\$28.53	\$29.67	\$30.86
16	CNS Warehouse Lead Driver Maintenance Person II Payroll Assistant	\$23.11	\$24.04	\$25.00	\$26.00	\$27.04	\$28.12	\$29.24	\$30.41	\$31.63

**Beaumont Unified School District
Classified Hourly Salary Schedule**

Effective January 1, 2023

RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
17	Bus Driver Trainer									
	CNS IV									
	Custodian III									
	Custodian IV									
	Secretary III									
	Trainer/Dispatcher									
17	Vehicle Mechanic/Driver II	\$23.69	\$24.64	\$25.62	\$26.65	\$27.71	\$28.82	\$29.98	\$31.17	\$32.42
18	Grounds Person III									
	Helpdesk Technician	\$24.28	\$25.25	\$26.26	\$27.31	\$28.41	\$29.54	\$30.72	\$31.95	\$33.23
19	Secretary IV									
	Vehicle Mechanic/Driver III	\$24.89	\$25.88	\$26.92	\$28.00	\$29.12	\$30.28	\$31.49	\$32.75	\$34.06
20	Human Resource Technician									
	Maintenance Person III									
	Maintenance Technology									
	Office Manager	\$25.51	\$26.53	\$27.59	\$28.70	\$29.84	\$31.04	\$32.28	\$33.57	\$34.91
21	Facilities Accounting Assistant									
	Grounds Person IV									
	Technology Support Specialist	\$26.15	\$27.19	\$28.28	\$29.41	\$30.59	\$31.81	\$33.09	\$34.41	\$35.79
22		\$26.80	\$27.87	\$28.99	\$30.15	\$31.36	\$32.61	\$33.91	\$35.27	\$36.68
23		\$27.47	\$28.57	\$29.71	\$30.90	\$32.14	\$33.43	\$34.76	\$36.15	\$37.60
24		\$28.16	\$29.29	\$30.46	\$31.67	\$32.94	\$34.26	\$35.63	\$37.06	\$38.54
25		\$28.86	\$30.02	\$31.22	\$32.47	\$33.77	\$35.12	\$36.52	\$37.98	\$39.50
26	Benefits/Payroll Technician									
	Buyer/Medi-Cal Technician									
	Community/Parent Engagement Liaison									
	Accountant I									
	Credentials Technician									
	Facilities Technician									
	Fiscal Technician									
	Licensed Vocational Nurse (LVN)									
	Purchasing/Contracts Technician									
	Research, Learning, & Data Support Technician									
	Risk & Safety Technician	\$29.58	\$30.77	\$32.00	\$33.28	\$34.61	\$35.99	\$37.43	\$38.93	\$40.49

Board Approved: 11/15/2022

Salary Schedule ID: 260

Includes 12.5% increase

APPENDIX D: EXTRA-CURRICULAR STIPEND POSITIONS

Class 1 - \$1,000.00 GED Testing Examiner

California Department of Education certification required. Coordinate with the Alternative Education Director to determine the annual GED Testing Schedule. Stipend amount was based on the 1998-99 schedule.

Payroll: December (\$500.00) June (\$500.00)

Class 2 - \$600.00 Computer Coordinator

For the term that a classified unit member is responsible for computer equipment.

Payroll: December (\$300.00) June (\$300.00)

Class 2 - \$800 Secondary Bilingual Site Translator (Beaumont High School)

See job description for Site Bilingual Translator.

Payroll: December \$400 June \$400

Class 3 - \$800 Alternative Education Bilingual Site Translator 7 - 8 Bilingual Site Translator

See job description for Site Bilingual Translator.

Payroll: December \$400 June \$400

Class 4 - \$800 Elementary Bilingual Site Translator

See job description for Site Bilingual Translator.

Payroll: December \$400 June \$400

Class 5 - \$800 Transportation/Maintenance & Operations Translator

See job description for Site Bilingual Translator.

Payroll: December \$400 June \$400

APPENDIX E: CLAIM FOR CONFERENCE REIMBURSEMENT

(Please BUSD Public Folder for most current copy of this form.)

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

**BEAUMONT UNIFIED SCHOOL DISTRICT
AND**

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 351

This Memorandum of Understanding between the Beaumont Unified School District ("District") and the California School Employees Association and its Chapter 351 ("CSEA") is entered into due to the passage of AB 119, which adds sections 3555-3559 to the California Government Code and amends the Public Records Act in Government Code Section 6254.3. In light of the requirements provided for under AB 119, CSEA and the District agree to the following:

A. DEFINITIONS

1. "New Employee Orientation" means the onboarding process of a newly-hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters.
2. "Newly hired employee" or "new hire" means any employee, whether full-time, or part-time, hired by the District, who will be assigned to the CSEA bargaining unit, and who is employed as of the Board of Trustees approved start date.

B. NEW EMPLOYEE ORIENTATION

1. **Notice of New Employee Orientation** - The District shall provide CSEA mandatory access to its new employee orientations for bargaining unit members. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. The orientation shall be held at a location to be determined by the District.
2. **Release Time for New Employee Orientation** - CSEA shall afford the CSEA President or designee forty-five (45) minutes of paid release time for the Chapter President or designee to conduct one-on-one or group orientations with new employees. The forty-five minutes includes travel time to site where new employee orientation is to be held. The CSEA Labor Relations Representative may also attend any new employee orientation session.
3. **CSEA Orientation Materials** - The District shall include the CSEA membership application, and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly-hired employee. CSEA shall provide copies of the CSEA membership applications to the District for distribution as part of the orientation packet for newly-hired employees. At the new employee's discretion, the District shall offer each current new employee either a copy of the current Collective Bargaining Agreement ("CBA"), or a handout providing the link to the specific District webpage where a current PDF file of the CBA can be found.

C. NEW EMPLOYEE INFORMATION AND BARGAINING UNIT INFORMATION

1. **District Notice to CSEA of New Hires** - In accordance with Government Code section 3558, the District shall provide CSEA with comprehensive contact information of newly hired employees within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District (such as a substitute, temporary or previous bargaining unit employee). The following information will be provided to CSEA, if found in the District's records (such as a cell phone number), in the following form with each field in its own column:

- a. First Name
- b. Middle Initial
- c. Last Name
- d. Suffix (e.g. "Jr." "III")
- e. Job Title/Classification
- f. Range and Step Placement
- g. Department
- h. Primary worksite name
- i. Work telephone number
- j. Home street address (including apartment number or suite if applicable)
- k. City
- l. State
- m. Zip Code
- n. Home telephone number on file with the Employer
- o. Cell phone number on file with the Employer
- p. Personal email address of the employee on file with the Employer
- q. Employee Identification number
- r. Hire Date

2. **Periodic Update of Bargaining Unit Member Information:** In accordance with Government Code section 3558, the District shall provide CSEA with a list of all bargaining unit member's names and contact information on the last working day of September, January, and May. This contact information shall also include the same information listed above in paragraph C(1), provided the records (such as a cell phone number) are included in the District's records, with each field listed in its own column.

The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, provided by CSEA at no charge to the District.

D. APPLICABILITY, EFFECT, AND ENFORCEMENT OF AGREEMENT

1. **Term:** This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020, and shall be automatically renewed from year to year unless either party serves written notice upon the other prior to March 30, 2020 or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent

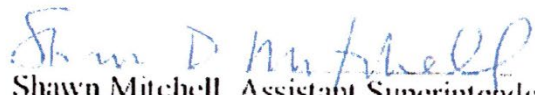
Agreement occur, the provisions of this Agreement shall remain in full force and effect until the negotiation of a new Agreement is completed.


2. **Savings Clause:** If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, that provision shall no longer be valid and the parties shall meet within 30 days to negotiate changes to this agreement.
3. **Violations of Agreement:** This MOU will be included as an Appendix in the Parties' Collective Bargaining Agreement ("CBA"), and any disputes regarding perceived violations of this agreement shall be handled through the grievance process as outlined in the CBA between the District and CSEA. Only CSEA and its Chapter 351, can be the grievant to this MOU, not an employee.
4. **Applicability of MOU:** The Parties agree that this MOU shall not create any binding past practice beyond that contemplated in this MOU. This MOU does not modify or amend any current contract language. In addition, this MOU is subject to review under CSEA's Policy 610, and review and approval by the Beaumont Unified School District Board of Trustees.

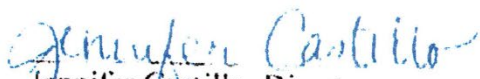
Executed this day November 21, 2017 at Beaumont, California.


FOR BEAUMONT USD

FOR CSEA and its CHAPTER #351


Shawn Mitchell, Assistant Superintendent
Beaumont Unified School District


Diane Lockwood, President
CSEA Chapter 351


Jennifer Castillo, Director
Beaumont Unified School District


Dale Wissman
CSEA Labor Relations Representative

APPENDIX G: UNIFORMS

Classification	Position	Uniforms	Quantity	Average Monthly Cost	Annual Cost
Campus Security*	II, III	Shirts Windbreaker or Jacket**	1	\$ 9.91	\$ 119.00
				\$ 2.16	\$ 26.00
				\$ 12.07	\$ 145.00
Campus Security*	I	Vest Windbreaker or Jacket**	1	\$ 2.27	\$ 25.00
				\$ 2.16	\$ 26.00
				\$ 4.43	\$ 51.00
Custodians	I, II, III, IV	Shirts Windbreaker or Jacket**	1	\$ 9.91	\$ 119.00
				\$ 2.16	\$ 26.00
				\$ 12.07	\$ 145.00
Child Nutrition Services	I, II, III, IV, Warehouse Lead, Delivery Drivers	Non-Slip Soled Shoes	1	\$ 3.63	\$ 40.00
				\$ 3.63	\$ 40.00
Grounds	I, II, III, IV	Shirts Windbreaker or Jacket** Reinforced Toed Boots	1	\$ 9.91	\$ 119.00
				\$ 2.16	\$ 26.00
				\$ 12.50	\$ 150.00
				\$ 14.66	\$ 176.00
Maintenance	I, II, III, IV	Shirts Windbreaker or Jacket** Reinforced Toed Boots	1	\$ 9.91	\$ 119.00
				\$ 2.16	\$ 26.00
				\$ 12.50	\$ 150.00
				\$ 14.66	\$ 176.00
Transportation	Bus Drivers	Shirts Windbreaker or Jacket**	1	\$ 9.91	\$ 119.00
				\$ 2.16	\$ 26.00
				\$ 12.07	\$ 145.00
Transportation	Mechanics	Shirts Windbreaker or Jacket** Reinforced Toed Boots	1	\$ 9.91	\$ 119.00
				\$ 2.16	\$ 26.00
				\$ 12.50	\$ 150.00
				\$ 14.66	\$ 176.00

*Uniforms will be identified as Security

**Based on replacement every five (5) years. Average amount dependent on style of jacket or windbreaker.