



BEVERLY HILLS
UNIFIED SCHOOL DISTRICT
EDUCATION REIMAGINED

Collective Bargaining Agreement Between

The Beverly Hills Unified
School District

and

The California School
Employees Association,
Beverly Hills Chapter 328

2018-2019, 2019-2020, 2020-2021,
2021-2022, 2022-2023, 2023-2024

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ARTICLE I - RECOGNITION

- 1.1 The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement.
- 1.2 In the event the District creates a new classified position, the District shall notify CSEA and indicate whether the District believes the position is covered by this contract or not. If the CSEA disagrees with the District's designation, CSEA will so advise the District within ten (10) days of receipt of the District's notice. The District and CSEA shall meet within ten (10) days in an attempt to agree on the unit placement of such position. Disputed cases shall be submitted to the Public Employment Relations Board for resolution.

ARTICLE II - NO DISCRIMINATION

- 2.1 No employee in the bargaining unit shall be illegally discriminated against in wages, hours or other terms and conditions of employment because of his/her lawful political opinions or affiliations, or because of race, national origin, religion, sex or marital status, and, to the extent prohibited by law, no person shall be illegally discriminated against because of age or physical handicap.

ARTICLE III - EMPLOYER RIGHTS AND DISTRICT POWERS

- 3.1 The District shall have within its complete discretion, in compliance with the Rodda Act, Article 10, except as explicitly described in this Agreement, all of the rights normally possessed by a public school district in the State of California. Said rights, powers, and authorities include but are not limited to the right to: determine its organization; hire and classify, assign, transfer, evaluate, promote, layoff, discipline, suspend, and terminate employees; direct the work of its employees; determine the duties to be performed and the standards of performance; determine dates, times, and hours of operation, functions, and activities; determine the kinds of levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of the students; determine staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; determine the methods of raising revenues; establish budgets and determine budgetary procedures and allocations; and contract out work.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in 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 the law of the State of California.
- 3.3 The District retains the right to amend, modify, or rescind this Agreement, or any portion thereof, in cases of emergency:

An emergency is defined as an act of God, epidemic, natural disaster, or other calamity or threat thereof affecting the District or the community. Whether an emergency exists within the definitions listed in this Section is within the discretion of the District or other authorized Government agency and is not subject to the grievance and arbitration procedures of this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 DEFINITIONS:

- 4.1.1 A "grievance" shall mean an alleged violation of a specific provision of this Agreement which adversely affects the grievant. This Grievance Procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement, nor shall the Grievance Procedure be used for other matters for which specific methods or remedies are provided by law, or District policies, rules or regulations.
- 4.1.2 A "grievant" shall mean an employee covered by this Agreement filing a grievance.
- 4.1.3 A "conferee" shall mean any Association representative selected by the grievant to assist the employee in presenting and processing the claimant's grievance, except as limited in Level I of this Procedure. An Immediate Administrator with whom a grievance is filed may also choose a representative in processing grievances except as limited in Level I.
- 4.1.4 A "day" shall mean any day in which the District Administration Center is open for business Monday-Friday.
- 4.1.5 An "Immediate Administrator" shall mean the first level administrator having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.

4.2 GENERAL PROVISIONS

- 4.2.1 The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive pending final decision of the grievance.
- 4.2.2 It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- 4.2.3 The parties may mutually agree to extend the time lines to respond to a grievance in writing at any level of the formal procedure.

4.3 INFORMAL PROCEDURE

Level I - Within 20 days of the alleged contract violation the employee shall meet with the Immediate Supervisor to discuss the potential grievance in an attempt to resolve it informally. Either the employee or the Immediate Supervisor may bring a conferee to this informal meeting. If the potential grievance is not resolved at this level, the employee may

proceed to Level II.

4.4 FORMAL PROCEDURE

- 4.4.1 Level II – In the event that the grievant is not satisfied with the decision at Level I, the grievant must present such grievance in writing to the Immediate Supervisor within 10 days, or the grievance is waived. This shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The Immediate Supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the Immediate Administrator does not respond within the time limits, the grievant may appeal to the next level. Within the foregoing time limits, either party may request a personal conference to discuss the grievance. Either the grievant or the Immediate Supervisor may have a conferee present at such a conference.
- 4.4.2 Level III - In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Assistant Superintendent, Human Resources within ten (10) days of receipt of the decision. This written appeal statement shall include a copy of the original grievance, the decision rendered at previous levels, and a clear, concise statement of the reasons for the appeal. A personal conference shall be held within the time limits to discuss the grievance unless the parties mutually agree to waive this requirement. Either party may have a conferee present at such conference. “The Assistant Superintendent, Human Resources shall communicate a written decision within ten (10) days of receipt of the appeal.” If the Assistant Superintendent, Human Resources does not respond within the time limits, the grievant may appeal to the next level.
- 4.4.3 Level IV - If the grievant is not satisfied with the decision at Level III, the employee may, within ten (10) days of receipt of the decision, appeal the decision to the Superintendent. This written appeal statement shall include a copy of the original grievance, the appeals, the decision rendered at the appeal. The Superintendent shall communicate a written decision within ten (10) days of receipt of the appeal. Either the grievant or the Superintendent may request a personal conference within the foregoing time limits to discuss the grievance. Such personal conference shall be held regarding appeals of discipline pursuant to Article VII.
- 4.4.4 Level V - Grievances which have not been resolved at Level IV, which the Association desires to contest further, and which involve an express violation of a specific provision of this Agreement as provided above, may be submitted to Arbitration provided the Association gives written notice to the District of its intent to arbitrate within ten (10) working days after the decision rendered at Level IV. The provisions of the following articles shall not be subject to arbitration: Article I, Recognition; Article II, No Discrimination (except to the extent that a claim of discrimination arises as part of an arbitration pursuant to Article VII - Disciplinary Action); Article III, Employer Rights and District Powers; Article V, Section 5.2 (except to the extent noted therein); Article XVII, Layoff; and Article XVIII,

Reclassification (except to the extent noted therein).

Within ten (10) working days after sending the District such written notice of intent to arbitrate, the Association shall request a list of qualified arbitrators from the State Mediation and Conciliation Service, and the arbitrator shall be selected in accordance with the rules and procedures of the State Mediation and Conciliation Service. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. He shall only find whether there has been a violation of the express terms of this Agreement and what, if any, remedy is awarded for that violation of this Agreement in the respect alleged in the grievance. The findings of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, except to the extent that post-hearing briefs are filed. Such post-hearing briefs, if any, shall be based solely upon the evidence presented by the respective parties in the presence of each other. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends.

The arbitrator shall, therefore, not have authority, nor shall he consider it his function, to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in what is in effect a modification (whether by addition or by detraction) of the written terms of this Agreement. The arbitrator shall not make any decision or award, or fail to make any decision or award, merely because in his opinion such decision or award is fair or equitable. No findings by the arbitrator shall be retroactive beyond the beginning of the fifteen (15) day period specified in Level II of the grievance procedure set forth in Article 4.4.1 or the occurrence of the grievance, whichever is the most recent. The arbitrator shall have no power to grant an award on any grievance based on facts or actions which occurred before or after the term of this Agreement.

The findings of the arbitrator which are within the limits herein prescribed shall be final and binding on all parties.

Fifty percent of all expenses of the arbitration to be paid by each party. Each party shall bear the expense of the presentation of his own case.

The arbitrator may hear and determine only one grievance at a time unless the parties expressly agree otherwise.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file

of any of the participants. Upon request, the names of all participants in a given grievance shall be removed from all documents after one year from the date of the final resolution of the grievance.

4.5 COMPLAINT PROCEDURE

Those Articles which are specifically excluded from the above grievance procedure, as well as any questions or alleged violations of the Board's policies, rules or regulations, shall be subject to the informal complaint procedure followed in the District. Such question or complaint may be discussed with the Association Job Steward and/or District Assistant Superintendent, Personnel.

ARTICLE V - EMPLOYEE RIGHTS

5.1 PERSONNEL FILES

- 5.1.1 Personnel files shall be kept in confidence and may be inspected only by the District in the course of the proper administration of the District's affairs and/or the supervision of an employee.
- 5.1.2 Employees shall be provided with a copy of any derogatory material, except material which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members or (3) were obtained in connection with a promotional examination, ten (10) days prior to it being placed in the personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material. Any written response shall be attached to the material. The Association may review the personnel file when accompanied by the employee or on presentation of a written authorization signed and dated by the employee.
- 5.1.3 An employee shall have the right by appointment with the District to examine and/or obtain a copy of the material in a personnel file, with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.
- 5.1.4 The District shall keep a log in each personnel file indicating the names of the persons who have examined the file as well as the dates such examinations were made. These documents shall be available for examination by the employee and/or the authorized Association representative of the employee.
- 5.1.5 Any person who places written material or originates written material for placement in a personnel file shall sign and date the material.

5.2 EVALUATION

- 5.2.1 Probationary unit members shall be evaluated by the immediate supervisor and/or the site administrator or designee by the end of the 1st, 3rd, and 5th months of service. The normal probationary period shall be 6 months. If an employee's probationary period is to be extended, the District shall notify the employee of the length of the extension and the reason(s) therefore. In no event shall an employee's probationary period be greater than twelve months.
- 5.2.2 The evaluation procedure for permanent employees shall be at the end of each year's service. A review of the evaluation form to improve the evaluation process will occur every three years by a District committee which will include Association representation.

- 5.2.3 The immediate supervisor shall prepare a formal written evaluation which shall include the direct observations, verifiable evidence, and direct knowledge of the unit member's job performance by the evaluator. Immediate supervisors shall identify themselves at the onset of the evaluation period with the employees they are evaluating in order to outline process and procedures.
- 5.2.4 The evaluator(s) and the evaluated employee shall confer on the evaluation. At the time of the evaluation conference the immediate supervisor shall discuss the evaluation with the employee, and if applicable, give specific suggestions or recommendations for improvements and provisions for assisting the employee in implementing the recommendations. The evaluation form shall be signed by both the evaluator and the employee. Signing of the evaluation form does not mean the employee is in agreement but shall signify that he/she has reviewed the evaluation and received a copy. During the conference the employee shall be informed that he/she has the right to attach a rebuttal within ten (10) days, if desired, prior to the evaluation being filed in the employee's personnel file.
- 5.2.5 If a permanent employee disagrees with his/her evaluation, the employee shall have the right to appeal the evaluation in writing specifying areas of disagreement and outlining the evidence in support of the employee's position to the Assistant Superintendent, Human Resources and the Superintendent. The Assistant Superintendent, Human Resources shall meet with the employee within fifteen (15) working days to review the employee's evaluation. The Assistant Superintendent, Human Resources shall reply in writing within fifteen (15) working days after the meeting. The decision of the Assistant Superintendent, Human Resources shall be final.
- 5.2.6 If any category on the performance report is rated lower than "satisfactory," the following will be included on the evaluation:
- (a) statement of the problem or concern,
 - (b) the desired improvement,
 - (c) suggestions as to how to improve,
 - (d) provisions for assisting the employee, and
 - (e) a timeline for the desired improvement for a period of not less than ninety (90) days.

If an evaluator rates an employee's overall performance as lower than "satisfactory", the evaluator shall meet with the employee and shall include on the evaluation whether or not the employee has been previously advised of the specific deficiencies which form the basis for that lower than "satisfactory" rating, and if the employee was not previously so advised, then the evaluator shall note why not.

ARTICLE VI - ASSOCIATION RIGHTS

- 6.1 The Association and its members shall have the right to make reasonable use of the buildings and facilities that do not interfere with District operations. The Association shall submit a written request to the Superintendent or his designee for prior approval.
- 6.2 The Association shall have the right to post notices of activities and matters of Association concern on designated employee bulletin boards to be provided in each school. All material posted must be dated and signed by an official representative of the Association who is knowledgeable about said material. The Association shall have the right to use the District mail service and employee mailboxes for communication to unit members. The Association shall be permitted to use available technology and other means of communication subject to reasonable regulations by the District. Any information of a general nature that is transmitted through the mailboxes or bulletin boards to employees shall be simultaneously given to the Superintendent, and shall not defame or ridicule the Board or its agents, nor shall it present a partisan viewpoint in a District public election process without the mutual and prior consent of the District.
- 6.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that such contact does not interfere with District assignments and obligations of employees and also provided that the Association representative notifies the immediate administrator in advance that he/she desires to enter the job location for the purpose of transacting Association business.
- 6.4 The Association shall be provided with an aggregate total of 300 hours of released time per year for Association business. Meetings with Board representatives and District management held for the purpose of negotiating the Agreement or for the purpose of grievance processing shall not be included in the calculation of the number of hours used. The Chapter President shall provide the Personnel Department with a list of persons authorized to receive release time no later than January 1 of each school year. Requests for release time shall be submitted to the Superintendent or Designee at least five (5) days in advance, and approval must be granted prior to the time being taken. In extenuating circumstance, this timeline may be shortened by mutual consent of the Chapter President and the Superintendent or Designee. Prior to the District approving the requested release time, the District shall notify the Chapter President of approval or denial of the request.
- 6.5 The District shall permit the Association to distribute voluntary employee information cards attached to the annual District emergency cards. The Association information cards shall be promptly transmitted to the Association upon receipt by the District. Within forty-five (45) days after the execution of this contract, the District shall print or duplicate and provide without charge a copy of the contract to every employee in the Unit. Any employee who becomes a member of the Unit after execution of this Agreement shall be provided with a copy, without charge.

- 6.6 The Association may designate two employees to be released without loss of pay for the purpose of attending association conferences, workshops or state and national organizational activities for a maximum of five (5) days release time annually per designated employee.
- 6.7 Unit members on duty shall have one (1) hour per month release time to attend Association chapter meetings without fear of reprisals. Unit members who must travel to the site where the meeting is located will receive two (2) hours of release time. At least forty-eight (48) hours prior to each meeting, the Association shall provide the District with a list of unit members planning to attend the meeting. The Association shall turn in a sign-in sheet from each chapter meeting to the district for attendance verification purposes. One (1) night custodian from each K-8 school site and three (3) night custodians from Beverly Hills High School shall remain on campus during the CSEA Chapter meeting. If extenuating circumstances exist which cause the Association to believe that all unit members must attend the meeting and no custodians should be required to remain on campus, the Association may request approval for all custodians to attend the meeting. Such requests must be submitted to the site Principal at least forty-eight (48) hours in advance of the meeting, and the Principal may deny such requests based upon the needs of the school site.

ARTICLE VII - DISCIPLINARY ACTION

7.1 DEFINITION: "Disciplinary action" as used herein is limited to dismissal, suspension, or demotion, except for lack of work or lack of funds.

7.2 General Provisions:

7.2.1 A permanent bargaining unit employee shall be subject to disciplinary action only for cause as prescribed by law or as set forth below under Section 7.3, Causes for Disciplinary Action. For purposes of this article, disciplinary action shall mean an unpaid suspension not to exceed thirty (30) working days, demotion, or dismissal.

7.2.2 No disciplinary action shall be taken against any permanent bargaining unit employee for any cause which arose prior to the date in which the employee became permanent, nor for any cause which arose more than two (2) years preceding the date of the filing a Notice of Disciplinary Action, unless such cause was concealed or not disclosed by the employee when it could reasonably be assumed that the employee should have disclosed the facts to the District.

7.2.3 Probationary employees may be released at any time during the term of their probationary period without cause and shall not be entitled to any of the procedures in this article or to any appeal of any action by the Board of Trustees to release them.

7.2.4 Only the Chief Human Resource Officer or higher shall place a bargaining unit member on paid administrative leave pending an investigation that may lead to discipline.

7.2.5 Employees retain the right to representation at any level of the discipline process.

7.3 Causes for Disciplinary Action:

7.3.1 Performance-Related Causes

a. Incompetence, below standard work performance, a pattern of inefficiency or continued negligence in the performance of the duties of her/his position.

b. Repeated or unexcused tardiness or absence after warning.

c. Persistent discourteous conduct toward other employees, students, or the public.

d. Repeated or unexcused absences, after warning.

- e. Persistent violation or refusal to obey District safety rules or other procedures made applicable to the District by the Board or any appropriate state or federal agency.
- f. Willful or persistent violation of these rules or adopted and implemented procedures of a department when such procedures are made known to the employee in writing.

7.3.2 Misconduct-Related Causes

- a. Insubordination, including, but not limited to refusal to do reasonably assigned work or any other serious breach of discipline. (The refusal to follow an unlawful order or directive does not constitute insubordination.)
- b. Dishonesty when it undermines the *trust* and confidence required in an *employment relationship*.
- c. Offensive or abusive conduct toward other employees, students, or the public.
- d. Misuse, theft, destruction or mishandling of District property, or property of employees or students of the District.
- e. Offering anything of value, or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- f. Unauthorized possession of opened alcoholic beverage containers or drinking alcoholic beverages or being *under the influence* while on the job.
- g. Unauthorized possession of unlawful drugs, or being under the influence of drugs not prescribed by a physician, while on the job.
- h. Engaging in political activities during assigned hours of employment.
- i. Immoral conduct.
- j. Conviction of a crime of violence or moral turpitude or a serious crime where the nature of the crime is such that it will indicate that the employee is a poor employment risk for the particular job which he/she holds in the District.
- k. Conviction of a sex offense as defined in the Education Code Section 87010. Note: an employee convicted of a sex offense as defined in the Education Code shall be dismissed.

- l. Conviction of a narcotics offense as defined in the Education Code Section 87011. Note: an employee convicted of a narcotics offense as defined in the Education Code shall be dismissed.
- m. Knowingly falsifying any information supplied to the District including but not limited to information supplied on application forms, employment records, and other records.
- n. Any willful failure of good conduct tending to injure the public service or its reputation with particular regards to students.
- o. Abandonment of position, which shall be interpreted to mean an absence without continued notification in excess of five (5) working days except in case of dire emergency.
- p. Advocacy of the overthrow of federal, state, or local government by force, violence, or other unlawful means.
- q. Failure to report for review of criminal records or for a health examination after due notice.
- r. Sexual harassment of any student, employee, member of the Board of Trustees, or any member of the public while on any of the District campuses or facilities as prohibited in Board Policy 4112.2.

7.4 Notice of Disciplinary Action

An employee recommended for disciplinary action shall be served with a notice of recommended disciplinary action which shall, in ordinary and concise language, set forth the following information:

- a. A statement of the nature of the disciplinary action being recommended (e.g., suspension without pay, demotion, dismissal).
- b. The specific causes and charges for disciplinary action.
- c. A statement of the specific acts or omissions on which the causes are based. If a violation of a rule, policy, or regulation of the District is alleged, the rule, policy or regulation shall also be stated.
- d. Information about the employee's right to present information relative to the causes and charges for disciplinary action at a Pre-Disciplinary Conference (commonly called a "Skelly review meeting"), which shall take place *as soon as possible* after receipt of the notice.
- e. The date, time, and place of the Skelly review meeting.

- f. The employee's right to contact CSEA concerning representation and to be accompanied by a representative of the employee's choice.

7.5 Disciplinary Procedure

- 7.5.1 At the Skelly review meeting, the employee shall be provided an opportunity to respond to the notice to the Superintendent/President or designee. An employee shall have the right to representation at any such meeting. At the conclusion of the Skelly review meeting, the Skelly Review Officer shall forward his or her recommendation to the Superintendent.
- 7.5.2 After the employee has had an opportunity to respond to the notice of recommended disciplinary action or has not requested such an opportunity to respond, the Superintendent shall determine whether to proceed with the recommendation for disciplinary action. In the event that the Superintendent/President determines to recommend disciplinary action, such recommendation shall be submitted to the Board of Trustees.
- 7.5.3 The Board of Trustees may accept, modify or reject the recommendation for disciplinary action. In the event that the Board of Trustees takes action to impose discipline, such disciplinary action shall be implemented on the day following the Board of Trustees' action.
- 7.5.4 No disciplinary action shall be implemented prior to action by the Board of Trustees. However, the District may initiate an immediate suspension without pay pending final disciplinary action by the Board of Trustees when reasonable cause exists to believe the suspension is to protect the best interest of the District. In the event the District immediately suspends an employee without pay, the District shall provide the employee with a notice of disciplinary action within (3) *business days* after the unpaid suspension. An employee shall have the right to respond to the immediate unpaid suspension and to the notice of disciplinary action as set forth in Section 13.4 above.

7.6 Progressive Steps in the Discipline Process

7.6.1 Discipline for Performance-Related Causes

In connection with discipline for the Performance-Related Causes set forth in Section 7.3.1 above, progressive steps shall be used to assist the employee and give the employee an opportunity to improve and correct any conduct or performance that negatively affects his or her job performance. Progressive steps may be repeated as deemed appropriate by the District.

Prior to disciplining an employee for the Performance-Related Causes set forth in Section 7.3.1 above, the District shall, at a minimum, have provided the employee with a Conference Memorandum and a Written Reprimand.

A supervisor shall meet with an employee to discuss any concerns about the employee's conduct or performance. The meeting shall be documented with a Conference Memorandum. The Conference Memorandum should be prepared after the meeting and summarize the discussion which took place at the meeting. A copy of the Conference Memorandum shall be given to the employee within 10 working days of the conference and the original retained by the supervisor. The employee may submit a written response to the Conference Memorandum within 10 work days of receipt. On request, the supervisor shall acknowledge receipt of the response. The Conference Memorandum shall not be placed in the employee's personnel file except as provided below.

A Written Reprimand will not be given to an employee unless he or she has been given a Conference Memorandum relating to the subject matter of the Written Reprimand within the previous 12 months and given a chance to improve his conduct or work behavior. A copy of the Conference Memorandum, and any reply, shall be attached to the Written Reprimand.

Following the issuance of a Written Reprimand, the supervisor shall meet with the employee and with input from the employee develop a written Performance Improvement Plan which will set specific recommendations for improved performance and specific time periods for that improvement. The supervisor shall review with the employee any assistance the supervisor might be able to provide the employee. The Performance Improvement Plan shall include any assistance the supervisor will provide the employee. Upon completion, the Performance Improvement Plan shall be forwarded to the Office of Human Resources and attached to the Written Reprimand.

7.6.2 Discipline for Misconduct-Related Causes

The procedures set forth in Section 7.6.1 do not need to be followed for discipline related to the Misconduct-Related Causes set forth in Section 7.3.2 above. In connection with the Misconduct-Related Causes, the District may take action appropriate to the misconduct, which may range from an oral warning to dismissal depending on the severity of the misconduct. The District may use the steps set forth in Section 7.6.1 for such misconduct as it deems appropriate.

7.8 In imposing discipline under this Article 7.2, the District shall not rely upon any written reprimand, any document memorializing an oral reprimand or warning or any formal complaint against the unit member which is not contained in the unit member's personnel file.

ARTICLE VIII - ORGANIZATIONAL SECURITY

8.1 MEMBERSHIP AND DUES DEDUCTIONS

District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District and its agents shall refer all employee questions about CSEA, dues, the membership application, or withdrawal of membership to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause.

The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database.

The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues. There shall be no charge by the employer to CSEA for regular membership dues deductions.

8.2 HOLD HARMLESS PROVISION

CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

The Association shall have the exclusive rights to decide and determine whether any such action or proceeding referred to in this Section shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE IX - EMPLOYEE BENEFITS

9.1 BENEFITS

Effective upon entering into a contract with a health plan provider the District will provide unit members with the health plan, as described herein. The District shall contribute up to an annual maximum amount of \$8500 towards District medical, dental, including domestic partners. The District shall allow employees whose spouses or domestic partners also work for the District to combine the District's annual maximum contribution amount towards District medical, dental and vision insurance.

Employees hired prior to July 1, 1997, shall be eligible to purchase cancer insurance, life insurance (up to \$50,000) or other mutually agreed upon plans. Insurance carriers and/or the health plans may be changed by mutual agreement of the District and Association.

2018-2019: Increase the District's annual maximum contribution of \$8,500.00 towards medical, dental, and vision insurance by 1,250.00 to equal a total of \$9,750.00, effective January 1, 2019.

2019-2020: Increase the District's then annual maximum contribution of 9,750.00 towards medical, dental, and vision insurance by \$500.00 to equal a total of \$10,250.00, effective January 1, 2020.

2020-2020: Increase the District's then annual maximum contribution of \$10,250.00 towards medical, dental, and vision insurance by \$500.00 to equal a total of \$10,750.00, effective January 1, 2021.

2021-2022: Increase the District's annual maximum contribution of \$10,250.00 towards medical, dental, and vision insurance by \$500.00 to equal a total of \$11,250.00, effective July 1, 2021.

2022-2023: Increase the District's annual maximum contribution of \$11,250.00 towards medical, dental, and vision insurance by \$500.00 to equal a total of \$11,750.00, effective July 1, 2022.

2023-2024: Increase the District's annual maximum contribution of \$11,750.00 towards medical, dental, and vision insurance by \$500.00 to equal a total of \$12,250.00, effective July 1, 2023.

9.2 SUPPLEMENTAL DOLLAR AMOUNTS

The District's supplemental dollar amount for additional coverage shall not exceed the following maximums:

- A. Unit members are eligible to receive the dollar amount annually relisted in Appendix B
- B. Eligible retirees ages 55 up to 65 years, upon proof of employee only medical and dental insurance coverage in an authorized plan are

entitled to receive a stipend as set out in Section 9.6.

- C. All other retirees are not eligible to receive a supplemental dollar amount or a stipend.

If the District's dollar contribution to each eligible unit member or retiree medical plan referred to in Section 9.1 above, is increased either by State or Federal Law, the amount of the supplemental dollar amount to be paid by the District shall be reduced in a like amount.

For purposes of collective bargaining, it is agreed that the status quo during negotiations for a successor agreement shall be defined as the dollars amounts set forth herein.

9.3 ELIGIBILITY OF EMPLOYEES WORKING IN LESS THAN 100% ASSIGNMENTS

No employee whose assignment is less than 50% shall be entitled to any health and welfare benefits. A unit member whose assignment is 50% or more shall be eligible to receive the Benefits set forth in Section 9.1 and 9.2 above.

9.4 TERMINATION OF THE PERS HEALTH PLAN

The Health Plan Program may be terminated at any time by the District if the District's supplemental dollar payment for eligible unit members or retirees is challenged by the filing of a law suit by any person, agency or organization or if the supplemental dollar program is ruled not to be in compliance with the Health Plan by a court of competent jurisdiction or the health care provider.

9.5 REPLACEMENT HEALTH PLANS

In the event the District or the health plan provider terminates the District's participation in the Health program, the District shall attempt to find a suitable Preferred Provider option, a Health Maintenance option and if possible an indemnity medical option. The District shall make a good faith effort to contract with these providers. The parties agree that continuity of medical insurance coverage for eligible unit members and retirees is of paramount importance and that the District may contract with other health insurance carriers prior to meeting and negotiating with the Association. Nothing herein shall be deemed to be a waiver of the Association's right to seek subsequent changes of health insurance carriers or improvements to medical plans implemented by the District as a replacement to the Health program. The District shall meet with the Association upon request to negotiate any need changes to the replacement plans at the earliest possible date.

9.6 RETIREES

Upon termination of the District's participation in the PERS medical insurance plan, the District shall have no further obligation for payment of retiree's PERS medical benefit of \$16.00 a month (\$192.00 per year).

When an employee who is employed by the District at the time the employee retires from the District under the Public Employee Retirement System on or after reaching the age of fifty-five (55) shall be entitled to receive a medical contribution stipend in a dollar amount equal to the amount the retiree actually pays for employee only medical and dental insurance plans offered by the District up to the maximum stipend provided employees as

follows:

- a. After ten (10) years of continuous service in the District shall receive the stipend for eight years (8) or up to age 65, whichever occurs first.
- b. After twenty (20) years of continuous service in the District shall receive the stipend for ten (10) years or up to age 65, whichever occurs first.

Employees who retire and are eligible to receive the stipend shall pay the cost of employee only medical and dental insurance coverage in the manner required by the District's authorized insurance carrier. Upon proof of payment or proof of a continuing obligation to pay submitted to the District in a manner acceptable to the District, the District shall pay the stipend to the eligible retiree on a monthly basis.

Retirees 65 or over may maintain employee and/or dependent medical coverage by paying the cost of medical and/or dental insurance in advance in a manner acceptable to the Health plan administrator or the District if the current health plan administrator is not involved. Retiree coverage is subject to the approval by the appropriate insurance carriers. If coverage is not granted by the insurance carrier, a retiree's payment for coverage shall be returned as soon as possible. (See Appendix D.)

Cancellation: Retirees and/or spousal health insurance coverage shall be cancelled if a premium payment is not received in accordance with the health plan's procedures.

9.7 LEAVE OF ABSENCE

The District shall continue to contribute toward an eligible unit members health benefits while that unit member is on fully-paid leave status, in the same manner as if the employee had remained in regular service.

Employees on District approved, non-paid leaves of absence may elect to continue coverage for themselves and dependents by mailing the entire premium payment required for coverage, made payable to the Beverly Hills Unified School District or any company designated by the District. This payment must be submitted in accordance with the procedure established by the District's Business Office.

Cancellation: The employee's (and dependents) insurance coverage under the District's health insurance programs shall be cancelled if the leave expires and the employee does not return to active duty or if a premium payment is not received in accordance with the health plan's procedures.

ARTICLE X - VACATION

10.1 SCHEDULING

Vacations shall be scheduled at times requested by bargaining unit employees insofar as possible within the District's work requirements. Normally vacations will be scheduled when school is not in session. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference. Requests for three or more consecutive days of vacation must be submitted to the employee's supervisor for approval by May 30 of the preceding school year. Requests for vacation of one to two consecutive days of vacation must be submitted to the employee's supervisor for approval at least ten (10) days in advance. If the vacation cannot be scheduled as requested, the employee and the supervisor shall work together to find an alternative vacation schedule that is mutually acceptable.

10.2 ELIGIBILITY

10.2.1 FULL-TIME EMPLOYEES: An employee covered by this Agreement, working 5 days and 40 hours per week for a work year, and who is in paid status for more than one-half of the work days each month, shall be credited with five-sixths of a day vacation for each month of service.

10.2.2 PART-TIME EMPLOYEES: An employee covered by this Agreement, working less than full-time, shall be credited with vacation days in the same ratio that his/her employment bears to full-time employment.

10.3 LONGEVITY VACATION ALLOWANCE

A full-time employee covered by this Agreement shall be credited with one day of vacation per calendar month of service, or major portion thereof, plus one (1) day per year for each year following six (6) years of service, through the fourteenth (14) year of service. Thereafter, employees who have rendered twenty (20) complete years of service to the District shall be granted two (2) additional days of vacation. (Total 22 days)

10.4 PAID VACATION

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year in which it was earned.

10.5 VACATION PAY

The rate of pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

10.6 VACATION PAY UPON TERMINATION

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

10.7 VACATION CARRY-OVER

Employees are required to use at least half of their annual allotment of vacation days each school year. Eleven and twelve month employees may accumulate half of their annual allotment for use in the following year or be paid for that number of days in the last pay check of the fiscal year. Employees working ten months or less may be paid for up to half of their annual allotment in the last pay check of the fiscal year.

If for any reason a bargaining unit employee is not permitted by the District to take all or any part of his/her annual vacation, the employee shall be permitted to accumulate the amount not allowed to be taken for use in the following year or to be paid for that number of days in the last pay check of the fiscal year.

10.8 MAXIMUM ACCRUAL:

The total maximum number of vacation days that unit members may hold in accrual on July 1 of each year shall not exceed twenty five (25) days. Any unit member who has more than twenty five (25) vacation days as of June 30, 2012, shall retain the number of days previously accrued and shall not be required to take or sell back any days exceeding twenty five (25). Beginning in fiscal year 2012-2013 these unit members shall not carry over any additional vacation days and shall use 50% or more of their yearly allotted vacation by the end of the fiscal year and be paid for the remainder.

10.9 PAY FOR UNUSED VACATION:

Unit members opting to be paid for unused vacation shall provide the District with written notice no later than May 30. The maximum number of days that a unit member may request for which to be paid in any one fiscal year shall be no more than eleven (11) days.

10.10 VACATION INTERRUPTION

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

10.11 HOLIDAYS

When a holiday falls during the scheduled vacation a bargaining unit employee, that day will be not be treated as a vacation day.

ARTICLE XI - HOLIDAYS

- 11.1 SCHEDULED HOLIDAYS: The District agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day - January 1

Martin Luther King, Jr. - 3rd Monday in January

Lincoln's Birthday - February 12 (Observed on the Friday before President's Day)

Washington's Birthday (President's Day) - 3rd Monday in February

Memorial Day - the last Monday in May

Independence Day - July 4

Labor Day - the first Monday in September

Admission Day - September 9 (or substitute therefore as determined by the District)

Veteran's Day - November 11

Thanksgiving Day - the Thursday proclaimed by the President and the following Friday

Christmas Day - December 25

- 11.2 ADDITIONAL HOLIDAYS:

Unit members who retire from active service under the STRS or PERS Retirement System shall be entitled to receive the basic District retiree medical contribution of \$16.00 a month (\$192.00 per year) toward the purchase of a retiree-only PERS medical benefit so long as the District continues to participate in the PERS health insurance plan. Upon termination of the District's participation in the PERS medical insurance plan, the District shall have no further obligation for payment of retiree's medical contribution.

All days appointed by the Governor for a public fast, thanksgiving, or holiday on which the Governor provides that the schools shall close. All days appointed by the President as a public fast, thanksgiving, or holiday, unless it is a special or limited holiday. (Source Ed. Code 37220 (11) and (12).

During the 1997-98 school year each unit member shall receive one paid floating holiday. This holiday must be scheduled to be taken prior to June 30, 1998. This holiday has no cash value and the day cannot be carried over to a future year.

During the 1998-99 school year each unit member shall receive one paid floating holiday. This holiday must be scheduled to be taken prior to June 30, 1999. This holiday has no cash value and the day cannot be carried over to a future year. At the expiration of this contract on June 30, 1999, this benefit will expire and absent a written agreement to the contrary will not be continued.

- 11.3 HOLIDAYS ON SATURDAY OR SUNDAY: When a holiday as defined in this Article falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday; when a holiday as defined in this Article falls on Sunday the following workday not a holiday shall be deemed to be that holiday.

11.4 HOLIDAY ELIGIBILITY

- 11.4.1 Except as otherwise provided in this Article an employee must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 11.4.2 Employees in the bargaining unit who are not normally assigned to duty during the school recesses of winter and spring vacation periods shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.

ARTICLE XII - LEAVES

12.1 BEREAVEMENT LEAVE

Employees shall be granted a leave with full pay in the event of the death of any member of the immediate family of the employee or spouse. An employee shall be granted up to three (3) work days for bereavement purposes. If travel to location of death or interment is 300 miles or more, or out of state, two (2) additional working days shall be allowed. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, grandchild, step-parent, stepson, stepdaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or any relative of either spouse living in the immediate household of the employee.

12.2 JURY DUTY

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty, shall not be considered in the amount received for jury duty. Not more than 2% of the Classified staff shall be granted Jury Duty Leave at any one time. The District shall be notified as soon as the employee receives such notification. The unit member shall present verification of summons and jury duty service.

12.3 MILITARY LEAVE

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

12.4 SICK LEAVE

12.4.1 Leave of Absence for illness-or injury: An employee employed five (5) days a week, twelve (12) months a year by the District, shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

12.4.2 An employee employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

12.4.3 An employee employed for less than five (5) days a week is entitled to that portion of twelve (12) days leave of absence per year for illness or injury, as the number of hours he/she is employed bears to full twelve (12) months, five (5) days per week employment.

12.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

12.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be

accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

12.4.6 Disability due to pregnancy, childbirth, and related medical conditions shall be treated as an illness for the purpose of sick leave.

12.4.7 If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.

12.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this State, employees shall be entitled to the following benefits:

12.5.1 An employee suffering injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

12.5.2 Payment for wages lost on any day shall not, when added to an award granted to employee under the Workers' Compensation laws of this State, exceed the normal wage for the day.

12.5.3 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 the Workers' Compensation laws of this State at the time of the exhaustion of benefits under this Section, 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.

12.5.4 Any time an employee on industrial accident or illness leave is able to return to work and presents a release from the authorized Workers' Compensation physician satisfactory to the District certifying the employee's ability to perform his/her duties and to return to his/her position, he/she shall be reinstated in his/her position without loss of pay or benefits. When an employee has been evaluated as fit to return to work with medical restrictions or for light-duty, the District will attempt to return the employee to work pursuant to Beverly Hills Unified School Districts Return-To-Work-Procedures.

12.6 ENTITLEMENT TO OTHER SICK LEAVE

Upon exhaustion of all accumulated sick leave credit, an employee who continues to be disabled for purposes of illness or injury, shall be compensated at the rate of 50% of the employee's regular salary for a period not to exceed 100 paid days per illness. The paid sick leave provided for under this Section shall include all current and accumulated sick leave but exclude vacation, holidays, compensatory time off or other paid leaves.

12.6.1 EXHAUSTION OF LEAVES AND RE-EMPLOYMENT RIGHTS: A permanent unit member who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The unit member shall be notified in writing that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. When all available leaves, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a re-employment list for a period of 39 months. If at any time, during the prescribed 39 months, the person is able to assume the duties of his or her position the person shall be reemployed in the first vacancy in the classification of his or her previous assignment. The person's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Section 45298 in which case the person shall be ranked according to his or her proper seniority.

12.7 BREAK IN SERVICE

12.7.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.7.2 Upon return from an unpaid leave of absence not to exceed 39 months the break in services shall be disregarded, except that during such time the individual shall not accrue vacation, sick leave, holidays, or other leave benefits.

12.8 PERSONAL NECESSITY LEAVE

Any seven (7) days of absence earned for sick leave under Section 12.4 of this Article may be used by the employee at his/her election, in cases of personal necessity on the following basis:

12.8.1 For circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours.

12.8.2 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 12.1 of this Article.

12.8.3 As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family.

12.8.4 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness.

12.9 CHILD REARING LEAVE

An employee who is the natural or adoptive parent of a child may request an unpaid leave of absence for the purpose of rearing his/her child. The District shall grant such request for leave for a maximum period of one year, and may be renewable for a one year period.

12.9.1 Paid Child-Bonding/Parental Leave

- 12.9.1.1. Effective January 1, 2017, as provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.
- 12.9.1.2. For purpose of this section, “parental leave” shall be defined as leave for reason of the birth of the unit member’s child, or the placement of a child with the unit member for adoption or foster care.
- 12.9.1.3. Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.
- 12.9.1.4. When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he/she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Such 50% pay shall be paid as set forth in Section 12.6 above but shall not count against the leave entitlement set forth in that Section. In order to use 50% pay, the unit member must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
- 12.9.1.5. Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.
- 12.9.1.6. A unit member shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.
- 12.9.1.7. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.
- 12.9.1.8. Except for extenuating circumstances a unit member shall give at least thirty (30) calendar days’ notice of the birth of a child and intent to take

parental leave under this section. Leave shall be taken in increment of at least two (2) weeks' duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

12.9.2. UNPAID CHILD REARING LEAVE

An employee who is the natural or adoptive parent of a child may request an unpaid leave of absence for the purpose of rearing his/her child. The District shall grant such request for leave for a maximum period of one year, and may be renewable for a one year period.

12.10 GENERAL LEAVES

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee.

12.11 FAMILY AND MEDICAL LEAVE

Eligible unit members shall be entitled to unpaid leave under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) as provided by law. Eligible unit members may take up to twelve (12) workweeks of family leave in a fiscal year, July 1 through June 30, for a qualifying reason.

ARTICLE XIII - SAFETY CONDITIONS OF EMPLOYMENT

- 13.1 Employees shall report to their immediate administrator any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel which occurs at any time or place in any way related to school activity. Employees shall complete reports as required by the District relating to such incidents and shall be notified of the action taken.
- 13.2 The District acknowledges reasonable responsibility for the safety of its employees as stipulated in the Education Code, State and Federal Law. As they become aware of unsafe conditions, employees shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act and of the District's relevant safety, fire and liability insurance programs. No employee shall be required to utilize equipment or continue to utilize equipment which poses a clear safety hazard to that employee or others. Safety devices provided by the District shall be worn or used by the employees.
- 13.3 The District shall appoint a District Civil Disaster and School Safety Director. The Association President or designee may meet with said Director upon request to discuss matters of concern to employee safety. Individual school Safety Committees shall include a unit representative. The District shall post appropriate safety rules for unit employees.
- 13.4 In the event a unit employee is injured in the performance of his or her regular assignment, or District sponsored activity, a State Compensation Insurance Fund Report of Industrial Injury must be completed and filed with the school secretary within twenty-four (24) hours.
- 13.5 There shall be a District Safety Committee composed of three members appointed by the District and three members appointed by CSEA. The Committee shall meet at least three times per year or as needed to review specific issues concerning compliance with safe working conditions and/or District safety rules. Unit members on the committee will be released from duty without loss of pay for meetings held during their regular work hours. In addition, the Maintenance and Operations Director shall meet with the Maintenance Department, upon request of either party, as the need arises and at a time convenient to each party to maintain appropriate safety rules and to discuss safety problems.
- 13.6 Employees who work at night shall be given the number of an operative telephone night line, in order to receive emergency telephone calls.
- 13.7 No bargaining unit employee shall be required to work with asbestos or in areas where asbestos is friable. The District shall remove and/or encapsulate asbestos in work areas.
- 13.8 Bargaining unit employees shall have the right and the duty to report any unsafe condition, facility, or equipment within the employee's knowledge.

ARTICLE XIV - HOURS AND OVERTIME

14.1 WORK WEEK

The work week shall consist of five (5) consecutive days of eight hours per day and forty hours per week. This Article shall not restrict the extension of the regular day or week on an overtime basis when such is necessary to carry on the business of the District.

14.2 WORK DAY

The length of the work day shall be designated by the District for each classified assignment. Any new employee of the District shall be notified prior to the commencement of his/her employment of the length of his/her work day and work year. Each bargaining unit member shall be assigned regular minimum number of hours per day.

Should the District need to change the work day or start time of an employees or group of employees on a permanent basis, the District shall notify the employee(s) and CSEA in writing. Should the employee agree with the change, it may be implemented immediately, and CSEA shall waive its ability to negotiate the decision. Should there not be mutual consent, CSEA shall have five (5) working days to provide written notification to the District of its intent to negotiate the change. In order to ensure District flexibility in managing District programs, such as the District food services program, the district may elect to implement a change in work day or start time on a temporary basis during any period of negotiations regarding such change.

14.3 PART-TIME ASSIGNMENTS

Any member of the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted to reflect the longer hours.

14.4 REST PERIODS

All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Thus, an employee working six (6) hours or more on a regular day shift assignment will receive a fifteen (15) minute mid-morning rest period and a fifteen (15) minute mid-afternoon rest period. Rest periods of a total of thirty (30) minutes on evening or special work shifts may be scheduled to the mutual convenience of the employees and supervisors. Certain specific time periods may be designed only when the duties of the position require someone to be present at all times.

14.5 VOTING TIME OFF

If an employee's work schedule is such that it does not allow sufficient time to vote, the District shall arrange to allow sufficient time for voting by the employee without loss of pay.

14.6 COMPUTATION OF TIME WORKED

For the purpose of computing the number of hours worked, the time during which an employee is excused from work because of holiday, sick leave, vacation, or other paid

leave of absence shall be construed as hours worked.

14.6.1 NEGOTIATION TEAM MEMBER

Any member of the CSEA negotiating team who works a late schedule, shall have all time spent negotiating recognized and credited as regular work hours.

Example: If an employee works the 1:00 pm to 9:30 pm shift and they negotiate 8:00 am to 12:00 pm, they shall upon conclusion of negotiations take a one hour lunch break and then report to their site to complete the remaining 4 hours left of their shift.

14.7 OVERTIME

Overtime is defined to include any time required to be worked in excess of eight hours in any one day and in excess of forty (40) hours in any calendar week. If a governing board establishes a workday of less than eight hours but seven hours or more and workweek of less than 40 hours but 35 hours or more for all its classified positions or for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime. The foregoing provisions do not apply to classified positions for which a workday of fewer than seven hours and a workweek of 35 hours has been established, nor to positions for which a workday of eight hours and a workweek of 40 hours has been established, but in which positions employees are temporarily assigned to work fewer than 8 hours per day or 40 hours per week when such reduction in hours is necessary to avoid layoffs for lack of work or lack of funds and the consent of the majority of affected employees to such reduction in hours has been first obtained.

14.7.1 OVERTIME COMPENSATION

All overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work performed (Ed. Code 45128).

14.7.2 OVERTIME DISTRIBUTION BY SENIORITY

Overtime shall be distributed on a rotating seniority basis to qualified permanent bargaining unit employees within the same classification of each department. An employee who accepts an overtime assignment shall be expected to maintain his/her full regular work assignment prior to and following the overtime assignment.

14.7.2.1 With the exception of employees in the Maintenance Department, if a "lead" or "senior" classification exists alongside a position without a "lead" or "senior" designation, the "lead" or "senior" position shall be included in the rotation with positions without such designations. Based upon the needs dictated by the overtime assignment, overtime may be distributed first to individuals with specialized skills or knowledge before going to seniority based distribution at the District's discretion. The District shall ensure that District-provided training will be provided to all individuals within the same job classification within a reasonable time frame.

14.7.2.2 Classification overtime lists shall be posted at each school site and the Maintenance and Operations Office. Seniority Lists shall be established in the areas of Maintenance and Operations and Food Services by classifications and shall apply only to the site of employee's current assignment. Should the assignment require additional employees beyond those assigned and available at the affected school site, it shall be offered to employees from other sites in the same classification. Employees shall be given a copy of the list on which the employee's name appears.

Once classification lists are established by seniority, overtime assignments will be made on a rotational basis. In establishing the rotation, a rejection shall constitute an assignment and the employee's name shall be moved to the bottom of the priority list.

14.7.2.3 Assignment of extra hours for part time employees shall be distributed in the same manner as overtime assignments for full time employees. Substitutes and Temporary workers shall not receive extra hours unless all permanent employees decline the offer or unless all eligible employees are already assigned to work during the time when extra hours are needed.

14.7.2.4 No employee shall be eligible for overtime when another employee in the same classification, regardless of seniority, can complete the assignment at his/her regular rate of pay.

14.7.2.5 In order to be eligible for the assignment of overtime, the employee must not be absent from work because of sick leave or other paid leave of absence (excluding holidays and vacations) on the working day immediately preceding the overtime assignment.

If an employee is absent on the working day immediately succeeding an overtime assignment, the employee shall be removed from the overtime rotation for one full rotation unless a doctor's note or other legal document which provides certification of the employee's legitimate, unexpected, and unavoidable need to be absent, shall be provided.

If all other eligible employees decline an overtime assignment, an employee with a previously scheduled and approved absence on the day before or after an overtime assignment shall be eligible for the assignment of overtime with the approval of the employee's supervisor.

14.7.2.6 Work assignment begun during the normal work day which may require overtime work to either finish the assignment or to secure the work in a safe manner, shall be done by the assigned employees. These overtime hours shall not be subject to rotation.

14.8 RECALL TIME

Any employee recalled to work at the completion of his/her regular assignment shall be

ARTICLE XIV
CSEA Agreement

guaranteed and compensated for at least two (2) hours of work at a rate of one and one-half times the employee's regular rate of pay.

An employee who is called in to work 2 hours or more prior to the beginning of his regular shift and returns home after completion of the job shall be compensated in accordance with Section 14.9 of the Agreement. An employee who remains at work, after being called in early, and works through his regular shift, shall be compensated from the time he receives the call to report to work in accordance with Section 14.6 of the Agreement.

14.9 WORK ON HOLIDAYS

All hours worked on holidays designated by this Agreement shall be compensated at two and one-half times the regular rate of pay (regular holiday pay plus one and one-half times the hours worked). There shall be no pyramiding of overtime or bonus pay in this Agreement.

14.10 LUNCH PERIODS

All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for three and three-quarter hours. The length of time for such lunch period shall be for a period of no longer than one hour and no less than one-half hour and shall be scheduled for full-time employees at or about the mid-point of each work shift.

The District shall make every effort to see that all classified employees are provided with an uninterrupted lunch period.

Personnel will be expected to leave their radios on during their working shift. This includes morning and afternoon breaks as well as lunch time.

As a resolution to a potential conflict arising from a call during these periods personnel contacted during these periods for District business shall be compensated for 30 minutes of additional time to be credited to the employee at the regular rate of pay, or compensatory time off, at the option of the employee.

14.11 COMPENSATORY TIME OFF

14.11.1 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 6 of this Article.

14.11.2 Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.

ARTICLE XV - SALARIES

15.1 Effective June 30, 2018, eliminate the salary formula.

Effective July 1, 2018, apply a 4.72% increase to the salary schedule.

Effective July 1, 2019, apply a 4.82% increase to the salary schedule.

Effective July 1, 2019, issue a one-time off schedule bonus equal to 0.54 of base salary.

Effective July 1, 2020, apply a 4.92% increase to the salary schedule.

Effective July 1, 2021, the 2021-2022 school year classified salary schedule shall be increased by 2.5%

Effective July 1, 2022, the 2022-2023 school year classified schedule shall be increased by 2.5%

Effective July 1, 2023, the 2023-2024 school year classified schedule shall be increased by 2.5%

15.2 LONGEVITY

Each employee shall be entitled to compensation in addition to his/her regular salary, based upon the number of years of continuous service with the District, and calculated based on a percentage of an employee's regular monthly salary, as follows:

	<u>per month</u>
After ten years of service:	1.6%
After fifteen years of service:	2.4%
After twenty years of service:	4.0%

15.3 NIGHT DIFFERENTIAL

A bargaining unit employee assigned to night work shall be paid a four percent (4%) nightshift differential in addition to their regular base salary commencing at the beginning of their shift. See Appendix B-2

15.4 SALARY INCREMENT

Any employee hired between July 1 and October 31 of the year shall be eligible for his/her automatic salary increment on the following July 1. Any employee hired after October 31

shall be eligible for his/her automatic increase, eight (8) months after his/her date of hire. Thereafter, all employees shall receive the established increment each July 1 until the maximum salary for his/her appropriate classification is reached.

15.5 TRUCK ALLOWANCE

Those classified Maintenance Department staff who are designated to provide and use their personal trucks for District business shall be paid a monthly allowance of \$400.00.

15.5.1 Such truck allowance is limited to those employees who are actually assigned to drive a truck as a regular part of their work for the District. Employees who are on a leave of absence (paid or unpaid) for all of a given month, or who are reassigned to a job in which a truck is no longer required as a regular part of the job, shall not receive the truck allowance for such month(s).

15.5.2 If the District reassigns an employee on a permanent basis to a position which does not require the driving of the truck on a regular basis, the District agrees to offer to purchase the truck from the employee for an amount equal to the retail Blue Book value. If the employee does not accept the District's offer to purchase the truck within 30 days, or at the time the District purchases the truck from the employee, the allowance shall terminate.

15.5.2.1 If the District suspends the truck allowance, notification will be provided to the association and those members effected by this change 30 days prior to the suspension of the allowance. The District will be responsible in providing transportation to these employees that are required to use their vehicles for their work.

15.5.3 If the District suspends the truck allowance for three or more separate occasion in any one calendar year, the District shall follow the procedure in 15.5.2.

15.5.4 An employee who accepts a promotion to a non-truck driving position or who initiates a transfer to a non-truck driving position, or who resigns or is terminated for cause, shall no longer receive a truck allowance or the purchase option described in Section 15.5.2.

15.6 Any employee in the bargaining unit required and authorized to use his/her own vehicle (and who does not receive a truck allowance) on district business shall be reimbursed at the rate per mile authorized by the Board of Education for all miles driven on behalf of the District.

15.7 TOOLS AND UNIFORM ALLOWANCES

All classified employees, as covered by this agreement, shall be required to wear a distinctive uniform, the likeness of which shall be determined by a uniform committee made up of two district employees and two bargaining unit members. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems, and

cards required by the District shall be borne by the District. Each classified employee shall be provided with the following:

Required

Six (6) Shirts

Six (6) Pants

One (1) pair of safety shoes*

Required

One (1) Jacket

One (1) Hat

*Safety shoes are defined as shoes constructed with impact-resistant toes and non-skid soles.

All uniforms and shoes will be provided by the School District. Within 30 days of employment to the District the new employee will have shoes and uniforms provided. The District will have sole digression in choosing the vendor.

Should an employee be unable to wear the approved uniform for his/her position due to allergies or other medical conditions, the employee shall be required to submit medical documentation articulating the specific restrictions (e.g., specific type of material that the employee is unable to wear) and the requested accommodations. The District shall then review the requested accommodations to determine whether or not such accommodations are reasonable. Absent medical documentation and agreed upon accommodations, all unit members shall be required to wear the approved uniform during all assigned working hours.

- 15.8 Any employee assigned duties not a part of his/her classification for a period exceeding 5 working days within 15 days (calendar) shall have his/her salary adjusted upward for the entire period of assignment.
- 15.9 Errors in current salary schedule placement shall only be corrected during the fiscal year in which they are discovered, and any such corrections shall only apply to that fiscal year.
- 15.10 Employees who are required to attend any type of training to maintain their position with the District shall be compensated at their regular rate of pay or at an overtime rate, whichever would apply.

ARTICLE XVI - TRANSFERS

16.1 JOB SITE TRANSFERS

The District may transfer an employee from one position to another in the same class to insure the efficient operation of the District. The transfer shall be made without change in salary rate, anniversary date, accumulated illness leave, accumulated vacation credit or in any other manner reflecting adversely upon the monetary rights of the employee. However, transfer shall not be used to alter the incidence of an impending layoff. Reasons for any transfer which is not voluntary shall first be discussed with the employee by his immediate supervisor. Upon request of the employee, there shall be a meeting to discuss the transfer between the employee, a representative of the Association, the supervisor and other District representative, if any.

16.2 LATERAL TRANSFERS

When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to regular employees serving the same classification elsewhere in the District. Vacancies shall be posted by the District for not less than six (6) working days at all work locations prior to being filled. All employees in the same classification may apply for transfer to that position by filing a written notice with the Personnel Department of the District. All other things being equal, seniority within the classification shall be the controlling factor when two or more employees apply for a transfer to the same position. In the event that two or more employees have the same seniority, the employee to fill the position shall be selected by the site administrator or supervisor.

16.2.1 Any eligible employee on leave during the posting period, who has filed a written request with the Personnel Department, shall be mailed a copy of the notice by first class mail on the date the position is posted.

16.2.2 An employee on leave who has filed a written request referred to above, shall have the right to have a designee file the transfer request on the employee's behalf.

16.3 MEDICAL TRANSFERS

When an employee has been certified by a District designated doctor as being medically unable to fully perform all of the duties of that employee's job assignment, the District may assign alternate work to the employee if it is available during such periods of medical disability. The alternate work may constitute a lateral transfer to the same or a related class or a demotion. In the event the alternate work constitutes a demotion, the assignment will only occur if the employee agrees to the demotion.

16.4 HIRING

No permanently vacant bargaining unit position shall be filled by a substitute employee for a period longer than 60 working days.

16.4.1 When the District intends to temporarily fill a permanently vacant bargaining unit position the District shall give first consideration to a permanent District employee in a lower classification provided the employee possesses the minimum

qualifications to fill the higher classification and whose last performance evaluation was satisfactory or better. The District reserves the right to return the employee to the lower class at any time and fill the position either temporarily or permanently with another employee or other candidate.

16.4.2 The District shall maintain a list of existing ten (10) month employees who are interested in being considered for substitute work during the winter, summer and spring breaks when the employee is not scheduled to work in the employee's permanent classification. Interested existing employees shall notify the Personnel Department in writing of the specific jobs they wish to be considered for together with proof that the employee possesses the minimum qualifications for the job.

16.4.3 When the District has a permanent employee on an authorized leave that will last for one semester or more, the District shall give first consideration to qualified interested employees to serve in the temporarily vacant higher classification if a need exists to fill such temporary vacancy. Where two or more qualified employees are considered by the District to be equally deserving to serve, the qualified employee at the school site that has the temporary vacancy shall be given the opportunity to serve in the temporary vacancy. The District may at its discretion select any person for or remove any person from a temporary vacant position and fill the position with another qualified person.

16.5 PROMOTION

Employees in the bargaining unit may apply for any job vacancy within the bargaining unit which can be considered a promotion.

16.5.1 Any eligible employee on leave during the posting period, who has filed a written request with the Personnel Department, shall be mailed a copy of the notice by first class mail on the date the position is posted.

16.5.2 An employee on leave who has filed a written request referred to in 16.5.1, shall have the right to have a designee file the promotion request on the employee's behalf.

16.5.3 FIRST CONSIDERATION

Employees who possess the minimum requirements and who pass the District's examination procedures, if any, shall be interviewed for the promotional position prior to the District's interviewing any other candidate. If as a result of reviewing qualifications, examination scores and interview, a District employee and a non-district employee are equal, the employee with the most District seniority shall be selected.

16.6 CERTIFICATION OF RESULTS OF EXAMINATION PROCESS

Within five (5) days following completion of the examination and interview process, the Personnel Department shall certify an eligibility list and notify each applicant of the applicant's standing.

16.7 NOTICE

The job title, a brief description of the position and duties, the minimum qualifications required, job site, number of hours per day, days per week, months per year, salary range, examination procedures and the last date an application will be accepted.

16.7.1 When the District decides to utilize a new examination format to test for a position vacancy, the District will consult with the Association to receive the Association's input prior to giving the examination.

ARTICLE XVII - LAYOFF AND REEMPLOYMENT

- 17.1 Bargaining unit employees shall be subject to layoff for lack of work or lack of funds.
- 17.2 Any reduction in assigned time shall be considered a layoff under the provisions of this Article except as to matters pertaining to the negotiability of a reduction in hours.
- 17.3 NOTICE OF LAYOFF
If the District finds it necessary to lay off any employees or institute a reduction in hours it shall give affected employees a written notice of the action to be taken not less than thirty (30) calendars days prior to the effective date of the layoff or reduction in hours and informed of their rights, if any, to re-employment and right to displace another employee.
- 17.4 ORDER OF LAYOFF
The order of layoff shall be based on the date of hire in that class and higher classes with the least senior being laid off first. Seniority shall be District wide and based on date of hire served in each classification.
- 17.5 BUMPING RIGHTS
Bargaining unit employees who are laid off shall be entitled to exercise bumping rights in that class or the next lower class in which he/she has previously held and shall be placed in that class based on time served in that class and higher classes.
- 17.6 EQUAL SENIORITY
If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the basis of skill and performance of the employees as determined by past performance evaluations.
- 17.7 RE-EMPLOYMENT RIGHTS
Laid off employees are eligible for re-employment in that class from which they were laid off for a period of thirty-nine (39) months and shall be re-employed in the reverse order in which they were laid off. This re-employment shall take precedence over the employment of new applicants for the affected classes. Employees in a laid off position shall have the right to participate in the promotional examinations within the District during the re-employment period. Laid off employees shall notify the District of any change of residence. Failure to do so, may cause the employee to waive the employee's right to re-employment or to compete for a promotional position.
- 17.8 VOLUNTARY DEMOTION OR "VOLUNTARY REDUCTION IN HOURS
Employees who take voluntary demotions or voluntary reduction in hours in the 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 times as vacancies become available within the re-employment period of thirty-nine (39) months. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of lay-off or voluntary reduction in time to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months provided, that the

same tests of fitness under which they qualified for appointment to the class shall still apply.

17.9 RETIREMENT IN LIEU OF LAYOFF

An employee who is to be laid off may elect to accept a service retirement in lieu of layoff pursuant to the provisions of law.

17.10 NOTIFICATION OF RE-EMPLOYMENT RIGHTS

An employee who has been laid off and who has re-employment rights, shall be notified in writing, by certified mail, of position openings. Employees who have been laid off and who request shall be placed on the appropriate substitute list. Such written notice of job openings shall be sent by certified mail to the last address given to the District by the employee. A copy of the letter sent to the employee or a list of affected employees shall be sent to the President of CSEA, Chapter 328. This shall satisfy the District's responsibility to notify the affected party(s).

17.11 EMPLOYEE NOTIFICATION TO THE DISTRICT

An employee shall notify the District of his/her intent to accept or refuse re-employment within ten (10) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work on the date indicated on the re-employment notice. If an employee rejects two (2) job offers, the employee shall be removed from the appropriate re-employment list.

17.12 RE-EMPLOYMENT IN HIGHEST CLASS

An employee who accepts a position lower than the highest position previously held, shall retain the right to regain the higher position if such becomes available within the original thirty-nine (39) month re-employment period.

17.13 IMPROPER LAYOFF

An employee who is improperly laid off shall be reinstated immediately upon discovery of the error provided that the employee brings the error to the District's attention within thirty (30) day notice of layoff period.

ARTICLE XVIII – CLASSIFICATION AND RECLASSIFICATION

- 18.1 “Job Classification” is defined as the assignment of a position to a class, whether new or existing, because of the position’s qualifications, duties, and responsibilities
- 18.2 Reclassification is the upgrading of an employee from his/her existing job classification to a different existing job classification because of a significant change in the regular duties and responsibilities being performed by such employee. Reclassification is not the result of better or excellent performance of the same basic job duties and responsibilities. The amount of money available for salary adjustments due to reclassification shall be subject to collective bargaining.
- 18.3 Whenever an employee, his/her supervisor, or the District believe that there has been a significant change in the regular duties and responsibilities which he/she is performing, any of the above may file a written request to reclassify such position with the District's Assistant Superintendent, Personnel Services, on a form developed for such requests and signed by the member’s supervisor.
- 18.4 Such request shall be referred to the Reclassification Request Review Panel (RRRP), which shall include the District’s Assistant Superintendent, Personnel Services; a management employee selected by the District; and two bargaining unit employees selected by the Association. In the event of a tie vote of the four persons, the Assistant Superintendent, Personnel Services will cast the deciding vote. Reclassification reviews are limited to twice a year (October and April).
- 18.5 Such panel shall meet within thirty (30) days of each review period, and may receive information from the requesting employee and any other sources that they deem appropriate.
- 18.6 Such panel shall, state in writing its decision whether the employee should be reclassified or not. The written decision shall be made when possible within thirty (30) days of the meeting referred to in 18.4.
- 18.7 The written decision of the Panel shall be subject to Board approval. Any change of pay resulting from such reclassification approved by the Board will be effective on the day the request was originally presented to the Assistant Superintendent, Personnel Services for consideration by the Committee.
- 18.8 If the District creates a new job whose primary duties are not included within any existing job classification in the contract, the District will establish a new job classification for such job, and will meet and negotiate with the Association the proper range for that new job classification in light of the ranges set forth in the contract for generally comparable job classifications.

ARTICLE XIX - CONCERTED ACTIVITIES

- 19.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, lock-out or other concerted activities, or refusal or failure to perform job functions and responsibilities or direct interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement, including Association compliance with requests by other labor organizations to engage in such activities.
- 19.2 The District will not authorize or permit any lock-out of members of the unit during the term of this Agreement.
- 19.3 The Association recognizes the duty and obligation of its representations to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down or any other interference with District operation by employees who are members of the Association, the Association agrees to take all necessary steps to cause those involved employees to cease such action. It is agreed and understood that any employee violating this Section may be subject to disciplinary action as described under Article VII of this Agreement.
- 19.4 It is understood and agreed in the event that this Section is violated that the District shall be entitled to withdraw any rights, privileges, services, wages or benefits provided for in the Agreement from any employee and/or the Association. Furthermore, it is agreed and understood that the Association, District employees or members, local or state, who encourage, instigate, or promote such violation, or fail to take all necessary steps to cease such action, will be liable for damages as determined by a court of competent jurisdiction.

ARTICLE XX - SEVERABILITY

- 20.1 If any of the provisions or applications of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall be deemed invalid and not subsisting except to the extent permitted by law but all other provisions will continue in full force and effect.
- 20.2 In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate upon request within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXI - SUPPORT OF AGREEMENT

The District and Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore it is agreed that the Association and the District will support the terms of this Agreement and will not attempt to seek change or improvement of the terms of this Agreement.

ARTICLE XXII - EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions in this Agreement shall prevail over present and past District practices, procedures and regulations, and over State Laws to the extent permitted by State Law, and that in the absence of specific provisions in this Agreement, such practices, procedures and regulations are discretionary with the District.

ARTICLE XXIII - TERM OF AGREEMENT

23.1.1 TERM OF AGREEMENT

This Agreement shall be in full force and effect through June 30, 2024, with the right of each party to select any two (2) articles for reopener negotiations during the 2021-2022 and 2022-2023 school year, with the exception of Article XV – Salaries section 15.1 and Article IX, Benefits.

23.1.2 Calendar

The District agrees that CSEA shall have the right to consult in the development of the classified calendar for all classified unit members.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Approved by formal action of the
Board of Education of the Beverly Hills
Unified School District

Date: July 13, 2021

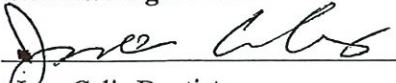
By: Rachelle Marcus
President of the Board

Approved by the employee organization on


Date: July 7, 2021

By: Jose Celis Bautista
President of CSEA


Tentative Agreement:


Jose Celis Bautista
CSEA President


7/7/21
Date

 6/29/2021
Matthew Horvath
Assistant Superintendent, Personnel Services

Parties hereby approve and execute this agreement:


Jennifer Rener
CSEA Labor Relations Representative

6/29/21

 7/13/21
Rachelle Marcus
BHUSD Board of Education President

ARTICLE XXIV - COMPLETION OF MEET AND NEGOTIATIONS

The Association and District agree that they have had a full and unrestricted right to make, advance and discuss all matters which may be properly within the scope of meeting and negotiating according to State Law. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no other, oral or written, except as herein contained. The parties specifically waive the right to meet and negotiate during the term of this Agreement, whether or not the subjects were known to either party at the time of execution hereof as proper subjects for meeting and negotiating.

APPENDIX A

RANGE NUMBERS

FOOD SERVICES

^Catering/Special Services Lead	15
^Food Service Baker	13
^Food Service Cook I	13
Food Service Cook II	15
^Food Service Production Specialist	24
Food Service Worker	12
Food Service Worker/Driver	15
^Lead Food Service Worker	15
Food Service Wrk/Receiving Clerk	15

GROUNDS

^Groundskeeper	20
^Grounds Supervisor	27
Senior Groundskeeper	21
Lead Senior Groundskeeper	30

MAINTENANCE

^Journeyman Carpenter	33
Journeyman Electrician	36
Journeyman Mechanic	36
Journeyman Mechanic/AC	38
^Journeyman Painter	33
Journeyman Plumber	38
^Maintenance Worker	28
^Sr. Journeyman Carp./Locksmith	37
Senior Journeyman Electrician	40
Senior Journeyman Painter	38
Senior Journeyman Plumber	40
Senior Journeyman Mechanic/AC	44

OPERATIONS

Custodian	18
Delivery Driver	22
^Laundry Attendant	14
Lead Custodian	22
Lead Custodian - Athletic Dept.	24
Lead Custodian - HS (Night)	27
Lead Custodian - HS (Day)	27
Locker Room Attendant	20
Athletic Custodian/Lifeguard	23

MISCELLANEOUS

Athletic Trainer	37
^Lead Security Officer	29
Security Officer	22

^denotes position currently vacant

EXCLUDED FROM THE UNIT AS FOLLOWS:

All other employees including Instructional Aides, Playground Aides, Office, Technical and Business Service Clerical employees and the following Management, Supervisory and Confidential Employees:

Graphic Services Assistant Printer

Administrative Assistant I

Administrative Assistant II (Assistant Superintendents)

Administrative Assistant III (Superintendent)

Secretary to Superintendent/Asst. Superintendent Educational Services K-12

Director of Business Operations

APPENDIX B-1
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL-CSEA
SALARY SCHEDULE for 2021-2022
Effective July 1, 2021

Range/ Step	1	2	3	4	5	6
11	2699.00	2868.00	3012.00	3172.00	3328.00	3502.00
12	2804.00	2934.00	2934.00	3090.00	3231.00	3570.00
13	2868.00	3012.00	3172.00	3328.00	3502.00	3666.00
14	2934.00	3090.00	3231.00	3406.00	3570.00	3749.00
15	3012.00	3172.00	3328.00	3502.00	3666.00	3863.00
16	3090.00	3231.00	3406.00	3570.00	3749.00	3946.00
17	3172.00	3328.00	3502.00	3666.00	3863.00	4047.00
18	3231.00	3406.00	3570.00	3749.00	3946.00	4138.00
19	3328.00	3502.00	3666.00	3863.00	4047.00	4249.00
20	3406.00	3570.00	3749.00	3946.00	4138.00	4348.00
21	3502.00	3666.00	3863.00	4047.00	4246.00	4457.00
22	3570.00	3749.00	3946.00	4138.00	4348.00	4554.00
23	3666.00	3863.00	4047.00	4246.00	4457.00	4676.00
24	3749.00	3946.00	4138.00	4348.00	4554.00	4785.00
25	3863.00	4047.00	4246.00	4457.00	4676.00	4914.00
26	3946.00	4138.00	4348.00	4554.00	4785.00	5033.00
27	4047.00	4246.00	4457.00	4676.00	4914.00	5156.00
28	4138.00	4348.00	4554.00	4785.00	5033.00	5284.00
29	4246.00	4457.00	4676.00	4914.00	5156.00	5412.00
30	4348.00	4554.00	4785.00	5033.00	5284.00	5532.00
31	4457.00	4676.00	4914.00	5156.00	5412.00	5682.00
32	4554.00	4785.00	5033.00	5284.00	5532.00	5816.00
33	4676.00	4914.00	5156.00	5412.00	5682.00	5962.00
34	4785.00	5033.00	5284.00	5532.00	5816.00	6104.00
35	4914.00	5156.00	5412.00	5682.00	5962.00	6276.00
36	5033.00	5284.00	5532.00	5816.00	6104.00	6412.00
37	5156.00	5412.00	5682.00	5962.00	6276.00	6570.00
38	5284.00	5532.00	5816.00	6104.00	6412.00	6741.00
39	5412.00	5682.00	5962.00	6276.00	6570.00	6897.00
40	5532.00	5816.00	6104.00	6412.00	6741.00	7076.00
41	5682.00	5962.00	6276.00	6570.00	6897.00	7251.00
42	5816.00	6104.00	6412.00	6741.00	7076.00	7427.00
43	5962.00	6276.00	6570.00	6897.00	7251.00	7602.00
44	6104.00	6412.00	6741.00	7076.00	7427.00	7798.00
45	6276.00	6570.00	6897.00	7251.00	7602.00	8003.00

Hourly rate to be computed by dividing monthly rate by 173.33

Overtime rates to be computed by multiplying hourly rate by 1.5

Each Classified employee serving 50% or more of a full time day established for the position to which the employee is assigned, shall receive health & welfare benefits in conformity with board policy. It is agreed that Anthem Blue Cross and Kaiser are suitable PPO and/or HMO providers.

- A. A 3.7% reserve for expenditures is maintained by the District and
- B. A \$400,000 legal contingency fund, which is not a part of the 3.7% reserve fund referred to above shall be maintained and
- C. The County of Los Angeles fiscal condition does not result in any unforeseen loss of District funds or causes District funds to be frozen, withheld, diverted or otherwise to be unavailable to the District.

RANGE NUMBERS

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^Catering/Special Services Lead	15
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^Food Service Production Specialist	24
Food Service Worker	12
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Journeyman Mechanic	36
Journeyman Mechanic/AC	38
^Journeyman Painter	33
Journeyman Plumber	38
^Maintenance Worker	28
^Sr. Journeyman Carp./Locksmith	37
Senior Journeyman Electrician	40
Senior Journeyman Painter	38
Senior Journeyman Plumber	40
Senior Journeyman Mechanic/AC	44

OPERATIONS

Custodian	18
Delivery Driver	22
^Laundry Attendant	14
Lead Custodian	22
Lead Custodian - Athletic Dept.	24
Lead Custodian - HS (Night)	27
Lead Custodian - HS (Day)	27
Locker Room Attendant	20
Athletic Custodian/Lifeguard	23

MISCELLANEOUS

Athletic Trainer	37
^Lead Security Officer	29
Security Officer	22

^denotes position currently vacant

APPENDIX B-2
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL-CSEA
NIGHT DIFFERENTIAL SALARY SCHEDULE for 2021-2022
Effective July 1, 2021

Range/ Step	1	2	3	4	5	6
11	2806.00	2980.00	3132.00	3298.00	3461.00	3644.00
12	2916.00	3051.00	3212.00	3360.00	3542.00	3714.00
13	2980.00	3132.00	3298.00	3461.00	3644.00	3644.00
14	3051.00	3212.00	3360.00	3542.00	3714.00	3898.00
15	3132.00	3298.00	3461.00	3644.00	3812.00	4018.00
16	3212.00	3360.00	3542.00	3714.00	3898.00	4102.00
17	3298.00	3461.00	3644.00	3812.00	4018.00	4209.00
18	3360.00	3542.00	3714.00	3898.00	4102.00	4305.00
19	3461.00	3644.00	3812.00	4018.00	4209.00	4419.00
20	3542.00	3714.00	3898.00	4102.00	4305.00	4522.00
21	3644.00	3812.00	4018.00	4209.00	4414.00	4634.00
22	3714.00	3898.00	4102.00	4305.00	4522.00	4736.00
23	3812.00	4018.00	4209.00	4414.00	4634.00	4863.00
24	3898.00	4102.00	4305.00	4522.00	4736.00	4976.00
25	4018.00	4209.00	4414.00	4634.00	4863.00	5110.00
26	4102.00	4305.00	4522.00	4736.00	4976.00	5234.00
27	4209.00	4414.00	4634.00	4863.00	5110.00	5362.00
28	4305.00	4522.00	4736.00	4976.00	5234.00	5496.00
29	4414.00	4634.00	4863.00	5110.00	5362.00	5627.00
30	4522.00	4736.00	4976.00	5234.00	5496.00	5751.00
31	4634.00	4863.00	5110.00	5362.00	5627.00	5909.00
32	4736.00	4976.00	5234.00	5496.00	5751.00	6049.00
33	4863.00	5110.00	5362.00	5627.00	5909.00	6202.00
34	4976.00	5234.00	5496.00	5751.00	6049.00	6347.00
35	5110.00	5362.00	5627.00	5909.00	6202.00	6529.00
36	5234.00	5496.00	5751.00	6049.00	6347.00	6669.00
37	5362.00	5627.00	5909.00	6202.00	6529.00	6833.00
38	5496.00	5751.00	6049.00	6347.00	6669.00	7011.00
39	5627.00	5909.00	6202.00	6529.00	6833.00	7173.00
40	5751.00	6049.00	6347.00	6669.00	7011.00	7360.00
41	5909.00	6202.00	6529.00	6833.00	7173.00	7539.00
42	6049.00	6347.00	6669.00	7011.00	7360.00	7723.00
43	6202.00	6529.00	6833.00	7173.00	7539.00	7907.00
44	6347.00	6669.00	7011.00	7360.00	7723.00	8110.00
45	6529.00	6833.00	7173.00	7539.00	7907.00	8325.00

Hourly rate to be computed by dividing monthly rate by 173.33

Overtime rates to be computed by multiplying hourly rate by 1.5

Each Classified employee serving 50% or more of a full time day established for the position to which the employee is assigned, shall receive health & welfare benefits in conformity with board policy. It is agreed that Anthem Blue Cross and Kaiser are suitable PPO and/or HMO providers.

- A. A 3.7% reserve for expenditures is maintained by the District and
- B. A \$400,000 legal contingency fund, which is not a part of the 3.7% reserve fund referred to above shall be maintained and
- C. The County of Los Angeles fiscal condition does not result in any unforeseen loss of District funds or causes District funds to be frozen, withheld, diverted or otherwise to be unavailable to the District.

RANGE NUMBERS

FOOD SERVICES

^Catering/Special Services Lead	15
^Food Service Baker	13
^Food Service Cook I	13
Food Service Cook II	15
^Food Service Production Specialist	24
Food Service Worker	12
Food Service Worker/Driver	15
^Lead Food Service Worker	15
Food Service Wrk/Receiving Clerk	15

GROUNDS

^Groundskeeper	20
^Grounds Supervisor	27
Senior Groundskeeper	21
Lead Senior Groundskeeper	30

MAINTENANCE

^Journeyman Carpenter	33
Journeyman Electrician	36
Journeyman Mechanic	36
Journeyman Mechanic/AC	38
^Journeyman Painter	33
Journeyman Plumber	38
^Maintenance Worker	28
^Sr. Journeyman Carp./Locksmith	37
Senior Journeyman Electrician	40
Senior Journeyman Painter	38
Senior Journeyman Plumber	40
Senior Journeyman Mechanic/AC	44

OPERATIONS

Custodian	18
Delivery Driver	22
^Laundry Attendant	14
Lead Custodian	22
Lead Custodian - Athletic Dept.	24
Lead Custodian - HS (Night)	27
Lead Custodian - HS (Day)	27
Locker Room Attendant	20
Athletic Custodian/Lifeguard	23

MISCELLANEOUS

Athletic Trainer	37
^Lead Security Officer	29
Security Officer	22

^denotes position currently vacant

APPENDIX B-3
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
CSEA MONTHLY ATHLETIC TRAINER SALARY SCHEDULE for 2021-2022
Effective July 1, 2021

Range/ Step	1	2	3	4	5	6
11	2699.00	2868.00	3012.00	3172.00	3328.00	3502.00
12	2804.00	2934.00	3090.00	3231.00	3406.00	3570.00
13	2868.00	3012.00	3172.00	3328.00	3502.00	3666.00
14	2934.00	3090.00	3231.00	3406.00	3570.00	3749.00
15	3012.00	3172.00	3328.00	3502.00	3666.00	3863.00
16	3090.00	3231.00	3406.00	3570.00	3749.00	3946.00
17	3172.00	3328.00	3502.00	3666.00	3863.00	4047.00
18	3231.00	3406.00	3570.00	3749.00	3946.00	4138.00
19	3328.00	3502.00	3666.00	3863.00	4047.00	4249.00
20	3406.00	3570.00	3749.00	3946.00	4138.00	4348.00
21	3502.00	3666.00	3863.00	4047.00	4246.00	4457.00
22	3570.00	3749.00	3946.00	4138.00	4348.00	4554.00
23	3666.00	3863.00	4047.00	4246.00	4457.00	4676.00
24	3749.00	3946.00	4138.00	4348.00	4554.00	4785.00
25	3863.00	4047.00	4246.00	4457.00	4676.00	4914.00
26	3946.00	4138.00	4348.00	4554.00	4785.00	5033.00
27	4047.00	4246.00	4457.00	4676.00	4914.00	5156.00
28	4138.00	4348.00	4554.00	4785.00	5033.00	5284.00
29	4246.00	4457.00	4676.00	4914.00	5156.00	5412.00
30	4348.00	4554.00	4785.00	5033.00	5284.00	5532.00
31	4457.00	4676.00	4914.00	5156.00	5412.00	5682.00
32	4554.00	4785.00	5033.00	5284.00	5532.00	5816.00
33	4676.00	4914.00	5156.00	5412.00	5682.00	5962.00
34	4785.00	5033.00	5284.00	5532.00	5816.00	6104.00
35	4914.00	5156.00	5412.00	5682.00	5962.00	6276.00
36	5033.00	5284.00	5532.00	5816.00	6104.00	6412.00
37	5156.00	5412.00	5682.00	5962.00	6276.00	6570.00
38	5284.00	5532.00	5816.00	6104.00	6412.00	6741.00
39	5412.00	5682.00	5962.00	6276.00	6570.00	6897.00
40	5532.00	5816.00	6104.00	6412.00	6741.00	7076.00
41	5682.00	5962.00	6276.00	6570.00	6897.00	7251.00
42	5816.00	6104.00	6412.00	6741.00	7076.00	7427.00
43	5962.00	6276.00	6570.00	6897.00	7251.00	7602.00
44	6104.00	6412.00	6741.00	7076.00	7427.00	7798.00
45	6276.00	6570.00	6897.00	7251.00	7602.00	8003.00

APPENDIX B - 4
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL-CSEA
HOURLY FOOD SERVICES AND PLAYGROUND AIDES
SALARY SCHEDULE for 2021-2022

Effective July 1, 2021

Range/ Step	1	2	3	4	5	6
11	15.57	16.55	17.38	18.30	19.20	20.20
12	16.18	16.93	17.83	18.64	19.65	20.60
13	16.55	17.38	18.30	19.20	20.20	21.15
14	16.93	17.83	18.64	19.65	20.60	21.63
15	17.38	18.30	19.20	20.20	21.15	22.29
16	17.83	18.64	19.65	20.60	21.63	22.77
17	18.30	19.20	20.20	21.15	22.29	23.35
18	18.64	19.65	20.60	21.63	22.77	23.87
19	19.20	20.20	21.15	22.29	23.35	24.51
20	19.65	20.60	21.63	22.77	23.87	25.08
21	20.20	21.15	22.29	23.35	24.50	25.71
22	20.60	21.63	22.77	23.87	25.08	26.27
23	21.15	22.29	23.35	24.50	25.71	26.98
24	21.63	22.77	23.87	25.08	26.27	27.61
25	22.29	23.35	24.50	25.71	26.98	28.35
26	22.77	23.87	25.08	26.27	27.61	29.04
27	23.35	24.50	25.71	26.98	28.35	29.75
28	23.87	25.08	26.27	27.61	29.04	30.48
29	24.50	25.71	26.98	28.35	29.75	31.22
30	25.08	26.27	27.61	29.04	30.48	31.92
31	25.71	26.98	28.35	29.75	31.22	32.78
32	26.27	27.61	29.04	30.48	31.92	33.55
33	26.98	28.35	29.75	31.22	32.78	34.40
34	27.61	29.04	30.48	31.92	33.55	35.22
35	28.35	29.75	31.22	32.78	34.40	36.21
36	29.04	30.48	31.92	33.55	35.22	36.99
37	29.75	31.22	32.78	34.40	36.21	37.90
38	30.48	31.92	33.55	35.22	36.99	38.89
39	31.22	32.78	34.40	36.21	37.90	39.79
40	31.92	33.55	35.22	36.99	38.89	40.82
41	32.78	34.40	36.21	37.90	39.79	41.83
42	33.55	35.22	36.99	38.89	40.82	42.85
43	34.40	36.21	37.90	39.79	41.83	43.86
44	35.22	36.99	38.89	40.82	42.85	44.99

45 36.21 37.90 39.79 41.83 43.86 46.17

Hourly rate to be computed by dividing monthly rate by 173.33

Overtime rates to be computed by multiplying hourly rate by 1.5

Each Classified employee serving 50% or more of a full time day established for the position to which the employee is assigned, shall receive health & welfare benefits in conformity with board policy. It is agreed that Anthem Blue Cross and Kaiser are suitable PPO and/or HMO providers.

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RANGE NUMBERS

FOOD SERVICES

^Catering/Special Services Lead	15
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Food Service Cook II	15
^Food Service Production Specialist	24
Food Service Worker	12
Food Service Worker/Driver	15
^Lead Food Service Worker	15
Food Service Wrk/Receiving Clerk	15

GROUNDS

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^Grounds Supervisor	27
Senior Groundskeeper	21
Lead Senior Groundskeeper	30

MAINTENANCE

^Journeyman Carpenter	33
Journeyman Electrician	36
Journeyman Mechanic	36
Journeyman Mechanic/AC	38
^Journeyman Painter	33
Journeyman Plumber	38
^Maintenance Worker	28
^Sr. Journeyman Carp./Locksmith	37
Senior Journeyman Electrician	40
Senior Journeyman Painter	38
Senior Journeyman Plumber	40
Senior Journeyman Mechanic/AC	44

OPERATIONS

Custodian	18
Delivery Driver	22
^Laundry Attendant	14
Lead Custodian	22
Lead Custodian - Athletic Dept.	24
Lead Custodian - HS (Night)	27
Lead Custodian - HS (Day)	27
Locker Room Attendant	20
Athletic Custodian/Lifeguard	23

MISCELLANEOUS

Athletic Trainer	37
^Lead Security Officer	29
Security Officer	22

^denotes position currently vacant

APPENDIX C
PROFESSIONAL GROWTH PROGRAM
FOR
CLASSIFIED EMPLOYEES

The Professional Growth Program for Classified Employees is an organized activity to improve performance of employees in the classified service of the Beverly Hills Unified School District, and to provide training for employees to gain new skills and abilities in order that they may do a better job for the students, the school district, and for the community.

PURPOSE

It is the intent of this program to encourage and monetarily reward members of the classified staff with compensation for continued growth and development in their positions. This professional growth will directly benefit the Beverly Hills Unified School District and the students served by it.

ELIGIBILITY

All permanent classified employees shall be eligible to participate in the Professional Growth Program.

Educational Credit

1. Courses taken from accredited schools will be accepted and prorated according to semester hours of credit allowed for the course.
2. No employee shall receive credit for classes attended during the working day if he is being paid for his regular services.
3. Credit shall not be granted if the school district pays expenses.

QUALIFICATIONS FOR PROFESSIONAL GROWTH INCREMENT

In order to qualify for a professional growth increment, the following steps must be followed:

1. Requests for approval of specific course work shall be submitted to Human Resources prior to the beginning of the course in order to insure credit. In the event that Human Resources denies approval for the course work, an employee may appeal this decision to an ADHOC committee consisting of the Assistant Superintendent of Human Resources and two (2) CSEA employees. The decision shall be reached by consensus and shall be final.
2. Verification of growth activities must be presented to Human Resources for evaluation. Official transcripts must be submitted for college course credit. For adult education classes, the instructor's signature verifying attendance and satisfactory completion of the course will be accepted in lieu of a transcript. Satisfactory evidence of workshop or conference attendance will be required. The professional growth increment will be effective on the first day of the

month following the 30th calendar day after employee presents official verification to Human Resources

3. A professional growth increment will be granted after the employee has accrued 15 semester units per increment and has completed at least 2 years of service per increment after the filing date of the intent form. The total number of increment awards shall not exceed a total of four (4). There is no maximum time limit on completion.
4. Any units earned beyond the units necessary to earn an increment in any growth period may be carried over into the next period.

IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO FILE THE INTENT, APPLY FOR PROFESSIONAL GROWTH CREDIT, AND VERIFY COMPLETION OF COURSE WORK OR OTHER GROWTH ACTIVITY.

AWARD

The professional growth award will be made when the employee has met the requirements. Increments shall be cumulative.

Each full-time employee who qualifies will receive \$500.00 per year, paid in ten-monthly installments of \$50.00 per month.

Permanent employees working on a part-time basis will receive the above award prorated in relation to a full working day of 8 hours, with a minimum award of 50% for employees who work four hours daily or less.

Memorandum of Understanding Between

Beverly Unified School District

And

**The California School Employees Association and Its Beverly Hills
Chapter 328**

The Beverly Unified School District (District) and the California School Employees Association and its Beverly Hills Chapter 328 (CSEA) enter into this Memorandum of Understanding on November 10, 2016.

WHEREAS, the District desires to ensure that all District sites are safe and secure environments for students, District personnel and members of the public; and

WHEREAS, the District and CSEA have determined the placement of video security cameras are necessary in order to increase student, employee and public safety.

NOW, THEREFORE, the District and CSEA agree as follows:

1. The District shall notify CSEA as to the location of all placed video security cameras.
2. The District shall place signs notifying students and staff of the presence of video security cameras. These cameras shall not be installed in bathrooms, locker rooms, or dressing rooms where there is a reasonable expectation of privacy.
3. The District shall provide notice to unit members of the use of video security cameras on District property and general locations.
4. Video security cameras shall be used to investigate:
 - a. Complaints;
 - b. Incidents involving theft of or damage to District property and/or equipment;
 - c. Carelessness or negligence in the performance of duty or in the care or use of District property;
 - d. Crimes prohibited by law;
 - e. Discourteous, offensive and/or abusive conduct or language towards students, staff and/or parents; and
 - f. Conduct which violates District, state and/or federal safety rules and regulations.

The use of data generated by the video security cameras for disciplinary purposes will be consistent with existing District disciplinary procedures as prescribed in Board Policy and the classified collective bargaining agreement.

5. Security camera recordings which directly relate to an identifiable employee that are deemed worthy of preservation by the District for a specific purpose, such as an employee disciplinary proceeding, shall be deemed a "personnel record" and shall be made available to the affected employee for inspection. The District shall give the employee written notice of any such security camera recording within a reasonable time of the District's decision to preserve any such recording. The notice shall afford the employee an opportunity to review and comment in writing on the recording and to have the employee's written comments entered into the employee's personnel file and attached to the copy of the recording preserved by the District.
6. The District shall not engage in video surveillance that involves arbitrary or capricious surveillance of unit members.
7. This MOU is subject to change upon prior written notice to CSEA and subject to negotiations to the extent required by law.

DATED: 3/1/17

Yolanda Mendoza
FOR THE DISTRICT

Yolanda Mendoza, Chief HR Officer

DATED: 3/1/2017

Pierre Hollie
FOR CSEA

Pierre Hollie, President CSEA

DATED: 3/1/17

Margarita Espinoza
Marge Espinoza, Labor Relations Representative

California School Employees Association (CSEA)