

## **AGREEMENT**

This is an Agreement made and entered into this 1st day of July, 2006, between the Beverly Hills Unified School District, (hereafter referred to as "District") and the CSEA, Beverly Hills Chapter 328 (hereafter referred to as "CSEA" or "Association").

## 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 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 IX - EMPLOYEE BENEFITS

### 9.1 BENEFITS

Effective upon entering into a contract with a health care provider the District will provide health plans to eligible unit members including domestic partners as defined in the California Family Code Section 297. 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 made available by the District. The District shall make available at least three (3) options for such voluntary insurance plans. Insurance carriers and/or the health plans may be changed by mutual agreement of the District and Association.

### 9.2 SUPPLEMENTAL DOLLAR AMOUNTS

The District's maximum annual contribution amount shall be used by unit members hired prior to July 1, 1997 who choose to purchase the aforementioned insurance plans if their health plan premiums (medical, dental and vision) are under the annual cap. All other unit members are eligible to apply for and purchase if accepted by the carrier, the aforementioned insurance plans via payroll deductions.

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 of \$7,500 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. Ten, 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 on a scheduled vacation of a bargaining unit employee, **that day will not be treated as a vacation day.**

ARTICLE XV - SALARIES

15.1 The salary schedule for the 2012-2013 school year shall be increased by 3% over the 2008-2009 salary schedule retroactive to July 1, 2012. (Appendix B). At the start of the 2014-15 fiscal year, the CSEA Salary Schedule shall be increased by an amount equal to the ratio of CSEA salary costs to the total salary costs of all district employees (as a percentage rounded to three decimal places) multiplied by 70% of the positive difference of the secured property tax for the prior fiscal year less the secured property tax for the fiscal year two years prior, spread evenly across the salary schedule. The formula shall be described as follows:

$$\begin{array}{l}
 \text{CSEA \%:} \quad \frac{\text{CSEA COST}}{\text{TOTAL COST}} = \frac{\text{SALARY + BENEFITS (CSEA)}}{\text{SALARY + BENEFITS (ALL EE'S)}} \\
 \\
 \text{CSEA INCREASE} = \text{CSEA \% of } 70\% \text{ of } \Delta \text{ SECURED PROPERTY TAX} \\
 \\
 = \frac{\text{CSEA COST}}{\text{ALL EMPLOYEES' COST}} * [70\% * (\text{PRIOR YR} - 2 \text{ YRS PRIOR}) \geq 0]
 \end{array}$$

(Refer to Appendix B).

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.

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 \$325.00.

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 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.

15.6 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.

MEMORANDUM OF UNDERSTANDING

Between

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

and

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS BEVERLY HILLS CHAPTER 328

June 30, 2016

The Beverly Hills Unified School District (District) and California School Employees Association, and it's Beverly Hills Chapter 328 (CSEA) enter into this Memorandum of Understanding (MOU) and agree as follows:

1. At the start of 2015-16 fiscal year the salary schedule formula contained in Article XV, Section 15.1 of the CSEA collective bargaining agreement (CBA) shall be applied except that the percentage shall be 65% and beginning with the start of 2016-17 fiscal year and each year through 2021-2022 this same formula shall be applied except the percentage shall be 55%. There shall be no change to salary in the years that there is no secured property tax growth or when property tax revenues fall.
2. This MOU shall not in any way restrict or limit the parties' right to negotiate modifications/elimination of the salary schedule formula contained in Article XV, section 15.1 of the CSEA, CBA or this MOU any time prior to 2021-2022.

Yolanda Mendoza, Chief HR Officer



Pierre Hollie, President CSEA



Margie Espinoza



CSEA Labor Representative  
Date Signed; June 30, 2016

## 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 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 **subject to** collective bargaining. **The total sum made available for reclassifications of unit members within any given fiscal year and shall not exceed \$2500 approved under this Article.** Requests for reclassification will not be processed once the budgeted money is depleted. Any excess money shall be carried over to the next year for reclassifications.

18.2 Whenever an employee and his/her supervisor, and 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 **Chief, Human Resources**, 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, which shall District's **Chief, Human Resources**; a management employee selected by the District; and two bargaining unit employees selected by the Association, but neither of whom occupy or lead the job(s) in question. In the event of a tie vote of the four persons, the **Chief, Human Resources** 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 **Chief, Human Resources** 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.

If an employee or the Association believes that the District has failed to create a new job classification in the circumstances described above, such employee may file a Request for New Classification with the Reclassification Request Review Panel, on a form developed for such requests. Such requests shall be processed in accordance with the procedure described above. The panel shall determine whether there

is a new job whose primary duties are not included within an existing job classification. If there is such a new job, the District will create a new job classification for the new job and designate an appropriate range if the job is to be continued to be performed. If there is not a new job, the request will be denied.

18.9 This Article shall not be subject to the grievance arbitration procedure in Article IV except (1) as provided in Section 18.7.2 hereof, or (2) for the allegation that the procedures set forth herein have not been followed.

California School Employees Association and its Beverly Hills Chapter 328

ARTICLE XXIII - TERM OF AGREEMENT

23.1 Term of Agreement

23.1.1 This Agreement is effective **beginning** on July 1, 2015, and shall continue in effect to and including June 30, 2018, *and* shall automatically remain in effect *thereafter from month to month* until completion of a binding written agreement by the parties which shall supersede this Agreement.

**For the 2016-17 school year** the parties agree they will publicly notice (pursuant to EERA, Gov. Code, 3547) their respective proposals for negotiations. *The parties further agree to commence negotiations for 2016-2017 no later than September 15, 2016.*

2015/16: Either party may reopen Salary, Health and Welfare, Calendars and two other articles, *selected by each party.*

2016/17: Either party may reopen Salary, Health and Welfare, Calendars and two other articles, *selected by each party.*

2017/18: **Either party may reopen Salary, Health and Welfare, Calendars and two other articles, *selected by each party.***

23.1.2 Calendar

The District agrees that CSEA shall have the right to participate in the development of the classified calendar for all classified employees.

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 on

Date: **June 28, 2016**

Approved by the employee  
organization on

Date: **June 28, 2016**

---

By: Howard Goldstein  
President of the Board

---

Pierre Hollie  
President CSEA

## APPENDIX A

### UNIT I - OPERATIONS-SUPPORT SERVICES UNIT

Athletic Custodian/Lifeguard	23
Athletic Trainer	37
^Catering/Special Services Lead	15
Custodian	18
Delivery Driver	22
^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
Food Service Wrk/Receiving Clerk	15
^Groundskeeper	20
^Grounds Supervisor	27
^Journeyman Carpenter	33
Journeyman Electrician	36
Journeyman Mechanic	36
Journeyman Mechanic/AC	38
^Journeyman Painter	33
Journeyman Plumber	38
^Laundry Attendant	14
Lead Custodian	22
Lead Custodian - Athletic Dept.	24
Lead Custodian - HS (Night)	24
Lead Custodian - HS (Day)	27
^Lead Food Service Worker	15
^Lead Security Officer	29
Lead Senior Groundskeeper	30
Locker Room Attendant	20
^Maintenance Worker	28
Security Officer	22
Senior Groundskeeper	21
^Senior Journeyman Carp./Locksmith	37
Senior Journeyman Electrician	40
Senior Journeyman Painter	38
Senior Journeyman Plumber	40
Senior Journeyman Mechanic/AC	44

#### ^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  
Senior Security Officer Management Supervisor

## 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)	24
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**

## ADDITIONAL BENEFITS

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.

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

Each classified employee shall be entitled to compensation, in addition to his regular salary, based upon the number of years of his continuous employment by the District, as follows:

After ten years of continuous employment	\$ 54.25 per month
After fifteen years of continuous employment	\$ 97.74 per month
After twenty years of continuous employment	\$141.37 per month

**APPENDIX B**

**HOURLY EMPLOYEES**

**CLASSIFIED PERSONNEL - CSEA**

Effective July 1, 2015

Range/ Step	1	2	3	4	5	6
11	12.39	13.16	13.83	14.56	15.28	16.08
12	12.87	13.47	14.19	14.83	15.63	16.39
13	13.16	13.83	14.56	15.28	16.08	16.83
14	13.47	14.19	14.83	15.63	16.39	17.21
15	13.83	14.56	15.28	16.08	16.83	17.73
16	14.19	14.83	15.63	16.39	17.21	18.12
17	14.56	15.28	16.08	16.83	17.73	18.58
18	14.83	15.63	16.39	17.21	18.12	19.10
19	15.28	16.08	16.83	17.73	18.58	19.50
20	15.63	16.39	17.21	18.12	19.01	19.96
21	16.08	16.83	17.73	18.58	19.48	20.45
22	16.39	17.21	18.12	19.01	19.96	20.91
23	16.83	17.73	18.58	19.48	20.45	21.47
24	17.21	18.12	19.01	19.96	20.91	21.96
25	17.73	18.58	19.48	20.45	21.47	22.55
26	18.12	19.01	19.96	20.91	21.96	23.10
27	18.58	19.48	20.45	21.47	22.55	23.67
28	19.10	19.96	20.91	21.96	23.10	24.26
29	19.48	20.45	21.47	22.55	23.67	24.84

30	19.96	20.19	21.96	23.10	24.26	25.39
31	20.45	21.47	22.55	23.67	24.84	26.08
32	20.91	21.96	23.10	24.26	25.39	26.70
33	21.47	22.55	23.67	24.80	26.08	27.38
34	21.96	23.10	24.26	25.39	26.70	28.02
35	22.55	23.67	24.84	26.08	27.38	28.82
36	23.10	24.26	25.39	26.70	28.02	29.44
37	23.67	24.84	26.08	27.38	28.82	30.16
38	24.26	25.39	26.70	28.02	29.44	30.95
39	24.84	26.08	27.38	28.82	30.16	31.66
40	25.39	26.70	28.02	29.44	30.95	32.48
41	26.08	27.38	28.82	30.16	31.66	33.28
42	26.70	28.02	29.44	30.95	32.48	34.09
43	27.38	28.82	30.16	31.66	33.28	34.90
44	28.02	29.44	30.95	32.48	34.09	35.80

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.

APPENDIX B

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

CLASSIFIED PERSONNEL - CSEA

SALARY SCHEDULE for 2012-2013

Effective July 1, 2015

Range/ Step	1	2	3	4	5	6
11	2148	2281	2397	2524	2649	2787
12	2231	2335	2459	2571	2710	2841
13	2281	2397	2524	2649	2787	2917
14	2335	2459	2571	2710	2841	2983
15	2397	2524	2649	2787	2917	3074
16	2459	2571	2710	2841	2983	3139
17	2524	2649	2787	2917	3074	3220
18	2571	2710	2841	2983	3139	3293
19	2649	2787	2917	3074	3220	3380
20	2710	2841	2983	3139	3293	3460
21	2787	2917	3074	3220	3377	3546
22	2841	2983	3139	3293	3460	3624
23	2917	3074	3220	3377	3546	3721
24	2983	3139	3293	3460	3624	3807
25	3074	3220	3377	3546	3721	3910
26	3139	3293	3460	3624	3807	4005
27	3220	3377	3546	3721	3910	4103
28	3293	3460	3624	3807	4005	4205

29	3377	3546	3721	3910	4103	4306
30	3460	3624	3807	4005	4205	4401
31	3546	3721	3910	4103	4306	4521
32	3624	3807	4005	4205	4401	4627
33	3721	3910	4103	4306	4521	4745
34	3807	4005	4205	4401	4626	4857
35	3910	4103	4306	4521	4745	4995
36	4005	4205	4401	4627	4857	5103
37	4103	4306	4521	4745	4995	5228
38	4205	4401	4627	4857	5103	5364
39	4306	4521	4745	4995	5228	5488
40	4401	4627	4857	5103	5364	5629
41	4521	4745	4995	5228	5488	5769
42	4627	4857	5103	5364	5629	5909
43	4745	4995	5228	5488	5769	6049
44	4857	5103	5364	5629	5909	6205
45	4995	5228	5488	5769	6049	6369

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.