



AND

TEAMSTERS LOCAL 572

COLLECTIVE BARGAINING AGREEMENT

July 1, 2021, through June 30, 2024

AGREEMENT BETWEEN
BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL
AND
TEAMSTERS LOCAL 572


This agreement made and entered into this twenty-third day of January 2022, by and between Birmingham Community Charter High School as "BCCHS" or the "The Charter School," and Teamsters Local 572, hereinafter referred to as "Teamsters," includes all of the following articles and provisions. Ratified and Agreed by Teamsters membership on January 23, 2022, and by the BCCHS Board on January 25, 2022

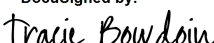
Agreed in Bargaining:


For Birmingham Community Charter High School:

DocuSigned by:

Ari Bennett, Principal/CEO

DocuSigned by:

Will Covington, Chief Business Officer


DocuSigned by:

Tracie Bowdoin, Administrative Director


DocuSigned by:

Amanda Dresser, Human Resources Manager

DocuSigned by:

James E. Young, Legal Counsel/Chief Negotiator

For Teamster Local 572:


Rick Middleton


Adriana Salazar

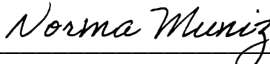

Norma Muniz

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – TERM OF AGREEMENT.....	2
ARTICLE 3 – UNION RIGHTS	3
ARTICLE 4 – BCCHS RIGHTS/MANAGEMENT RIGHTS	6
ARTICLE 5 – JOB STEWARDS	8
ARTICLE 6 – UNION SECURITY AND DUES DEDUCTION	9
ARTICLE 7 – NON-DISCRIMINATION.....	11
ARTICLE 8 – GRIEVANCE PROCEDURE.....	12
ARTICLE 9 – WORK STOPPAGE.....	17
ARTICLE 10 – HOURS OF WORK	18
ARTICLE 11 – EVALUATION PROCEDURES.....	19
ARTICLE 12 – SUBCONTRACTING	22
ARTICLE 13 – LEAVES OF ABSENCE.....	23
ARTICLE 14 – COMPENSATION	29
ARTICLE 15 – HEALTH AND WELFARE BENEFITS	31
ARTICLE 16 – HOLIDAYS.....	33
ARTICLE 17 – VACATION.....	34
ARTICLE 18 – SAFETY CONDITIONS.....	36
ARTICLE 19 – PROFESSIONAL GROWTH AND DEVELOPMENT	37
ARTICLE 20 – EMPLOYMENT STATUS	38
ARTICLE 21 – SEPARABILITY AND SAVINGS.....	39
APPENDIX A: SALARY SCHEDULE	
APPENDIX B: HEALTH AND WELFARE BENEFITS PLANS	

ARTICLE 1 - RECOGNITION

- 1.1 **The Unit:** Pursuant to applicable California statutes, regulations, and the parties' recognition petition, Birmingham Community Charter High School ("BCCHS") recognizes Teamsters Local 572 ("Teamsters" or "Union") as the exclusive representative of classified management personnel in a bargaining unit comprised of all regular employees, employed in the following classes:

ASB/Student Finance Manager
Campus Safety Manager
IT Systems Manager
Plant Manager
Assistant Plant Manager
School Facilities and Athletics Operations Manager
Student Data Services Manager

- 1.2 **Excluded:** All classified employees in classifications other than those listed above and all certificated and other management positions.

- 1.3 **Changes to the Unit:** The parties agree that the above list of positions represents the appropriate unit. The unit may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that neither party may file for a unit clarification proceeding involving this unit except when BCCHS creates new classifications. When Teamsters contends that certain classifications should be included as part of the unit, it may submit a written request for determination of the classification to the Human Resources Department between November 1 and December 31 of each year. Decisions will be provided by March 1 the following year. Disputes over unit composition and alleged violations of this Article are not subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 2 - TERM OF AGREEMENT

- 2.1 **Term:** This Agreement shall become effective beginning July 1, 2021, through June 30, 2024 and shall remain in full force and effect, pursuant to its terms, subject to reopeners as defined herein.
- 2.2 **Effect Upon Negotiations:** The parties agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement, neither BCCHS nor Teamsters will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement. Nothing herein is intended to prevent the parties from meeting and negotiating during the term of this Agreement pursuant to mutual consent.
- 2.3 **Limited Reopeners:** By this Agreement, negotiations for 2021 – 2022 are closed. Each year thereafter, except when negotiating the successor Agreement, each party may propose two (2) articles for negotiations.

ARTICLE 3 - UNION RIGHTS

- 3.1 **Exclusivity:** Teamsters Local 572 is the exclusive representative of the employees in the above-described classified management unit in contract negotiations and enforcement matters.
- 3.2 **Access:** Consistent with legal requirements, authorized Union representatives shall have reasonable access to BCCHS facilities, including unit member mailboxes for the purpose of contacting unit members and transacting matters. Upon arriving at a work site, the representative shall first report to the main administrative office to sign in consistent with School protocols. Teamsters representatives may contact unit members during duty free lunch periods, before and after a unit member's hours of service, or when the unit member is not otherwise on paid time. The representative shall not interrupt any unit member's duties or assignments.
- 3.3 **Bulletin Boards:** Teamsters have the right to post notices of official Union matters on a designated bulletin board or a section of a designated bulletin board established for Teamsters' exclusive use at each work site where employees are assigned.
- 3.4 **Release Time for Negotiations:** No more than two (2) negotiating team unit member representatives designated by Teamsters shall be released from duty with no loss of pay and, if applicable, with mileage reimbursement for the purpose of attending negotiation meetings with BCCHS pursuant to this Agreement. Teamsters and BCCHS may mutually agree in writing that additional unit members shall receive paid release time.
- 3.5 **List of Employees:** Teamsters shall be provided on a quarterly basis a current list of names, unit member numbers, social security numbers, classifications, addresses, BCCHS e-mail addresses and work locations of all unit members covered by this Agreement. This report shall also include date of hire in classification for each employee.
- 3.6 **Special Committees:** From time to time, BCCHS and Teamsters may establish ad hoc joint management -- bargaining unit committees to discuss matters of mutual concern. Such committees shall in no way be construed as bargaining committees nor shall they be empowered to modify, in any way, the terms and conditions of this Agreement.
- 3.7 **Teamsters Local 572 Elected Officers:** Where attendance at Union events by Teamsters Local 572 elected officers is required, reasonable release time to attend such events, not to exceed a total of five (5) days per fiscal year, will, subject to the provisions herein, be given to any Teamsters member who is a Teamsters Local 572 elected officer. Teamsters will reimburse BCCHS for the cost of the attendee's salary and benefits, and all expenses of attending will be borne by Teamsters or the unit member. If more than one (1) Teamsters member is a Teamsters Local 572 elected officer, no more than one (1) Teamsters member per branch or local BCCHS will be given release time at any time, and in any event no more than three (3) such Teamsters members will be given release time BCCHS-wide in any fiscal year. Teamsters will provide the Human Resources Department five (5) working days advance written notice of the employee designated to attend an event and the duration of the release time requested. The supervisor and the unit member will, where practicable,

modify the unit member's work schedule to minimize the amount of released time required for attendance.

3.8 Attendance at BCCHS Meetings: Subject to the provisions herein, unit members designated by Teamsters may attend BCCHS meetings as follows:

3.8.1 When Teamsters is invited by BCCHS to send a unit member to participate in a BCCHS-sponsored meeting, one (1) designated unit member will be given reasonable released time to attend.

3.8.2 If Teamsters desires that a designated unit member attend any other BCCHS meetings (other than negotiations) such as Board meetings, Board Committee meetings, or other miscellaneous meetings, Teamsters may request reasonable release time approval for one (1) such designated unit member to attend. Reasonable release time approval will be granted where the designated unit member is a speaker on the meeting agenda. Expenses of attending any of the foregoing meetings will be borne by Teamsters or the unit member, and, in any event, the number of released time approvals will not exceed six (6) in a fiscal year. It is provided, however, that if the agenda item on which the designated unit member is scheduled to speak is not discussed at the meeting the unit member attends, the unit member's attendance will not count toward the two (2) times or six (6) times limitations noted above. Teamsters will reimburse BCCHS for the salary and benefits of any unit member approved for released time.

3.8.3 Teamsters will give BCCHS three (3) working days advance written notice of the name of the unit member designated to attend any meeting, or as much advance notice as Teamsters has of the meeting. The supervisor and the unit member will, where practicable, modify the unit member's work schedule to minimize the amount of released time required for attendance. The parties understand that the immediate needs of a particular work group or area may, at any given time, prevent the release of a particular unit member, in which case Teamsters will be advised and may designate another unit member to attend. If BCCHS reasonably determines that the operational needs of a particular work group or area are such that no designated unit member can be released to attend, no released time will be granted. Unit members are expected to return to work after attending the meeting, if practicable.

3.9 Contact Information for New Hires: BCCHS shall provide Teamsters with contact information on new hires on a monthly basis.

3.9.1 "Newly hired employee" or "new hire" means any unit member, whether permanent, full time, part time, hired by BCCHS, whose information has not previously been provided to Teamsters. It also includes all unit members who are or have been previously employed by BCCHS and whose current position has placed them in the bargaining unit represented by Teamsters, and whose information has not been previously provided to Teamsters. For those latter unit members, for purposes of this article only, the "date placed into classification" is

the date upon which the unit member's employee status changed such as that the unit member was placed into a Teamsters classification.

3.9.2 This contact information shall also include the following information with each field listed in its own column:

- a. First Name;
- b. Middle initial; (if available on file)
- c. Last name;
- d. Suffix (e.g., Jr., III); (if available on file)
- e. Job Title;
- f. Worksite location;
- g. Social security number;
- h. Home Street address; (incl. apartment #)
- i. City;
- j. State;
- k. ZIP Code; (5 or 9 digits)
- l. BCCHS email address of the employee;
- m. Employee ID;
- n. Personnel number; and
- o. Date placed into classification

3.10 Notice of Orientation for New Hires: BCCHS shall provide Teamsters written notice of both Employer-wide and department level new hire orientations [no matter how few participants] at least ten (10) business days prior to the event. Representatives of Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present. In the event that an online or electronic orientation is provided to new employees, BCCHS shall include a link to Teamster's website.

ARTICLE 4 - BCCHS RIGHTS/MANAGEMENT RIGHTS

4.1 Retention of Rights, Duties and Powers: It is understood and agreed that BCCHS retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in those duties and powers are the following exclusive rights:

- a. Determine its organization;
- b. Direct the work of its employees;
- c. Determine the times and hours of operation;
- d. Determine the kinds and levels of service to be provided, and the methods and means of providing them;
- e. Determine staffing patterns and design;
- f. Determine whether, when, and where there is a job opening;
- g. Maintain the efficiency of BCCHS operations;
- h. Build, move or modify facilities;
- i. Establish budget procedures and determine budgetary allocations;
- j. Determine the methods of raising revenue;
- k. Contract out work (only when it can be accomplished without layoffs or involuntary transfers of existing employees).
- l. Administer all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans. Such action will be taken with the full consultation of the Union at each step of the process;
- m. To hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees;
- n. Establish educational policies with respect to admitting students;
- o. Ensure the rights and educational opportunities of all students.

4.2 Compliance with Collective Bargaining Agreement: The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Board, 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 law. It is not the intention of the BCCHS, in setting forth the foregoing rights of management, to detract or diminish in any way the rights of employees or the Union as set forth in this Contract.

- 4.3 **Emergency Circumstances:** BCCHS retains its right to suspend the provisions of this Agreement in cases of emergency but only for the duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of BCCHS, but will be limited to major events such as natural catastrophe, civil disturbance, and the like. When an emergency is called, BCCHS will notify the Union of the reasons for the emergency, the expected duration of the emergency, and the specific articles of the Agreement that are suspended by the emergency.
- 4.4 **Limitation of This Article:** The contractual rights of Teamsters and its unit members are set forth in the other Articles of this Agreement, and this Article is not such a source of such rights. Accordingly, no grievances may be filed under this Article. However, nothing in this Article shall prevent the filing of grievances under Articles of this Agreement which have not been excluded from the grievance procedure.

ARTICLE 5 - JOB STEWARDS

At each work location, Teamsters shall have the right to designate, pursuant to its own procedures, one unit member to serve as the Job Steward for BCCHS. Teamsters shall inform BCCHS in writing of the designated unit member. The Job Steward shall have the right to:

- 5.1 Represent a unit member at BCCHS, upon request, in a grievance meeting as expressly provided for in this Agreement's articles concerning Grievance Procedure and Evaluation Procedures. Upon request of a Job Steward serving as a representative described above, the responsible administrator shall, whenever operationally practical, reschedule a lunch and/or rest period of the unit member and Job Steward so that they may timely confer regarding the pending grievance on appeal.
- 5.2 On his/her own time (outside of duty hours), coordinate Union meetings, which may be held on the work site during unpaid time for any unit member in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events;
- 5.3 Post, initial, and date official Union notices on a bulletin board space designated by the site administrator for such purposes; and
- 5.4 Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the work site.
- 5.5 Accompany a Union Representative at any discipline or grievance meetings as well at any Arbitration.

ARTICLE 6 - UNION SECURITY AND DUES DEDUCTION

- 6.1 **Voluntary Authorization:** BCCHS shall deduct Union membership dues for each pay period worked in the amount specified by Teamsters from the salary of each unit member who has submitted a written authorization to Teamsters. For payroll purposes, BCCHS shall deduct on a monthly basis an amount which is evidenced by an upload file submitted no later than the 10th of each month to BCCHS by Teamsters.
- 6.2 **Exclusive to Union:** Payroll deductions for membership dues from unit members shall be exclusive on behalf of Teamsters and no membership dues deductions are to be made on behalf of any other employee organization as defined in Government Code Section 3540.1(d).
- 6.3 **Remittance to Union:** A deposit approximating the amount of dues so deducted shall be remitted to Teamsters on payday, and the reconciled amount will be supplied to Teamsters within thirty (30) days after the deductions are made, together with a list of affected employees.
- 6.4 **Dues Deductions:** In instances where a dues deduction is not taken from a unit member who has a valid authorization form on file, the missed deductions(s) will be taken from subsequent salary payment and remitted to Teamsters.
- 6.5 **Revocation of Authorization for Dues Deduction:** A dues deduction may only be revoked by a unit member in writing during the thirty (30) day period commencing ninety (90) days before the expiration of the Agreement and/or upon expiration of the Agreement. The dues deduction shall automatically terminate if a unit member terminates employment or otherwise ceases to be a member of the bargaining unit.
- 6.6 **Implementation Dates:** Any of the above-described payment obligations applicable to unit members shall be processed by BCCHS with the payroll immediately following the effective date of the payment requirement provided that the information is on file with the Department of Human Resources by the deadline for filing time reports.
- 6.7 **Indemnity/Hold-Harmless:** Teamsters agrees to indemnify and hold BCCHS harmless against any and all liability (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits, or other actions relating to BCCHS's compliance or attempted compliance with either this Article or the requests of Teamsters pursuant to this Article, or relating to the conduct of Teamsters in administering this Article. Teamsters shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall BCCHS funds be involved in any remedy relating to this Article. Any underpayments to Teamsters resulting from BCCHS's failure to make a required deduction shall be remedied by additional deductions from the affected unit member(s). Any overpayments to Teamsters resulting from excessive deductions shall be remedied either by refund from Teamsters to the affected unit member(s) or by a credit against future payments by the affected unit member(s).

6.8 Duty to Provide Information: Consistent with legal and contractual requirements, BCCHS will furnish any information needed by Teamsters to fulfill the provisions of this Article.

ARTICLE 7 - NON-DISCRIMINATION

- 7.1 **Compliance with State & Federal Law:** Pursuant to applicable Federal and State laws, BCCHS and Teamsters agree not to discriminate against any employee based upon race, color, creed, national origin, gender, age, physical disability, mental disability, medical condition, sexual orientation, marital status, or union affiliation.
- 7.2 **Unit Member Grievances Under this Article:** Unit members may grieve alleged violations of this Article through Steps I, II, and III of the grievance procedures contained in this Agreement. Any such grievance may, at Teamster's request, then proceed to arbitration under this Agreement and upon execution of a separate written agreement by the individual grievant to be bound by the arbitration award as a final and binding resolution of the dispute. If the unit member does not want to use the grievance procedure, the unit member may process any claimed violations through the appropriate statutory procedures or through an individual cause of action.

ARTICLE 8 - GRIEVANCE PROCEDURES

8.1 Grievance and Parties Defined: A grievance is a claim by the unit member, unit members or the Union that a specific provision of this Agreement has been violated or misapplied with respect to that unit member(s). Grievances as so defined may be filed by:

- a. An employee;
- b. The Union on behalf of an identified employee(s); or
- c. The Union on its own behalf as to alleged violations of rights granted to the Union in this Agreement.

All other matters and disputes of any nature are beyond the scope of this grievance procedure, including but not limited to those matters for which other methods of adjustment are provided by BCCHS, such as complaints by one employee about another. Also excluded from this grievance procedure are those matters so indicated elsewhere in this Agreement.

8.1.1 The respondent in any grievance shall be BCCHS itself rather than any individual administrator.

8.1.2 If the same grievance or essentially the same grievance is filed by more than one unit member, then one employee may, upon BCCHS's agreement, process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the other pending grievances.

8.1.3 The filing or pendency of a grievance shall not delay or interfere with implementation of any BCCHS action during the processing thereof unless the parties agree to the contrary.

8.1.4 Processing and discussing the merits of a grievance shall not be considered a waiver by BCCHS of the defense that the matter is neither grievable nor subject to arbitration under this Agreement or that the grievance should be denied for other reasons which do not go to the merits.

8.2 Representation Rights in the Grievance Procedure: If an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting, BCCHS shall designate a representative to assume this responsibility. The grievant must be present (physically or virtually as appropriate) at each step of the grievance procedures unless excused by BCCHS and Teamsters.

8.2.1 At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by either a job steward or a Union representative.

Availability of such representative shall not cause unreasonable delay. A grievant shall also be entitled to represent himself or herself. The administrator shall have the right to be accompanied by another administrator or BCCHS representative. By mutual agreement other persons such as witnesses may also attend grievance

meetings.

8.2.2 When a grievant is not represented by the Union, if the grievant agrees, BCCHS shall not agree to a final resolution of the grievance until the Union has received a copy of the grievance, been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter, provided however, that the grievance may be withdrawn by the grievant at any time which shall terminate the grievance procedure.

- 8.3 Released Time for Unit members:** Grievance meetings and hearings shall be scheduled at mutually convenient times and places during regular BCCHS business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee release time will be provided to the grievant and Job Steward. When grievance meetings are scheduled outside the unit member's duty hours, the meeting shall be held immediately preceding or following the unit member's shift.
- 8.4 Confidentiality:** Confidentiality shall be maintained throughout the grievance process to the greatest extent possible, except circumstances may warrant disclosure of underlying facts and circumstances. This prohibition is not intended to restrict normal interviewing of witnesses or other necessary preparations for the hearing or internal communication by the Union or BCCHS for the purpose of evaluating, pursuing or resolving grievances. Moreover, nothing in this provision shall prohibit the internal disclosure by either the School or the Union of the general fact that a grievance has been filed regarding a particular contractual dispute and that the parties are utilizing the grievance process in an attempt to resolve the dispute.
- 8.5 Effect of Time Limits:** If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If BCCHS fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.
- 8.6 "Day" Defined:** A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and legal (or school) holidays.
- 8.7 Informal Discussion:** Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate administrator and discussing the grievance with the administrator. The written grievance must be filed within the time limits required under Step One whether or not the grievant is able to utilize these informal efforts.
- 8.8 Step One:** Within fifteen (15) days, as defined in Section 6.0, after the grievant or the Union knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate administrator on a Grievance Procedure Form stating the facts surrounding the grievance,

identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. The form shall be signed and dated by the grievant. A meeting between the grievant and the immediate administrator shall take place within five (5) days from presentation of the grievance, and the administrator shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step One shall terminate at the close of business on the tenth (10th) day following the Step One meeting.

8.8.1 If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority.

8.9 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the written grievance to the CEO/Principal. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter and the administrator shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step Two shall terminate at the close of business on the tenth (10th) day following the Step Two meeting.

8.10 Step Three (Mediation): If the grievance is not resolved in Step Two, the grievant may, within five (5) days after the termination of Step Two, request that a meeting with a mediator from the State Mediation and Conciliation Service be held as soon as reasonably possible for all parties of interest.

8.11 Request for Arbitration: If the Union is not satisfied with the decision at Step Three, the Union, with the concurrence of the grievant, may submit the matter to the CEO/Principal and Human Resources Director or designee for an Arbitrator. This request must be made in writing within five (5) days after the termination of Step Three.

Within five (5) days from the date the request for an arbitration is received by the Human Resources Department, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of the Arbitrator. The arbitrator shall be jointly selected by the parties from a list provided by the State Mediation and Conciliation Service or the American Arbitration Association by the alternative strike method.

The party who strikes the first name shall be determined by lot. If the arbitrator indicates that he/she will not be available for hearing within a reasonable time, not to exceed sixty (60) days; the parties shall proceed to select another arbitrator as indicated above, unless agreed otherwise.

8.12 Arbitration:

8.12.1 The hearing shall be under the direction of the Arbitrator who shall conduct all matters in accordance with the rules and procedures prescribed in Section 11513 of the Government Code except as otherwise indicated in this Article. Sessions of the Arbitration shall be private with attendance limited to the parties to the grievance

and their representatives, if any, and witnesses while testifying.

8.12.2 BCCHS and the Union shall be jointly responsible for the hearing arrangements and other services required by the Arbitrator for the fulfillment of the Arbitrator's responsibilities. The Human Resources Department shall assist the parties with the release of witnesses and designating hearing locations should the arbitration be held on BCCHS property.

8.12.3 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing.

8.12.4 At the hearing each party shall have a minimum of three (3) copies of all exhibits they intend to introduce. The parties shall make an effort when practical to create a joint exhibit list – it being understood that each party can introduce their own exhibits, including but not limited to impeachment exhibits.

8.12.5 Neither party shall communicate with the Arbitrator without first contacting the other party to explain the purpose of the intended communication.

8.12.6 Unless the parties mutually agree otherwise, a hearing shall be scheduled within sixty (60) days from selection of the Arbitrator, but shall not be scheduled during the summer or off-track time.

8.13 Limitations upon the Arbitrator: The Arbitrator shall have no power to alter, add to, or subtract from any of the terms of this agreement or of this article, but shall only determine whether an express term of the agreement has been violated as alleged in the grievance. Past practice of the parties and interpreting and applying the 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 revision, addition or detraction) of the terms of this agreement. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this agreement or to grant a remedy exceeding that sought by the grievant and/or the union.

8.14 Effect of Arbitration Award: The Arbitration's decision shall be final and binding upon the grievant(s), BCCHS and the Union. The California Code of Civil Procedure sections 1285-1288.8 shall apply to the final and binding arbitration decision.

8.14.1 Except as provided above, a final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), BCCHS and the Union in any subsequent proceedings, including disciplinary and termination proceedings.

8.14.2 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees' and the Union's sole and final remedy for any claimed breach of this Agreement.

8.15 Expenses: All fees and expenses of the Arbitrator shall be shared equally by the Union and BCCHS. Each party shall bear the expense of presenting its own case. A transcript of

proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

- 8.16 Grievance Files:** BCCHS shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file.
- 8.17 No Reprisals:** There shall be no reprisals against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

ARTICLE 9 - WORK STOPPAGE

- 9.1 **No Strikes:** Subject to all applicable legal requirements, during the term of this Agreement, neither Teamsters nor its respective offices or representatives shall urge, call, sanction or engage in any work stoppage, slowdown, or other concerted interference with normal BCCHS operations for any cause whatsoever. In the event of any actual or threatened strike, slowdown, or other work stoppage, Teamsters and its officers, representatives and affiliates shall take all reasonable steps within their control to avert or end the same.
- 9.2 **No Lockouts:** BCCHS shall not engage in a lockout of unit members during the term of this Agreement. The term "lockout" is intended to cover a situation where the employer refuses to permit employees to work in an effort to obtain bargaining concessions from Teamsters.

ARTICLE 10 - HOURS OF WORK

10.1 General Provisions: The work year of employees shall be year-round (A Basis/256 days).

10.2 Basic Workweek: The workweek of these employees shall normally be Monday through Friday; provided, however, that BCCHS may establish a different workweek for particular employees, as required to meet the operational needs of BCCHS. The work of these FLSA-exempt employees does not lend itself to a defined workday or workweek of rigidly established length though it should generally be based on the concept of approximately forty (40) hours per week. Each employee is expected to routinely be present and available during regular office hours and also to devote the time necessary to get the job done. The hours required will vary from day to day and week to week. The employee's work day shall be established at the discretion of BCCHS to meet operational needs, in a manner consistent with applicable law, and with the hours required of the employee to be reasonable.

10.2.1 Prior to any substantial change of a permanent nature that affects an employee's work week or group of employees work week, daily hours of work, and/or work shift, the employee(s) involved shall be given reasonable advance notification at least ten (10) business days' notice, when practicable.

10.2.2 A regular management employee may be granted permission to be absent without loss of pay or use of benefit time provided that:

1. the absence is for not more than half the employee's workday;
2. the responsible administrator is satisfied that good cause exists;
3. the work of the department is not materially retarded by the absence; and
4. the privilege is not used repeatedly to reduce the employee's working time.

ARTICLE 11 - EVALUATION PROCEDURE

- 11.1 Purpose of the Evaluation System:** The overall purpose of the employee evaluation system is to help each employee perform his/her job more effectively to the mutual benefit of the employee and BCCHS. Evaluations are therefore intended: (a) to provide the employee with information regarding the status of his/her performance and quality of work; (b) to provide the immediate administrator with current reports and permanent records on the performance of the employee; and (c) to provide focus upon performance improvement and enhance the quality of services to the public and to the schools.

An evaluation shall not be used as discipline in and of itself; however an evaluation may be used as evidence of the quality of the employee's performance as observed by the evaluator, and that an employee was provided notice of performance deficiencies.

- 11.2 Frequency:** Probationary employees shall be given performance evaluations no less than twice during their probationary period. However, if during the probationary period any items on the evaluation form are rated unsatisfactory, then the employee may be re-evaluated during the remainder of the probationary period, as deemed appropriate.

11.2.1 Contract employees shall be given performance evaluations at least once every year. BCCHS shall make a reasonable effort to issue the employee's annual evaluation at least twenty (20) working days prior to the end of the employee's assignment basis for that school year.

- 11.3 Procedures to be Followed:** Performance evaluation reports, including annual evaluations and any interim evaluations, shall be made on forms mutually agreed upon and prescribed by BCCHS.

11.3.1 Goal-Setting: A meeting between the evaluator and the employee may be convened early in the evaluation period to discuss performance goals for the upcoming evaluation period. Such meeting should, when possible, occur within the first thirty (30) days of the evaluation period. Thereafter during the evaluation period, the evaluator (in consultation with the employee) may, at the initiation of either the employee or the evaluator, modify or change any performance goals originally set. Any such modifications or changes shall be reduced to writing, and attached to the evaluation form.

- a. Limitations: Evaluations shall be based upon observation or knowledge, and not upon unsubstantiated charges or rumors. No evaluation shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given sufficient prior notice of same, an opportunity to review and comment upon them, and had such comments attached to the materials. For purposes of this Article, "personnel file" refers to an employee's specific personnel file maintained by BCCHS as well as any such personnel file maintained by the appropriate division, branch or school site.

- b. Evaluation Meeting and Records: The evaluator (generally the immediate administrator) shall provide a copy of the performance evaluation to the employee and shall meet with and discuss it with the employee. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at the employee's option at the time of the conference or within thirty (30) days thereafter. The original evaluation shall be placed in the appropriate division, branch or school site file. Upon request, each employee shall be informed as to the file in which the original performance evaluation is kept.
- c. Performance Deficiencies: If any category on the performance report is rated lower than "meets standards" the following will be included in the evaluation:
 - (1) statement of the problem or concern;
 - (2) the desired improvement;
 - (3) suggestions as to how to improve; and
 - (4) provisions for assisting the employee.
- d. If on an annual evaluation, an evaluator rates an employee's overall performance as lower than "meets standards", the evaluator shall note on the evaluation whether or not the employee has been previously advised of the specific deficiencies which form the basis for that rating. If the employee was not previously so advised, then the evaluator shall note the reason.

11.4 Appeal: If the employee disagrees with the evaluation, he/she shall have the right to appeal the evaluation in writing to the Principal/CEO within ten (10) working days of receipt of the evaluation. If the employee desires, a meeting may take place within five (5) working days from receipt of the appeal. The employee may be represented in this meeting by the Union if the employee so desires. The reviewer shall reply in writing to the employee within ten (10) working days after the meeting, or if no meeting is held, within ten (10) working days after receipt of the written appeal. The decision of the reviewer shall be final.

11.4.1 No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or BCCHS, nor shall it contest the judgment of the evaluator. Grievances concerning evaluations filed under the grievance procedures of this Agreement shall be limited to a claim that the procedures of this Article have not been followed.

11.5 Right to Copy and Respond to Written Material Placed in Personnel File: An employee shall be provided a copy of all adverse written material prior to or at the time they are placed in his/her Personnel File.

11.5.1 The employee shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material. Upon reasonable

prior notice an employee shall have the right to inspect his/her personnel file (as defined herein) during the normal office hours of the office in which the personnel file is located without loss of pay. The employee's Union representative shall have the right, with the written consent of the employee, to inspect the employee's personnel file. Employees will not be charged for copies of materials in the personnel file which they request. An employee shall also be entitled to a copy of any document the employee has been requested to sign.

- 11.6 Conference Memos and Reprimands:** The purpose of a conference memo, or written reprimand is to inform the employee in writing about perceived deficiencies in work performance and/or conduct, and, where appropriate, to provide a warning and constructive assistance to the employee to improve, and to document the communication on a reasonably current basis. The above documents are written records about work performance issues issued after a face-to-face meeting, or a telephone discussion if the employee or supervisor is unable to meet personally.

When BCCHS determines that a formal conference memo or written reprimand is to be issued, the following procedures shall apply:

- a. The conference memo will be signed by the issuing administrator. The employee shall have the right to sign the conference memo.
- b. A copy of the memo will be given to the employee. The administrator shall make reasonable efforts to obtain the signature of the employee acknowledging receipt of the memo or a witness that the conference memo was delivered.
- c. Any written response from the employee shall be attached to the memo and retained with the file copy.
- d. With the exception described below, annual evaluations shall be based upon observations and any other work-related information observed or determined.

Written Response: Any unit member written response provided within ten (10) calendar days from the date of receipt shall be attached to the document and retained with the file copy.

- 11.7 Confidentiality:** Discussions between a Unit employee and BCCHS concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this Section, "privately" means either a private location, or a location which may be in public view, but is not within earshot of other employees.

ARTICLE 12 - SUBCONTRACTING

- 12.1 During the life of this Agreement, BCCHS shall not subcontract or contract out for services or work currently performed by employees in the bargaining unit.
- 12.2 No represented work shall be assigned to contract employees or those not within the class description unless by mutual written agreement with Teamsters.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 General Provisions

13.1.1 Purpose:

A leave is an authorized absence from a job classification granted to an employee for a specified purpose and period of time, with a right to return to active service unless the employee's service would otherwise have been terminated.

13.1.1 Leave Rights:

- a. Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, sick time and vacation accruals, and retirement credit in the same amounts as if they were not on leave. Employees whose work schedules consist of varying hours per day or days per week shall be entitled to compensation at a rate equal to the amount earned for an average work day within the current pay period
- b. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense. As an exception, employees on certain statutory leaves are eligible for BCCHS-paid benefits provided they are otherwise eligible for such benefits pursuant to applicable law.
- c. Consistent with applicable law, a unit member returning from a leave shall be entitled to a same or comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment, to the extent such position is available.

13.1.2 Restriction:

An unpaid leave of absence may not be converted to a paid leave of absence. As an exception, an unpaid leave due to industrial injury may be converted to workers compensation.

13.2 Sick Leave

13.2.1 All unit members working at least a thirty (30) hour workweek shall be entitled to one (1) day of sick leave per contracted month of employment (e.g., ten-month employees shall be allowed ten (10) days of sick leave annually, eleven-month employees shall be entitled to eleven (11) days of sick leave annually, etc.). Unit members who work less than thirty (30) hours per week shall be entitled to sick leave on a prorated basis based on their work calendar or the state/city mandated sick leave, whichever is greater. These days are calculated and compensated based on the employee's scheduled hours of work per day. (For example, an employee

who works eight (8) hours per day, forty (40) hours per week, would receive eight (8) hours of sick time for each month worked; an employee who works six (6) hours per day, thirty (30) hour per week, would receive six (6) hours of sick time for each month worked.)

- 13.2.2 Employees shall be credited with their total sick leave at the beginning of the school year. A new employee, however, shall not be eligible to take more than six (6) days of sick leave until the first day of the calendar month after completion of six (6) months of active service with BCCHS.
- 13.2.3 If an employee is paid for more than the sick leave days to which he/she is entitled, or separates from employment prior to accruing sick leave taken in advance, the employee shall be required to refund to BCCHS the overpaid salary.
- 13.2.4 A unit member can use accrued paid sick leave for the diagnosis, care, or treatment of an existing health condition or preventive care (including annual physicals or flu shots) for themselves or a family member. A family member is a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the unit member stands in loco parentis), parent (biological, adoptive or foster parent, stepparent, or legal guardian of a unit member or the unit member's spouse or registered domestic partner (as recognized by the State of California), or person who stood in loco parentis when the unit member was a minor child), grandparent, grandchild or sibling. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.
- 13.2.5 Unused sick leave shall accrue from year to year.
- 13.2.6 Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Unit members will not be paid for unused sick time upon separation from employment. Upon retirement, the unit member's accrued sick leave, if any, may be applied towards service credit in accordance with the Public Employees' Retirement System ("PERS") regulations. A unit member who leaves BCCHS prior to completion of a full school year and has used more leave than earned shall have the cost of the excess leave deducted from their final paycheck.
- 13.2.7 Unit members must notify their supervisor (by phone, email, or text message) as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day in order to permit BCCHS time to secure a substitute as needed. Unit members may report their absence as a one-day only absence. If the absence needs to be extended, the unit member needs to notify their supervisor as soon as possible. For absences of three (3) consecutive work days or more, BCCHS may require a medical certification. If requested, unit members may be expected to present a medical certification certifying the unit member's fitness to return to duty after an illness/injury.
- 13.2.8 An employee who is absent shall be required to certify the reason for absence. Also,

the School shall have the authority to use whatever means are reasonably necessary to verify any claimed illness, injury, or disability under this section before authorizing any compensation.

13.3 Personal Necessity Leave

13.3.1 A unit member may use up to six (6) days of sick leave for personal necessity leave per year.

13.3.1.1 Uses of personal necessity leave may include, but are not limited to, death of a member of the unit member's immediate family (this is in addition to Bereavement Leave); death or serious illness of a close friend or relative (not included in Bereavement leave); an accident involving the unit member's person or property, or the person or property of an immediate family member; adoption of a child; the birth of child making it necessary for a unit member who is not the birth parent of the child to be absent from his/her position during work hours, attendance at conferences/conventions, personal legal matters, religious observances, and attendance at the classroom or school of the employee's own child or ward for a meeting with their child's teacher or administrator.

13.3.1.2 Unit members shall submit a request for use of personal necessity leave to their immediate supervisor at least three (3) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Unit members may be required to disclose the reason for personal necessity leave.

13.4 Bereavement Leave

13.4.1 A unit member shall be granted up to three (3) working days, not necessarily consecutive, within twenty-one (21) calendar days after demise or notification of date of funeral of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. A unit member may be granted up to an additional two (2) days without loss of pay or deduction if out-of-State travel or more than three hundred (300) miles one-way travel is required.

13.4.2 For purposes of this Section, "immediate family" includes the following relatives of the unit member:

- a. Spouse, or for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse,
- b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of a spouse),
- c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is

the equivalent of a spouse),

- d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of a spouse),
- e. Grandchild (includes grandchild of spouse, step grandchildren, and grandchildren of cohabitant who is the equivalent of a spouse),
- f. Brother or sister (includes in-law, step, and sibling of cohabitant who is the equivalent of a spouse),
- g. Aunt or uncle (includes in-law, step, and aunt or uncle of cohabitant who is the equivalent of a spouse),
- h. Any relative living in the employee's immediate household.

13.4.3 Three (3) day Bereavement Leaves may be granted for each death described above if more than one death occurs simultaneously; such leaves may be consecutive. (Additional days may be granted under "Personal Necessity Leave," if needed.)

13.5 Industrial Accident Leave (Workers Compensation)

13.5.1 Unit member shall be entitled to industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier.

13.5.2 A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the Board's insurance carrier to assist in determining the qualification and the length of time during which the facilitator will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

13.5.3 An employee may use a physician of his/her choice for treatment of an occupational illness or injury if such employee has submitted to BCCHS a signed appropriate BCCHS form.

13.6 Judicial Leave

13.6.1 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror for up to ten (10) days of pay reimbursement.

13.6.2 BCCHS may require reasonable proof, such as notice of summons or subpoena.

13.6.3 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the school site so that the unit member's compensation for any days of absence for the above

purposes shall not be in excess of nor less than, her/his regular pay.

13.7 Maternity (Paid/Unpaid)

13.7.1 Paid Disability Absence:

For that period of time during which the employee (including temporary employees) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her illness leave under this Article. If the employee does not have an illness leave balance, she shall be permitted an unpaid leave under Section 13.9.

13.7.2 Physician Certifications:

A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the School her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and her physician's release to return to active duty. BCCHS forms for such certifications, and application forms, shall be available in the main office.

13.8 Leaves Without Pay

The applications for and granting of such leaves of absence shall be in writing to the Human Resources Director or designee. Applications shall be given careful consideration and any denial will be set forth in writing with reasons on the basis of the best interest of the organization.

Unit members on leaves without pay shall be permitted to continue participating in School's insurance programs by making premium payments directly to the School. In addition, a unit member on such leave shall notify the Human Resources Director or designee by March 1st of the school year as to intent to return to employment in the school. Failure to notify may be considered an abandonment of position and forfeiture of all insurance benefits.

13.8.1 Pregnancy Disability, Family/Medical, and California Family Rights Act Leaves:

BCCHS shall provide Pregnancy Disability Leave, Family and Medical Leave Act leave and California Family Rights Act leave to unit members consistent with applicable state and federal law and regulations.

13.8.2 Military and Military Spousal Leave of Absence:

BCCHS shall grant a military leave of absence to any unit member who must be absent from work due to service in the uniformed services in accordance with the

Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”).

13.8.3 Unpaid Leave of Absence:

Upon approval of the CEO/Principal, an unpaid leave of absence may be granted to a post-probationary employee for a period not to exceed one (1) school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, educational travel, professional study or research or public service. Extension of such leaves may be granted at the sole discretion of the BCCHS Board.

13.9 **Education Leave (unpaid)**

Consistent with the School’s educational and operational needs, BCCHS will make a reasonable effort to accommodate schedule adjustments requested by employees who are taking classes that either enhance their job skills or enable the employee to make progress toward an undergraduate degree at an accredited two (2) or four (4) year college or university, or a graduate degree. Such adjustments will require the employee to take time off without pay if there is not a reasonable opportunity, in the sole and unreviewable discretion of the supervisor, for the employee to make-up the missed hours.

ARTICLE 14 - COMPENSATION

- 14.1 **Compensation:** The Salary Schedule for Unit members shall be as set forth in **Appendix A** of this Agreement.

To settle and close negotiations for 2020-2021, unit members shall receive one-time off schedule salary payment in the amount of \$4,000.00 per unit member.

Effective July 1, 2021, any salary schedule percentage increase agreed to between BCCHS and UTLA shall apply equally to the schedule for the wages and salaries for Teamsters unit members. Any such agreement constitutes full settlement and closure of the collective bargaining agreement for the 2021-2022 school year.

- 14.2 **Salary Placement:** Entry-level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the rate established for the classification, unless BCCHS authorizes hiring at a higher rate (not to exceed Step 3).

- 14.3 **Step Advancement on the Salary Schedule:** Unit members shall be advanced to the next highest step as of the pay period following completion of no less than seventy-five percent (75%) of their work calendar year.

- 14.4 **Mileage Reimbursement:** Unit members required to use their personal vehicles for BCCHS business shall be reimbursed at the Internal Revenue Service established standard business rate for such usage for all miles driven.

- 14.5 **Cell phone Reimbursement:** Consistent with School policy, BCCHS shall issue each unit member a cell phone solely to be dedicated to BCCHS work purposes.

- 14.6 **Garnishment & Liens:** BCCHS will provide notification to a unit member in the event of a garnishment or tax lien.

- 14.7 **Payment Errors:**

14.7.1 **Payment Shortage:** A payment shortage in a regular salary warrant received by an employee shall be corrected within thirty (30) days after it is reported to BCCHS.

14.7.2 **Limitations Upon Recovery:** Any payroll or other salary errors claimed by any unit member against BCCHS shall be corrected. BCCHS shall be limited in its retroactive recovery against the employee to a three (3) year period dating from the discovery of the error.

14.7.3 **Salary Overpayments:** When a salary overpayment error has been discovered, BCCHS will notify the unit member in writing of the amount and circumstances related to the overpayment and will recommend a suggested method for recovery of the overpayment. The employee may request methods for recovery of overpayments.

14.7.3.1 In the event BCCHS deems it necessary take steps to unilaterally garnish or otherwise “recoup” salary overpayments, such action shall be taken consistent with all legal requirements.

14.8 Longevity Increment: Longevity increments apply to classifications in this unit eligible to receive this increment.

14.8.1 The longevity increment shall become effective on the first (1st) day of the next fiscal year following completion of the qualifying number of years of service.

14.8.2 A “year of service” for the purpose of the longevity increment shall be defined as completion of no less than seventy-five percent (75%) of their work calendar year

The longevity increment schedule for years of qualifying BCCHS service shall be:

- | | | |
|----|----------|--------------------------|
| a. | 10 years | 3% of annual base salary |
| b. | 15 years | 3% of annual base salary |
| c. | 20 years | 3% of annual base salary |

ARTICLE 15 - HEALTH AND WELFARE BENEFITS

15.1 Benefit Plans

BCCHS shall make available to benefit eligible unit members (minimum thirty (30) hours per week) health and welfare benefits in accordance with the applicable plan(s) as set forth in **Appendix B**. The parties recognize that plan providers (i.e., insurance companies) are free to change the names of the plan as well as plan benefits/coverages; in such event, subject to negotiations, BCCHS will make the closest available plan available.

15.2 Eligibility for Plans

Eligibility and duration of health and welfare benefits shall be in accordance with the applicable Employee Welfare Benefit Trust.

15.3 Employer and Employee Premium Contributions

For the term of this Agreement, BCCHS will offer Teamsters unit members the same plans at the same conditions including contribution rates as BCCHS offers to UTLA- represented employees.

15.4 Opt-out

Upon acceptable certification and proof of adequate group coverage pursuant to legal requirements, a unit member may opt out of Medical Benefits and receive \$3,500 per year (prorated monthly).

15.5 Annual Open Enrollment

At least once annually, prior to the open enrollment period, BCCHS will provide written information to unit members and answer questions regarding plan options, costs and benefits. Depending upon whether employees are present when new benefit information becomes available prior to an open enrollment period, BCCHS shall also schedule a staff-wide presentation to explain benefit plans and related information.

15.6 Basic Life Insurance

BCCHS shall continue to provide a Basic Life and Accidental Death and Dismemberment insurance (\$50,000 coverage) at no cost to benefit eligible unit members (Section 9.1).

15.7 Retirement Benefit Plan

15.7.1 Reserve Account for New Hires:

BCCHS shall establish a BCCHS Reserve Account for any BCCHS contributions made on behalf of all full-time probationary and permanent unit members who have provided less than five (5) consecutive years of full-time service to BCCHS. Such

funds shall be held in trust until the employee is vested as described herein. Following completion of five (5) years of such service to BCCHS, the contributions set aside on behalf of the employee in the Reserve shall then be transferred from the BCCHS Reserve Account to the employee's individual Retirement Savings Account, as provided in Section 9.7.2.

15.7.2 Retirement Benefit Plan Contributions:

BCCHS shall contribute \$175 per month into the reserve account [to be held in trust until the employee is vested as described herein] or directly into an individual retirement account for all eligible unit members so long as they continue in active service regardless of their hire date. This shall be the contribution amount for the BCCHS retirement benefits plan until and unless negotiated otherwise.

15.7.3 Eligibility and Vesting:

Following completion of five (5) years of such service to BCCHS, the contributions set aside in reserve shall then be transferred from the BCCHS reserve account to the employee's individual Retirement Savings Account. Once transferred to the individual account, the employee will be fully vested in the contributions and any further contributions thereafter shall be made by BCCHS directly into the individual account for each vested employee. Unit members who cease employment prior to vesting will have no legal right to any contributions set aside in the reserve account. For those unit members meeting eligibility requirements and five (5) years of service, any BCCHS contributions shall be made directly into the unit members' individual Retirement Savings Accounts.

15.7.4 403(b) Plan Contributions:

BCCHS may offer various Retirement Savings Account options but may change such plans as necessary from time to time. Participation in a designated plan or alternative vehicle must comply with the plan's terms and conditions and will be subject to any specific vesting requirements.

15.7.5 Re-Opener Negotiations: In Event of a Financial Crisis/Emergency:

In the event BCCHS suffers a financial crisis/emergency as determined by the BCCHS Board, the Union will be notified in a timely manner and the parties will meet immediately to potentially renegotiate retirement contributions.

15.7.6 Termination of Obligations Upon Termination of BCCHS Charter:

If BCCHS ceases to exist as an independent charter school, all obligations of BCCHS to provide any continuing retirement plan payments under this Agreement will terminate.

ARTICLE 16 – HOLIDAYS

16.1 Holidays: A unit member in a full-time regular assignment or in an assignment in lieu of his/her regular assignment shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Directors of BCCHS, the Governor of California, or the President of the United States.

New Year's Day	Veterans Day
Martin Luther King, Jr. Day	Wednesday before Thanksgiving
Presidents Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day
Labor Day	New Year's Eve

In the event LAUSD adds Caesar Chavez day as a paid holiday, the parties agree to reopen this Article over this single issue.

16.2 Conditions of Eligibility for Holiday Pay:

- a. The unit member must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday.
- b. A unit member in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the school holidays of December 25 and January 1 shall receive pay for the two (2) holidays.
- c. Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday.
- d. If a holiday occurs while a unit member is on vacation or other paid leave, that day will be credited and paid as a holiday.

ARTICLE 17 – VACATION

17.1 Vacation Accrual:

Effective July 1, 2021, all full-time and part-time (pro-rated) unit members working at least thirty (30) hours per week will accrue paid vacation at the rate of 1.66 days per month (twenty (20) days per year).

Vacation begins to accrue at the commencement of employment and accrues on a pay period basis.

Unit members are encouraged to take vacations annually. Vacation time may not be utilized before it is earned. Vacation time no longer accrues once a unit member's accrual reaches a level one and one-half (1½) times the annual amount a unit member is eligible to accrue at that time. When that point is reached (i.e., three weeks in the first five years of employment) the unit member must take vacation to begin accruing again.

Unit members may not “cash out” unused vacation time during employment. All accrued/unused vacation not taken at the time a unit member leaves employment will be paid upon termination of employment.

Vacations need to be scheduled with the appropriate supervisor with sufficient notice so as to not disrupt the workplace.

17.2 Approvals and Disapprovals:

For vacation requests for time of five (5) consecutive days or greater, unit members are required to provide at least fifteen (15) work days advance notice of vacation requests to the supervising administrator, and such administrators shall within five (5) work days provide a written acknowledgment either approving the unit member's submitted vacation request, or denying the request. If not approved, the supervising administrator shall provide a basis in writing for that denial. Timely submitted requests for vacation time shall not be denied for reasons where the proposed vacation time would not substantially interfere with the regular operations of BCCHS.

For vacation requests for time of less than five (5) consecutive days, unit members are required to provide at least forty-eight (48) hours of advance notice of vacation requests to the supervising administrator.

17.3 Changes to Pre-Approved Vacation Time:

Changes in pre-approved vacation time shall not be made by BCCHS, except when necessary to facilitate critical operations or to address an emergency that would substantially interfere with the operation of BCCHS. Vacations in progress shall not be interrupted or canceled unless when the unit member must be contacted or returned to work due to urgent and unavoidable circumstances. In such event, adjustments will be made to vacation accrual to offset any such interruptions.

17.4 Coordination of Vacation Time with Other Leaves:

Vacation may be interrupted or terminated in order to begin bereavement leave, jury duty leave or military leave.

17.5 Vacation Pay:

Vacation pay shall be paid at the base salary rate in effect at the time the vacation is taken.

ARTICLE 18 - SAFETY CONDITIONS

18.1 **General Safety Conditions:**

BCCHS shall be responsible for providing safe working conditions that are in conformance with applicable law and which are within fiscal constraints. Unit members shall be responsible for complying with safety procedures and practices and for reporting any unsafe condition, facility, or equipment of which he/she is aware. BCCHS shall be responsible for informing unit members of necessary safety procedures and practices. There shall be no reprisal against a unit member for reporting any real or potentially unsafe condition, facility, or equipment.

18.2 **Reasonable Access to School Facilities:**

Unit members shall be allowed reasonable access and use of staff restrooms and toilet facilities and drinking water.

18.3 **Emergency Use of Telephone:**

BCCHS shall make a reasonable effort to provide access to its telephone system for emergency calls.

18.4 **Transport of Hazardous Materials:**

No bargaining Unit members shall be asked to transport hazardous materials in his/her own vehicle.

18.5 **Imminent Danger Training:**

On an annual basis, BCCHS will provide imminent danger training for all bargaining unit members. This training will occur during regular work hours and be conducted in person or virtually by a trained professional as determined by BCCHS.

ARTICLE 19 - PROFESSIONAL GROWTH AND DEVELOPMENT

19.1 **BCCHS Provided Professional Growth and Development:**

All bargaining unit members are encouraged to seek professional growth and development. At the discretion of BCCHS, (subject to available fiscal resources), BCCHS shall offer professional growth and development opportunities to unit members.

19.2 **Approval Process for Professional Growth and Development Opportunities:**

In the event a unit member wishes to attend relevant trainings, seminars, and conferences that will assist in the performance of that unit member's job duties, the unit member shall file such request with his/her immediate supervisor. The request shall indicate whether the unit member is seeking reimbursement, and if so, for which purposes. Within ten (10) work days, the CEO/Principal or designee shall respond to the request. Approval for any reimbursement must be granted in advance of any activity, and in accordance with the BCCHS Policy for expense reimbursement.

ARTICLE 20 - EMPLOYMENT STATUS

20.1 Probationary Status

New unit members shall have a two (2) year at-will probationary period during which time they will be evaluated consistent with any requirements in this Agreement. During the school year, probationary status employees may be released from employment on an at-will basis.

20.2 Contract Status

Unit members that have completed at least two (2) full consecutive years of probationary employment shall be offered employment contracts for a duration of two (2) years. During the term of such contracts, a unit member may be released from employment on an at-will basis so long as severance is provided in an amount equivalent to two (2) months' salary, or the remainder of the term of the contract whichever is less. The School's decision whether to renew such employment contracts is at the sole discretion of the School.

ARTICLE 21 - SEPARABILITY AND SAVINGS

If any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

APPENDIX A:
Salary Schedules

**Birmingham Community Charter High School
Classified Manager Salary Schedule
2021-2022
Effective July 1, 2021**

Position	Grade	STEP 1	STEP 2	STEP 3	STEP 4	Step 5
IT Systems Manager	MGR1	90,204.45	95,185.35	99,650.40	104,335.62	109,261.43
Student Data Services Manager	MGR2	88,862.93	91,352.30	93,916.34	96,557.29	99,277.49
Plant Manager	MGR3	82,118.36	85,930.07	89,932.35	94,134.75	98,547.27
*ASB/Student Finance Manager	MGR4	76,718.97	78,838.73	81,022.07	83,270.90	85,587.20
*Assistant Plant Manager	MGR6	61,217.38	62,872.07	64,576.41	66,331.88	68,140.02
*Campus Safety Manager	MGR7	61,146.42	62,896.76	64,699.61	66,556.55	68,469.19
School Facilities and Athletics Operations Manager	MGR10	82,118.36	85,930.07	89,932.35	94,134.75	98,547.27

*Additional 3% increase
Increased all positions by 3%

The longevity increment schedule for years of qualifying BCCHS service:

10 years	3% of annual base salary
15 years	3% of annual base salary
20 years	3% of annual base salary

**Birmingham Community Charter High School
Classified Manager Salary Schedule
2022-2023
Effective July 1, 2022**

Position	Grade	STEP 1	STEP 2	STEP 3	STEP 4	Step 5
IT Systems Manager	MGR1	92,008.54	97,089.06	101,643.41	106,422.33	111,446.66
Student Data Services Manager	MGR2	90,640.19	93,179.34	95,794.66	98,488.43	101,263.04
Plant Manager	MGR3	83,760.72	87,648.67	91,731.00	96,017.44	100,518.21
ASB/Student Finance Manager	MGR4	78,253.35	80,415.50	82,642.51	84,936.32	87,298.94
Assistant Plant Manager	MGR6	62,441.73	64,129.52	65,867.94	67,658.52	69,502.82
Campus Safety Manager	MGR7	62,369.35	64,154.70	65,993.60	67,887.68	69,838.58
School Facilities and Athletics Operations Manager	MGR10	83,760.72	87,648.67	91,731.00	96,017.44	100,518.21

Increased all positions by 2%

The longevity increment schedule for years of qualifying BCCHS service:

10 years	3% of annual base salary
15 years	3% of annual base salary
20 years	3% of annual base salary

APPENDIX B

Health and Welfare Benefits Plans

Birmingham Community Charter High School Election Form
Plan Year 01/01/2021 - 12/31/2021

Certificated New Hire (Hired after 7/1/2017)

Classified New Hire (Hired after 8/1/2018)

**The amounts below do not apply to less than 0.75 FTE (75%) employees
(TAs, ASB Employees and Retired District Employees)**

	Premiums 2021	Employee Cost (12-Month)		Employee Receives (12-Month)		Election
MEDICAL (Effective 01/01/2021)						
Anthem High HMO/20/90						
Employee Only	\$651.85	\$0.00				
Employee + Child/ren	\$1,173.34	\$0.00				
Employee + Spouse	\$1,434.09	\$0.00				
Family (Employee + 2 or more)	\$2,020.42	\$0.00				
Anthem Low PPO/1500/3000/80%						
Employee Only	\$1,017.14	\$318.07	\$381.68			
Employee + Child/ren	\$1,830.87	\$432.73	\$519.28			
Employee + Spouse	\$2,237.73	\$803.64	\$964.37			
Family (Employee + 2 or more)	\$3,153.16	\$1,132.74	\$1,359.29			
Anthem High PPO/500/1000/90%						
Employee Only	\$1,105.34	\$406.27	\$487.52			
Employee + Child/ren	\$1,989.63	\$591.49	\$709.79			
Employee + Spouse	\$2,431.77	\$997.68	\$1,197.22			
Family (Employee + 2 or more)	\$3,426.58	\$1,406.16	\$1,687.39			
Kaiser HMO High						
Employee Only	\$699.07	\$0.00				
Employee + 1 Dependent	\$1,398.14	\$0.00				
Family (Employee + 2 or more)	\$1,978.38	\$0.00				
No Health Benefits*						
Claiming the \$3,500 health insurance opt-out				\$291.67**	\$350.00**	
*Employee must qualify and provide proof of medical coverage and make no health insurance elections above (Default is "No")						
**Total annual amount will be prorated based on effective date if less than a full-year						
DENTAL (Effective 01/01/2021)						
Delta - DHMO						
Employee Only	\$13.91	\$0.00				
Employee + 1 Dependent	\$26.52	\$0.00				
Family (Employee + 2 or more)	\$42.76	\$0.00				
Delta - PPO 1000						
Employee Only	\$46.04	\$0.00				
Employee + 1 Dependent	\$89.57	\$0.00				
Family (Employee + 2 or more)	\$147.01	\$0.00				
Delta - PPO 2000						
Employee Only	\$55.09	\$9.05	\$10.86			
Employee + 1 Dependent	\$106.26	\$16.69	\$20.03			
Family (Employee + 2 or more)	\$176.94	\$29.93	\$35.92			
VISION (Effective 01/01/2021)						
Employee Only	\$9.38	\$0.00				
Employee + 1 Dependent	\$18.54	\$0.00				
Family (Employee + 2 or more)	\$30.36	\$0.00				
FSA Election - Select by entering Annual Dollar Amount in Election Column						
Dependent Care (Capped at \$5,000 per household)						
Medical Care (Minimum \$300 - Maximum \$2,600)						

**Birmingham Community Charter High School Election Form
Plan Year 01/01/2021 - 12/31/2021**

**Certificated New Hire (Hired before 7/1/2017)
Classified New Hire (Hired before 8/1/2018)**

**The amounts below do not apply to less than 0.75 FTE (75%) employees
(TAs, ASB Employees and Retired District Employees)**

	Premiums 2021	Employee Cost (12-Month)		Employee Receives (12-Month)		Election
MEDICAL (Effective 07/01/2018) - Select <u>One</u> Medical Option with a "Yes" in the Election Column						
<u>Anthem High HMO/20/90</u>						
Employee Only	\$651.85	\$0.00				
Employee + Child/ren	\$1,173.34	\$0.00				
Employee + Spouse	\$1,434.09	\$0.00				
Family (Employee + 2 or more)	\$2,020.42	\$0.00				
<u>Anthem Low PPO/1500/3000/80%</u>						
		12-Month	10-Month			
Employee Only	\$1,017.14	\$0.00	\$0.00			
Employee + Child/ren	\$1,830.87	\$0.00	\$0.00			
Employee + Spouse	\$2,237.73	\$0.00	\$0.00			
Family (Employee + 2 or more)	\$3,153.16	\$0.00	\$0.00			
<u>Anthem High PPO/500/1000/90%</u>						
		12-Month	10-Month			
Employee Only	\$1,105.34	\$88.20	\$105.84			
Employee + Child/ren	\$1,989.63	\$158.76	\$190.51			
Employee + Spouse	\$2,431.77	\$194.04	\$232.85			
Family (Employee + 2 or more)	\$3,426.58	\$273.42	\$328.10			
<u>Kaiser HMO High</u>						
Employee Only	\$699.07	\$0.00				
Employee + 1 Dependent	\$1,398.14	\$0.00				
Family (Employee + 2 or more)	\$1,978.38	\$0.00				
<u>No Health Benefits*</u>						
Claiming the \$3,500 health insurance opt-out				12-Month	10-Month	
				\$291.67**	\$350.00**	
*Employee must qualify and provide proof of medical coverage and make no health insurance elections above (Default is "No")						
**Total annual amount will be prorated based on effective date if less than a full-year						
DENTAL (Effective 07/01/2018) - Select <u>One</u> Dental with a "Yes" in the Election Column						
<u>Delta - DHMO</u>						
Employee Only	\$13.91	\$0.00				
Employee + 1 Dependent	\$26.52	\$0.00				
Family (Employee + 2 or more)	\$42.76	\$0.00				
<u>Delta - PPO 1000</u>						
Employee Only	\$46.04	\$0.00				
Employee + 1 Dependent	\$89.57	\$0.00				
Family (Employee + 2 or more)	\$147.01	\$0.00				
<u>Delta - PPO 2000</u>						
		12-Month	10-Month			
Employee Only	\$55.09	\$9.05	\$10.86			
Employee + 1 Dependent	\$106.26	\$16.69	\$20.03			
Family (Employee + 2 or more)	\$176.94	\$29.93	\$35.92			
VISION - VSP - Select <u>One</u> Vision with a "Yes" in the Election Column						
Employee Only	\$9.38	\$0.00				
Employee + 1 Dependent	\$18.54	\$0.00				
Family (Employee + 2 or more)	\$30.36	\$0.00				
FSA Election - Select by entering Annual Dollar Amount in Election Column						
Dependent Care (Capped at \$5,000 per household)						
Medical Care (Minimum \$300 - Maximum \$2,600)						

**Birmingham Community Charter High School Election Form
Plan Year 01/01/2022 - 12/31/2022**

**Certificated New Hire (Hired before 7/1/2017)
Classified New Hire (Hired before 8/1/2018)**

**The amounts below do not apply to less than 0.75 FTE (75%) employees
(TAs, ASB Employees and Retired District Employees)**

	Premiums 2022	Employee Cost (12-Month)		Employee Receives (12-Month)		Election
MEDICAL (Effective 01/01/2022) - Select <u>One</u> Medical Option with a "Yes" in the Election Column						
<u>Anthem High EPO</u>						
Employee Only	\$651.85	\$0.00				
Employee + Child/ren	\$1,173.34	\$0.00				
Employee + Spouse	\$1,434.09	\$0.00				
Family (Employee + 2 or more)	\$2,020.42	\$0.00				
<u>Anthem Low PPO/1500/3000/80%</u>						
		12-Month	10-Month			
Employee Only	\$1,017.14	\$0.00	\$0.00			
Employee + Child/ren	\$1,830.87	\$0.00	\$0.00			
Employee + Spouse	\$2,237.73	\$0.00	\$0.00			
Family (Employee + 2 or more)	\$3,153.16	\$0.00	\$0.00			
<u>Anthem High PPO/500/1000/90%</u>						
		12-Month	10-Month			
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<u>Kaiser HMO High</u>						
Employee Only	\$699.07	\$0.00				
Employee + 1 Dependent	\$1,398.14	\$0.00				
Family (Employee + 2 or more)	\$1,978.38	\$0.00				
<u>No Health Benefits*</u>						
Claiming the \$3,500 health insurance opt-out				12-Month	10-Month	
				\$291.67**	\$350.00**	
*Employee must qualify and provide proof of medical coverage and make no health insurance elections above (Default is "No")						
**Total annual amount will be prorated based on effective date if less than a full-year						
DENTAL (Effective 01/01/2022) - Select <u>One</u> Dental with a "Yes" in the Election Column						
<u>Delta - DHMO</u>						
Employee Only	\$13.91	\$0.00				
Employee + 1 Dependent	\$26.52	\$0.00				
Family (Employee + 2 or more)	\$42.76	\$0.00				
<u>Delta - PPO 1000</u>						
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VISION - VSP - Select <u>One</u> Vision with a "Yes" in the Election Column						
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FSA Election - Select by entering Annual Dollar Amount in Election Column						
Dependent Care (Capped at \$5,000 per household)						
Medical Care (Minimum \$300 - Maximum \$2,850)						

**Birmingham Community Charter High School Election Form
Plan Year 01/01/2022 - 12/31/2022**

Certificated New Hire (Hired after 7/1/2017)

Classified New Hire (Hired after 8/1/2018)

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Delta - PPO 2000						
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Medical Care (Minimum \$300 - Maximum \$2,850)						