

# **COLLECTIVE BARGAINING AGREEMENT**

(July 1, 2020, through June 30, 2023)

**BETWEEN**

**BIRMINGHAM COMMUNITY CHARTER  
HIGH SCHOOL**

**AND**


**CLASSIFIED EMPLOYEES UNION  
OF BCCHS**

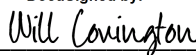
AGREEMENT BETWEEN  
BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL  
AND  
CLASSIFIED EMPLOYEES UNION OF BCCHS

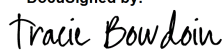
This agreement made and entered into this sixteenth day of November 2021, by and between Birmingham Community Charter High School as "BCCHS" or the "The Charter School," and Classified Employees Union, hereinafter referred to as "CEU," includes all of the following articles and provisions. Ratified and Agreed by the CEU membership on November 16, 2021, and by the BCCHS Board on November 16, 2021.


Agreed in Bargaining:

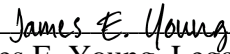
For Birmingham Community Charter High School:

DocuSigned by:  
  
Ari Bennett, Principal/CEO


DocuSigned by:  
  
Will Covington, Chief Business Officer

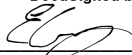
DocuSigned by:  
  
Tracie Bowdoin, Administrative Director

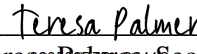
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Amanda Dresser, Human Resources Manager

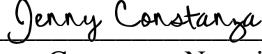
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James E. Young, Legal Counsel/Chief Negotiator

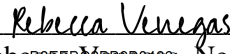
For Classified Employees Union:

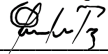
DocuSigned by:  
  
Jose Daniel Reyes, President

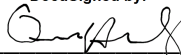
DocuSigned by:  
  
Erik Cruz Rubalcava, Vice President


DocuSigned by:  
  
Teresa Palmer, Secretary

DocuSigned by:  
  
Jenny Constantza, Negotiating Team

DocuSigned by:  
  
Rebecca Venegas, Negotiating Team

DocuSigned by:  
  
Manuel Barreras, Negotiating Team

DocuSigned by:  
  
Oscar H. Melgar, Negotiating Team

DocuSigned by:  
  
Tris Carpenter, CEU Chief Negotiator  
California Labor Strategies

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- Appendix C – Health and Welfare Benefits Plans
- Appendix D – Assignment Basis
- Appendix E – Pre-designation of Personal Physician

## **ARTICLE 1 - AGREEMENT**

This Agreement is made and entered into by and between the Governing Board of Directors (“Board”) of Birmingham Community Charter High School, which together with its administrative staff and representatives will be referred to in this Agreement as “BCCHS” or “the Charter School,” and Classified Employees Union of Birmingham Community Charter High School, which together with its officers and representatives will be referred to in this Agreement as “CEU.”

## ARTICLE 2 – RECOGNITION

### 2.1 Recognized Unit

Pursuant to applicable California statutes, regulations, and P.E.R.B. Case No. LA-RR-1264-E, as amended by Case No. LA-DP-443-E, CEU has been certified as the exclusive representative of a bargaining unit comprised of the following employees of BCCHS for the purposes of the Educational Employment Relations Act (Government Code Section 3540, et seq., Title I, Division 4, Chapter 10.7).

### 2.2 Included

“All full-time and part-time classified employees of Birmingham Community Charter High School (BCCHS) as defined in California Education Code 45100 et seq...,” employed in the following classes:

- Admissions & Records Office Assistant
- Administrative Assistant to AP/Director
- Bilingual Teacher Assistant
- Building and Grounds Worker
- Business Office Associate
- Business Office Technician
- CALPADS Aeries Data Analyst
- Campus Aide
- College & Career Center Assistant
- Data Processing Support Assistant
- English Learner Liaison
- Facilities Maintenance Technician
- Facilities Maintenance Technician II (formerly Systems Maintenance Technician)
- Gardener
- Instructional Materials Clerk (formerly Textbook Clerk)
- IT Technician I
- IT Technician II
- Lead Building/Grounds Worker
- Leasing Assistant (formerly Security Officer/Leasing Assistant)
- Library and College Center Aide
- Licensed Vocational Nurse (LVN)
- Lifeguard
- Main Office Assistant
- Night Campus Aide
- Paraprofessional Special Ed.
- Paraprofessional-Specialized Special Ed.
- Parent Resource Liaison
- Program Office Assistant
- Registrar
- Senior Business Office Associate
- Senior Building and Grounds Worker
- Senior Gardener
- Senior Paraprofessional Special Ed.
- Special Education Office Assistant
- Special Education Office Associate

Special Education Office Associate II  
Testing Center Support Assistant

**2.3 Exclusions**

Specifically excluded from recognition are those employees who are management, confidential, or certificated service including, but not limited to, employees in the following classifications:

ASB/Student Finance Manager	(Management, Supervisory)
Chief Business Officer	(Management, Supervisory, Confidential)
Community and Athletic Events Manager	(Management, Supervisory)
Executive Assistant/Communications Specialist	(Confidential)
Human Resources Director	(Management, Supervisory, Confidential)
Human Resources Analyst	(Confidential)
IT Systems Manager	(Management, Supervisory)
Lead Campus Supervisor	(Supervisory)
Plant Manager	(Management, Supervisory)
Project Manager	(Management, Confidential)
Senior Financial/Budget Analyst	(Confidential)
Student Information Database Manager	(Management)

**2.4 Additions/Removals**

Consistent with legal requirements, BCCHS agrees that it will notify and meet and confer with CEU when adding additional positions to or removing positions from the Classified bargaining unit.

### **ARTICLE 3 – DEFINITIONS**

- 3.1** “BCCHS” or “School” refers to Birmingham Community Charter High School.
- 3.2** “Board of Directors” or “Board” refers to the governing body of BCCHS.
- 3.3** “Union” or “CEU” refers to the Classified Employees Union of BCCHS that represents this bargaining unit.
- 3.4** An “employee” or “unit member” is a classified employee who is a member of the appropriate unit as defined in Article II, Recognition.
- 3.5** “Agreement” shall refer to this Collective Bargaining Agreement, which also includes any Memorandum of Understanding or Side Letter Agreement subsequently agreed upon in writing between the parties.
- 3.6** “Immediate supervisor” is the management employee having first line authority.
- 3.7** “Negotiate in good faith” refers to a sincere and honest effort on the part of each party to reach agreement.
- 3.8** “Seniority” is defined as the total employed service to Birmingham. Prior service with LAUSD will be counted toward seniority so long as the employee transitioned directly from service with LAUSD at Birmingham on June 30, 2009, to employment with BCCHS as an independent charter school on July 1, 2009. Dates of hire for employees who began service with BCCHS on or after July 1, 2009 (after formation of the charter school) will not include prior service with LAUSD or other districts.
- 3.9** “Classification seniority” is the date assigned to a classification included in the bargaining unit, adjusted due to periods of non-paid status.

#### **ARTICLE 4 – DURATION**

Subject to any re-openers as defined herein, this Agreement shall remain in full force and effect from July 1, 2020, until June 30, 2023.



**ARTICLE 5 – [BLANK]**

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## **ARTICLE 6 - SUPPORT OF THE AGREEMENT**

BCCHS and the Union agree that it is to their mutual benefit to encourage the resolution of problems or concerns regarding wages, hours, and other terms and conditions of work through the negotiation process. Therefore, it is agreed that BCCHS and the Union will support this Agreement for its term as a demonstration of the cooperation and consistency to this end.

## ARTICLE 7 - EVALUATION

The terms of this Article shall not be interpreted in any manner which alters or is inconsistent with the rights and obligations in the article of this Agreement addressing Employment Status. The primary purpose of evaluations shall be for the improvement of employment skills, and all evaluations shall be conducted in good faith and in accordance with the provisions of this Agreement.

- 7.1 Unit members shall be evaluated by no later than June 30 (or the last working day of the school year for B and C basis employees) per the applicable form at **Appendix A**. The period reviewed shall be the current school year. The evaluator shall be the immediate supervisor or someone outside the bargaining unit sufficiently familiar with the work done by the employee. Failure of BCCHS to issue an evaluation shall not be construed in a negative light or have an adverse impact on promotions or other future employment considerations.
- 7.2 Probationary unit members as defined by Article 18 shall be formally evaluated at least once during the probationary period. It is acknowledged that supervisors should provide more frequent feedback, but failure to evaluate an employee shall not impact the School's right to release an employee during the probationary period pursuant to Article 18.
- 7.3 The BCCHS evaluator and the unit member will sign a copy of the evaluation. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.
- 7.4 After receiving his/her copy, the unit member shall have ten (10) working days to review the evaluation and add a written response. Any written response of the unit member to the evaluation shall be attached to the evaluation and included in the unit member's personnel file.
- 7.5 If any category on the performance report is rated lower than "meets requirements," the following will be included on the evaluation:
  - 7.5.1 Statement of the problem or concern,
  - 7.5.2 The desired improvement,
  - 7.5.3 Suggestions as to how to improve, and
  - 7.5.4 Provisions for assisting the employee.
- 7.6 No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the School, nor shall it contest the judgment of the evaluator. Grievances solely concerning particular evaluations shall be limited to a claim that the procedures of this Article have not been followed.
- 7.7 CEU and representatives from BCCHS shall form a task force/committee to meet and discuss possible revisions to the evaluation article and evaluation forms as needed.

## **ARTICLE 8 - COMPENSATION**

### **8.1 Wages and Salaries**

The schedule for CEU wages and salaries is set forth in **Appendix B** of this Agreement, which is attached hereto and fully incorporated herein.

To fully settle and close negotiations for the school years 2020-2021, 2021-2022 and 2022-2023, BCCHS shall provide the following:

- For 2020-2021 - make a gross taxable one-time off schedule payment in the amount of \$2,000.00 per unit member. Additionally, BCCHS shall make a gross taxable one-time off schedule payment of \$500 to those unit members who worked on-site during 2020-2021 for 50% to 74% of the work year; and a one-time off schedule payment of \$750 for those unit members who worked 75% or more on site during 2020-2021.
- For 2021-2022 - increase all wages and salaries for unit members for each job classification by \$1.00 per hour, effective July 1, 2021.
- For 2022-2023 - increase all wages and salaries for unit members by two percent (2%), effective July 1, 2022. Further, each unit member employed as of December 31, 2022, shall receive a gross taxable one-time off schedule payment in the amount of \$500.00, and as of May 1, 2023, make an additional such payment in the amount of \$500.00.

### **8.2 Salary Step Placement and Advancement**

8.2.1 Entry-level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the School authorizes hiring at a higher rate (up to Step 3) based on verified previous comparable experience.

8.2.2 Unit employees will be entitled to advance one (1) step on the Salary Schedule on July 1 of each year provided the highest step on the salary range has not been attained. The employee must have worked a number of days equal to at least seventy-five (75%) percent of the total work days for their assigned basis and received a satisfactory evaluation during the previous school year. No credit is given for time spent on paid or unpaid leaves of absence.

### **8.3 Mileage Reimbursement**

Employees who are required to use their personal vehicles on authorized BCCHS business (exclusive of daily commute) shall be reimbursed for such usage at the then current IRS rate.

### **8.4 Bilingual/Biliterate Stipends**

It is understood by the parties that, in the regular course of business, BCCHS serves a large percentage of students and families that speak a language other than English at home, and

thus BCCHS must have several unit members with proficiency in languages other than English.

For those unit members whose job description does not require bilingual or biliterate services to be provided, unit members who receive BCCHS approval and who pass the appropriate examination are eligible for the following stipends provided such unit members meet the requirements as provided below:

- 8.4.1 Bilingual Stipend: For those unit members who receive BCCHS approval and who successfully pass the BCCHS designated bilingual examination, such unit members shall be expected in the regular course and scope of their duties to be called upon to utilize their verbal skills. Such unit members who have successfully passed the bilingual examination shall receive a Bilingual Stipend in the amount of sixty dollars (\$60) per month consistent with the unit member's work calendar. BCCHS shall provide reimbursement to each unit member for the cost of taking a bilingual examination only when such unit member successfully passes that examination.
- 8.4.2 Biliterate Stipend: For those unit members who receive BCCHS approval and who successfully pass the BCCHS designated biliterate examination, such unit members shall be expected in the regular course and scope of their duties to be called upon to utilize their language skills for speaking, reading, writing and translation (i.e., engaging with parents and students). Such unit members who have successfully passed the biliterate examination shall receive a Biliterate Stipend in the amount of one hundred dollars (\$100) per month consistent with the unit member's work calendar. BCCHS shall provide reimbursement to each unit member for the cost of taking a biliterate examination only when such unit member successfully passes that examination. This stipend may not be combined with the Bilingual Stipend.
- 8.4.3 Part-Time Employees: The stipend for eligible part-time unit members shall be prorated at the same rate that the number of hours of their regular assignment bears to a regular eight (8) hours per day assignment.
- 8.4.4 Effective Date: The approved stipend shall become effective on the first day of the pay period following completion and assessment of approved bilingual/biliterate examination and receipt of certification to Human Resources.
- 8.4.5 Liability: Unit members working within the course and scope of employment, consistent with lawful BCCHS rules and regulations and the collective bargaining agreement will not be held liable for any legal action based on a claim of negligence associated with providing IEP translation services.

## **8.5 Longevity Differential**

BCCHS will continue paying a three (3%) percent hourly wage differential to employees who have completed ten (10) years of service with BCCHS. The following conditions shall apply:

- 8.5.1 The employee must have worked at least seventy-five (75%) percent of total number of workdays in his or her assigned basis for that school year (from July 1 to June 30).

- 8.5.2 Employment outside of BCCHS is not considered for longevity. Prior services credit for step placement on the classified salary schedule is separate and distinct from the service date for longevity.
- 8.5.3 As the sole exception to Section 8.5.2, for purposes of calculating longevity, credit for up to three (3) years of prior service with LAUSD at Birmingham will be given for employees who, on June 30, 2009, transitioned directly from employment with LAUSD at Birmingham to employment with BCCHS as an independent charter school without a break in service. For all other classified staff hired on or after July 1, 2009, their initial hire date (first day of work) will be used to calculate years of service for purposes of qualifying for the longevity differential.
- 8.5.4 Longevity status begins on the first day of the fiscal year following completion of the required ten (10) years of service, as provided above.
- 8.5.5 Separation from BCCHS for a period of less than twelve (12) months shall not be considered a break in service to qualify for or continue qualifying for longevity.

## **8.7 Education Bonus**

Unit members who possess an Associates degree from an accredited college shall be entitled to \$500 per year in addition to their base salary. Unit members who possess a Bachelors degree from an accredited college shall be entitled to \$750 per year in addition to their base salary. Unit members who possess a Masters degree from an accredited graduate program shall be entitled to \$1,000 per year in addition to their base salary. Each unit member is entitled to one such differential (for example, an employee who possesses two Bachelors degrees cannot receive more than one \$750 payment; similarly, a unit member who possesses both a Bachelors and a Masters degree will only receive a \$1,000 payment). Educational bonus payments shall be paid equal installments through all regular pay periods.

## ARTICLE 9 - HEALTH AND WELFARE BENEFITS

### 9.1 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 C**. 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.

### 9.2 Eligibility for Plans

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

### 9.3 Employer and Employee Premium Contributions

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

### 9.4 Opt-out

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

### 9.5 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.

### 9.6 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).

### 9.7 Retirement Benefit Plan

#### 9.7.1 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.

9.7.2 Retirement Benefit Plan Contributions:

BCCHS shall contribute \$150 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. In the event BCCHS agrees to increase the above contribution for any other bargaining unit at BCCHS, it shall also increase its contribution for CEU unit members at the same time and in the same amount.

9.7.3 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.

9.7.4 403(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.

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

In the event BCCHS suffers a financial crisis/emergencies 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.

9.7.6 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 10 - HOURS, OVERTIME, AND EXTRA WORK ASSIGNMENTS

### 10.1 General Provisions

#### 10.1.1 Work Year:

The work year of unit members shall be determined by BCCHS in accordance with Assignment Bases attached hereto as **Appendix D**.

#### 10.1.2 Workweek:

The workweek of unit members shall typically be Monday through Friday, provided, however, that BCCHS may establish a different workweek for particular unit members, classes, or shifts as required to meet the operational needs of BCCHS. Unit members will be given a minimum of fourteen calendar days' notice prior to the effective change in work schedule subject to Section 10.7.

#### 10.1.3 Work Hours:

Full-time employment for unit members shall be based on a forty (40) hour workweek of eight (8) hours per day, exclusive of meal periods. Unit members' daily hours of work and shifts shall be established at the discretion of the School to meet the operational needs of the School in a manner consistent with applicable law, provided, however, that nothing contained herein shall be construed as a guarantee by the School of a certain number of paid hours per day or days per week.

### 10.2 Overtime and Temporary Extra Work Assignments

#### 10.2.1 Equitable Distribution:

To the extent practicable, the School shall use reasonable efforts to distribute overtime work and/or temporary extra work assignments equitably among the qualified employees of an office, operational unit, or work group with consideration given to School need and employee availability in making the distribution.

##### a. Eligibility List, Notification and Application:

Employees who wish to be eligible for overtime or temporary extra work assignments must submit an annual Overtime/Extra Work availability form to their supervisor, with a copy provided to Human Resources, within ten (10) days of the beginning of the first day of work in their assigned basis (or, for new hires, within ten (10) days of their initial hire date).

##### Eligibility List, Corrections:

The Parties recognize the challenge inherent in compiling a list in order of date of hire when seniority was not previously recognized at BCCHS and with no records detailing employee hire dates or start dates prior to the School's establishment as an independent charter school. Accordingly, the parties agree to make their best efforts working together to ensure the accuracy of all eligibility lists. The lists will be posted within thirty (30) calendar days of the ratification of this agreement. Unit members will have an additional thirty (30) calendar days after posting to contest their placement on the list and/or their hire date, in which case the CEU President

and BCCHS CEO/Principal, or their designees, will meet to resolve the issue in order to ensure accuracy in the listed order of names and the seniority dates. If the matter still cannot be resolved, either CEU or BCCHS may refer the matter to binding arbitration pursuant to Section 19.8, except that final submission of the case will be made with closing argument; with no transcript, stenographic services, or briefs; and with a summary letter award to be issued within five (5) days of the close of hearing. In the interest of fairness to unit members, the parties may extend these timelines by mutual agreement.

b. List of Anticipated Overtime/Temporary Extra Work Assignments:

Prior to the end of the semester, BCCHS will provide the CEU President with a list of all anticipated overtime/temporary extra work assignments, listed by each operational unit (e.g., campus aides, clerical assistants, paraprofessionals, etc.) for the following semester. The list will indicate the number of anticipated offerings and any required qualifications.

c. Special Skills/Experience:

Where special skills and/or experience are required for the Overtime or Temporary Extra Work Assignment, the skills and/or experience will be identified, and selection will be limited to those unit members with such skills and/or experience. (As an example, “skills” may refer to bilingual ability, and “experience” may include working with special education records and Welligent.)

d. Matrix:

BCCHS will prepare a poster-size Matrix of Overtime/Temporary Extra Work Assignments for each operational unit. The Matrix will indicate the number of positions for each event as well as any required special skill or experience.

e. Alternates:

Where multiple unit members are needed to cover an Overtime/Temporary Extra Work Assignment event (e.g., campus aides at football games), the Matrix may include alternate positions (in case of an unanticipated vacancy) for which unit members may sign their names.

f. Selection Meeting:

As soon as practicable, at the beginning of each semester, unit members within each operational unit will meet together on paid time (for up to one (1) hour) with one or more management representatives to discuss the list of Overtime/Temporary Extra Work Assignments. (Employees who are unable to attend may designate a coworker to act as their proxy.) The meeting will be scheduled at the discretion of management, in order to avoid disrupting the instructional program and other School operations, and may occur during regular work hours or after work shifts (with payment of appropriate overtime).

g. Sign-up in Rotational Order:

At the meeting, one at a time, beginning with the most senior employee, unit members will sign their names next to their preferred selection (for which they are

qualified). Once all employees in the operational unit have made their selection, the rotation starts again with the most senior and continues over and over until all the items on the Matrix have been exhausted. The rotational list, with the names of all eligible employees (see sub-section “a”) and showing the names remaining at the time the items were exhausted, will be retained by management.

h. Unanticipated and New Assignments:

Where previously unanticipated or new Overtime/Temporary Work Assignments becomes available at least twenty-four (24) hours in advance, BCCHS will offer the opportunity to unit members within the work unit by seniority, continuing with the names remaining on the rotational list at the time the process (sub-section “g”) was completed.

i. Last Minute Openings and Vacancies:

Where an overtime or temporary work assignment opportunity arises less than twenty-four (24) hours of the event or work shift (e.g., to replace an employee who called in sick), BCCHS should attempt to consider seniority in securing a replacement, but the parties recognize that the School’s priority is in filling the vacant assignment as quickly as possible.

j. Vacancies Due to Lack of Interest:

Where there are vacancies due to lack of interest in a particular assignment (including where no unit member agrees to take the place of a cancellation as provided above), BCCHS has the right to contract out work or, upon reasonable notice, to require an employee to work overtime as needed. Reasonable notice shall be deemed to be no less than twenty-four (24) hours in advance except in cases of emergency or when necessary to meet unanticipated peak workloads. In any event, the School will make reasonable efforts to provide as much advance notification as possible when it becomes apparent that overtime work may be required.

10.2.2 Compensation for Overtime:

Unit members assigned to a workday of eight (8) hours and a workweek of forty (40) hours shall receive compensation at a rate equal to one and one-half (1½) times the regular rate of pay for work authorized and performed during the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any calendar week. Unit members receive double pay for work authorized and performed beyond twelve (12) hours in a single day and for work beyond eight (8) hours on the seventh (7<sup>th</sup>) consecutive day in a single workweek.

10.2.3 Exceptions for Ordinary Assigned Work:

a. Clerical Unit Members, Temporary Extra Work Assignments:

With respect to the following listed clerical unit members, this Article applies only to Temporary Extra Work Assignments; it does not apply where these unit members receive overtime from their supervisors to complete their ordinary assigned work: Admissions & Records Office Assistant, Administrative Assistant to AP/Director, College & Career Center Assistant, Main Office Assistant, Parent

Resource Liaison, Program Office Assistant, Registrar, Testing Center Support Assistant, Special Education Office Assistant, Special Education Office Associate, and Special Education Office Associate II.

b. Specific Assignment Exception:

Where the assignment involves a specific assignment or individual (e.g., a Ninth Grade Parent/Student Orientation Meeting where the administrative assistant in the Ninth Grade Academy is being introduced), that individual may be offered the Overtime or Extra Work Assignment directly as part of ordinary assigned work for his/her assignment, instead of being listed on the Matrix.

10.2.4 Limitations:

Regardless of a unit member's assigned average workday and workweek, overtime shall be paid only when authorized and only for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week. For the purpose of computing overtime and overtime pay, only time actually worked by the unit member shall be considered.

### **10.3 Meal Period**

Unit members who are assigned for duty for more than five (5) consecutive hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal period. The meal period shall be scheduled by the appropriate administrator or supervisor near the middle of the shift based on program needs, but in no event later than four and one-half hours (4.5) hours into the shift. Unit members who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay in a manner consistent with applicable State and Federal laws. Unit members are required to clock out and back in promptly at the beginning and end of each meal period. Because BCCHS is a charter school, the parties agree and understand that prompt attention to student and parent needs is critical to the success of BCCHS. As such, the parties recognize that employees who are delayed in taking or returning from a meal break due to addressing student and parent needs will be extended a "grace period" when evaluating time cards for tardiness. However, in no event shall a meal period commence later than five (5) hours into the shift.

A second meal period of not less than thirty (30) minutes is required if a unit member works more than ten (10) hours per day, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and unit member only if the first meal period was not waived.

### **10.4 Rest Period**

Unit members assigned six (6) hours or more of work duties per day shall be granted two (2) rest periods of ten (10) minutes each. Unit members assigned for four (4) hours or more but less than six (6) hours per day shall be granted one rest period of ten (10) minutes. Unit members working more than eight (8) hours per day are entitled to additional rest breaks of ten (10) minutes for every four (4) hours worked (or majority portion thereof). The rest period shall be scheduled by the appropriate administrator for mid-morning and/or mid-afternoon but not during the first or last hour of the assignment. The rest period shall not be used to lengthen the lunch period or shorten the workday. The Faculty Dining Room shall remain open for unit member use as a break room.

## **10.5 Call-Back Time**

Unit members who are called back to work outside their regular work hours shall be guaranteed a minimum of two (2) hours' pay at the appropriate rate in a manner consistent with applicable State and Federal laws. No unit member shall be required to "stand-by" to be available to return to work after completion of the unit member's regularly scheduled work hours and no discipline or retaliation shall result if the unit members are not available for call back work.

## **10.6 Summer Assignments**

### **10.6.1 Assignment Order:**

By May 25, or within ten (10) work days following certificated staff assignments for summer school (whichever is earlier), BCCHS will notify all unit members that request to work during the summer of the designated on-line application process for such positions. Any special skills that are required will be identified in the on-line application. Selection for summer assignments shall be made from a list of unit members by job classification who have applied on-line and who have the required skills. The rotation order shall begin within the priority group (see Section 10.6.2) with the most senior unit member; if the most senior unit member within that priority group rejects the offer, the next most senior (within the priority group) shall be offered the option, and so on, before moving to the next priority group and continuing the process starting with the most senior until the position is filled. Placements shall be made in the following order:

- a. Regular classified unit members in the same job classification;
- b. Regular classified unit members in a similar job classification who are qualified and have applied;
- c. Regular classified unit members in other job classifications who are qualified and have applied; and then
- d. Other individuals who are qualified (including retirees).

### **10.6.2 Priority:**

Regardless of seniority, unit members who did not work the previous summer have priority for selection over those unit members who did.

### **10.6.3 Restrictions:**

When a unit member accepts a summer assignment, he/she must complete that assignment for its entire summer program period and should not request vacation or to be changed from one assignment to another. Exceptions may be made at the sole discretion of the School. Unit members who accept a summer assignment but do not complete the assignment will not have priority for selection for the next year.

### **10.6.4 Compensation:**

Unit members assigned to the same job classification will receive their regular rate of pay. Unit members assigned to a different job classification will be compensated at

the Step 1 rate for that job classification. As an exception, a unit member who was previously assigned to a different job classification who previously worked in that job classification will be paid at the same Step by which the unit member was compensated when last assigned to that job classification.

## **10.7 Work Schedule Changes**

A change in work schedule is defined as a modification of a unit member's start and stop time, or work week assignment, without a change in number of daily assigned hours. Should there be a scheduled change, the immediate supervisor shall first hold a meeting to discuss any impacts or potential hardships resulting from such change.

10.7.1 The work schedule may be changed under the following circumstances:

- a. when mutually agreed to by the unit member and the unit member's supervisor; or
- b. in an emergency; ("Emergency" means any situation affecting the instructional program and/or the administration of the School which could not be reasonably anticipated or could constitute a threat to the safety of students or anyone on the campus); or
- c. when the unit member is given a minimum of fourteen (14) calendar days' notice prior to the effective date of a change in work schedule.

10.7.2 The unit member's immediate supervisor shall, if so requested, discuss any problems affecting the implementation of work schedule changes with the unit member.

## **10.8 Attendance**

Both BCCHS and the Union recognize that all unit members need to be at work on time. Unit members are required to use the timeclock closest to their work stations and are expected to proceed directly to their stations after clocking in at the beginning of their work shifts and the end of their meal breaks. Similarly, unit members are expected to clock out promptly at the end of their work shifts and at the beginning of their meal breaks.

## ARTICLE 11 – VACATIONS AND HOLIDAYS

### 11.1 Vacation

11.1.1 Employees working at least thirty (30) hours per week shall annually earn vacation as follows:

- 1-5 years 10 days
- 6-10 years 15 days
- 11 years and beyond 20 days

- a. “Years” for the purpose of the above accrual shall be understood to mean all consecutive years served at BCCHS without a break in service. In addition, prior service with LAUSD will be included only if the employee transitioned directly from service with LAUSD at Birmingham on June 30, 2009, to employment with BCCHS as an independent charter school without a break in service.
- b. In order to get credit for a “year,” the employee must have worked for at least 75% of the total workdays for his or her assigned basis for that school year. Time on leave, whether paid or unpaid, is not considered for purposes of meeting the 75% requirement.

11.1.2 Vacation begins to accrue at the commencement of employment and accrues on a pay period basis. The vacation accrual rate is based on the following – Employee completes years One (1) through Five (5) years of service by July 1 of the fiscal year in order to move to the next vacation accrual rate.

11.1.3 Vacation shall accrue up to a cap of what the unit member may earn in eighteen (18) months. Once the cap is reached, the unit member shall not accrue any further vacation leave until some vacation leave is used. Vacation may not be taken before it is accrued. Any vacation time taken during the school year or otherwise should be coordinated and cleared by the unit member’s supervisor subject to scheduling and seniority. No request for vacation shall be unreasonably denied, but, absent compelling circumstances, vacations may not be permitted during peak times based on the needs of the position. Unit members shall be paid for any accrued/unused vacation upon separation from employment.

### 11.2 Holidays

11.2.1 All unit members are entitled to the following twelve (12) paid holidays (paid according to their FTE, or the wage they would have earned during their regular shift) observed by BCCHS provided the holiday falls on a regular work day within their basis, and provided further that the employee is in paid status during the work day immediately preceding and the work day immediately succeeding the holiday:

- New Year’s Day
- Martin Luther King’s Birthday
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day

- Veterans' Day
- Wednesday before Thanksgiving
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas
- New Year's Eve Day

If LAUSD adds Cesar Chavez Day as a paid holiday, the parties agree to reopen this Agreement over this single issue.

- 11.2.2 No holiday pay will be paid to an employee who is on an unpaid status, on any leave of absence, or absent due to workers' compensation.
- 11.2.3 If a holiday falls on a Sunday, the holiday will be observed on the following Monday. If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday.
- 11.2.4 BCCHS reserves the right to designate other days or parts of days as holidays with pay.
- 11.2.5 All employees required to work on an observed or actual holiday will be paid double time. The actual hours (midnight to 11:59 pm) of those days will be paid at this rate.



## ARTICLE 12 - LEAVES OF ABSENCE

### 12.1 General Provisions

#### 12.1.1 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.

#### 12.1.2 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.

#### 12.1.3 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.

### 12.2 Sick Leave

- 12.2.1 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.)

- 12.2.2 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.
- 12.2.3 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.
- 12.2.4 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.
- 12.2.5 Unused sick leave shall accrue from year to year.
- 12.2.6 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.
- 12.2.7 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.
- 12.2.8 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.

### **12.3 Personal Necessity Leave**

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

- 12.3.1.1 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.
- 12.3.1.2 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.

## **12.4 Bereavement Leave**

- 12.4.1 A unit member shall be granted up to three (3) working days, not necessarily consecutive, within twenty-one 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.
- 12.4.2 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.
- 12.4.3 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.)

## **12.5 Industrial Accident Leave (Workers Compensation)**

- 12.5.1 Unit member shall be entitled to industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier.
- 12.5.2 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.
- 12.5.3 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 form as contained in **Appendix E**.

## **12.6 Judicial Leave**

- 12.6.1 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.
- 12.6.2 BCCHS may require reasonable proof, such as notice of summons or subpoena.
- 12.6.3 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.

## **12.7 Maternity (Paid/Unpaid)**

### 12.7.1 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 12.9.1.

### 12.7.2 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.

## **12.8 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.

### **12.8.1 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.

### **12.8.2 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").

### **12.8.3 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.

## **12.9 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 13 - TRANSFERS AND VACANCIES**

### **13.1 Transfers**

13.1.1 A transfer is the relocation of an employee from one work site to another work site.

13.1.2 While there are no current plans to expand BCCHS to other sites, the parties agree that if such expansion does occur, upon a written demand to bargain from either CEU or BCCHS, the parties will begin negotiations on the subject of transfers.

### **13.2 Vacancies**

13.2.1 A vacancy is an existing regular position vacated by an employee or a newly established regular position to be filled by an employee.

13.2.2 A notice of vacancy shall be posted on EdJoin or similar on-line applicant tracking system, and an email notice will be sent to all unit members when a classified vacancy is to be filled. A vacancy notice shall include classification title, salary for the classification, a brief description of the typical tasks of the classification, the minimum qualifications required for the classification, the work schedule(s) for which candidates are sought, the posting date, and the final date for filing applications. The vacancy notice shall be posted for at least five (5) working days.

13.2.3 The parties agree that it is often in their mutual interest to promote from within, when possible. The parties also agree that giving employees the freedom to move laterally within the organization can often have positive effects for both the employee and BCCHS. BCCHS will give preferential consideration to applications received from employees it deems qualified to move laterally or promote within the bargaining unit before offering vacant positions to those applicants from outside the organization but reserves the right to make the final determination on assignments and promotions to bargaining unit positions.

13.2.4 BCCHS reserves the right to determine and/or assign the office or work station of each unit member; accordingly, this matter is not included in the requirements of this Section.

## ARTICLE 14 - SAFETY CONDITIONS

- 14.1** CEU will designate up to two (2) members who shall be released from work (if required) to attend the BCCHS Safety Committee. Other CEU members may be allowed to attend as their schedule permits as determined by their immediate supervisor. The composition, meeting schedule, and agenda of the committee shall be determined by the committee.
- 14.2** The Union agrees that employees shall comply with all reasonable safety rules and regulations when they are made known. Further, the Union recognizes the employee's duty to utilize safe working procedures and to report safety hazards and unsafe conditions to his/her immediate Supervisor. BCCHS shall provide and make available appropriate safety equipment and gear. Unless otherwise expressly part of the employee's job description, employees shall not be directed to enter, occupy, or work in any School building or area that has been designated as "unsafe for entry or occupancy" by either the appropriately designated school authority or an authorized governmental safety authority.
- 14.3** The Union will encourage employees to maintain safe working conditions, to complete all mandated trainings, and to improve the cleanliness of all departments, machinery, equipment, and facilities used by the employees so that the safety of all workers may be assured.
- 14.4** Employees shall not be required to perform duties under conditions which pose an immediate threat to the safety of the employee. In exercising the foregoing right, employees shall not neglect the responsibility to provide for the safety of students.
- 14.5** Employees shall promptly report cases of attack or assault suffered by them in the performance of their duties to their immediate supervisor who shall promptly report the same to the appropriate law authorities. In a dangerous situation, the employee may directly notify appropriate law enforcement authorities.
- 14.6** BCCHS shall provide to any employee who suffers bodily harm by an individual or group while carrying out his/her assigned duties, reasonable cooperation in the identification of any alleged assailant(s) and/or witnesses and in securing any physical evidence.
- 14.7** Personal Protective Equipment (PPE) will be readily available to any unit member working on campus. This includes disposable face masks, gloves, and hand sanitizer. Unit members are free to bring their own face masks from home as long as they provide adequate coverage of the nose and mouth. Unit members who wish to use face shields shall be provided such on request. A ready supply of PPE will be maintained by BCCHS for use by unit members, even during non-pandemic situations.

## **ARTICLE 15 - EMERGENCY CLOSURE/EMERGENCY RELEASE**

In the case of an emergency closure or early release, those unit members who are released for the day or who were scheduled to work that day shall receive straight time wages for all regular hours scheduled.

In the event of an emergency closure, those unit members required to stay at work for the initial day of school closure shall be paid time and one-half (1.5) the regular wage rate for all hours worked on that day.

In the event that school is closed for multiple consecutive days, the parties agree to meet and confer as soon as possible to negotiate.

When appropriate, work from home will be considered in the event of an emergency closure.



## **ARTICLE 16 - UNIFORMS**

- 16.1** If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, emblems and cards for employee shall be borne by the School. Such items provided by the School shall be returned to the School upon separation from the service or termination of the assignment. Further, if uniforms are provided through the issuance of coupons/vouchers or the like, the employee shall return any unused coupons/vouchers. Employees issued uniforms will be expected to keep them clean and in good repair, and wear them while on duty.
- 16.2** Each full-time campus aide will be issued five (5) new uniform shirts at the start of employment. Upon request, each campus aide will be provided with an additional two (2) shirts at the beginning of each subsequent school year. Uniform shirts will also be replaced upon request if damaged. Part-time campus aides shall be issued new uniform shirts at the start of employment equivalent to the number of days worked per work week. Such personnel will also be issued a jacket appropriate for colder and/or inclement weather. In order to convey a professional appearance to visitors, all campus aides are required to wear the same colored pants or shorts, either khaki or black, as determined in advance by the unit. Jeans of any color are not acceptable.
- 16.3** Employees will be issued their own set of required items (such as keys) consistent with the requirements of their job classifications, that must be returned at the end of employment. BCCHS agrees to replace those items as needed. An employee who loses school keys or key cards issued to him/her will be charged a replacement fee before a new one is provided.
- 16.4** BCCHS will provide reimbursement of up to a maximum of one hundred (\$100) dollars, not more frequently than every twenty-four (24) months, in exchange for an original receipt, to employees in the classes listed below for purchase of BCCHS-approved safety/no-slip work shoes or boots appropriate for their specific jobs. BCCHS will not provide reimbursement for work shoes or boots not on the BCCHS-approved list without prior written approval from the Plant Manager.
- Building and Grounds Worker,
  - Facilities Maintenance Technician,
  - Facilities Maintenance Technician II,
  - Gardener,
  - Lead Building/Grounds Worker,
  - Senior Building and Grounds Worker, and
  - Senior Gardener

## **ARTICLE 17 - LAYOFF AND REEMPLOYMENT**

### **17.1 Layoff**

- 17.1.1 This section shall not be interpreted in a manner which is inconsistent with the rights of unit members as enumerated in the article of this Agreement regarding Employment Status.
- 17.1.2 Layoffs may occur due to lack of work and/or lack of funds.
- 17.1.3 Notice of layoffs will be given forty-five (45) calendar days prior to the effective date of the layoff.
- 17.1.4 The order of layoff shall be based on seniority within the job classification. An employee who has been employed the shortest time in the job class shall be laid off first. For purposes of this Article Seniority shall be limited to the date of hire in the affected job classification.
- 17.1.5 If two (2) or more employees subject to layoff have equal job class seniority, the following criteria will be used as a tiebreaker:
- 17.1.5.1 Qualifications of the unit member,
  - 17.1.5.2 Expertise within the job classification,
  - 17.1.5.3 Relevant knowledge (i.e., relevant training/certifications, etc.),
  - 17.1.5.4 Performance evaluations.

### **17.2 Reemployment**

- 17.2.1 Employees may be reemployed to a position within the same job classification and for which they are qualified in reverse order of layoff when a vacancy occurs for up to one (1) year from the day of layoff. In the event an employee on the reemployment list refuses an employment offer, he/she will be removed from the list.
- 17.2.2 Each employee on the reemployment list shall be required to provide BCCHS in writing with a current mailing address and email address to which a letter of reemployment may be sent.
- 17.2.3 If a reemployment opportunity exists, BCCHS shall mail such a letter to the employee, certified mail, return receipt requested and by email.
- 17.2.4 An employee offered a reemployment opportunity must notify BCCHS in writing of his/her decision within eight (8) calendar days of mailing/transmission of BCCHS's offer.

### **17.3 Grievance Procedure**

- 17.3.1 BCCHS's decision to conduct a layoff is not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this Agreement. Probationary unit members and other employees who are at- will may not grieve an alleged violation under this Article.

- 17.3.2 Any grievance filed under this Article will bypass Level One and proceed directly to Level Two (Section 19.5). If the grievance proceeds to Arbitration, (as an exception to Section 19.8.5), the hearing shall be scheduled within thirty (30) days from the selection of the Arbitrator, unless the parties mutually agree to a longer period of time.
- 17.3.3 In the event that BCCHS makes an error with respect to the procedures and criteria noted above, the sole remedy will be to restore employment to the affected employee and the time prior to restoration will not be considered a break in service.

## **ARTICLE 18 - PERSONNEL FILES, EMPLOYMENT STATUS, AND DISCIPLINE**

### **18.1 Personnel Files**

18.1.1 Materials in personnel files shall be made available promptly for inspection by the employee (and the employee's Union representative if authorized in writing by the employee). Upon request, a physical copy of the personnel file will be provided up to one (1) time per year in a timely manner.

Evaluations and/or information of a derogatory or corrective nature shall not be placed in an employee's personnel file until the employee is supplied with a copy within a reasonable period of time after the occurrence of the incident or BCCHS's knowledge and/or investigation thereof. Employees will have a reasonable opportunity to respond in writing to the material and have such response attached for inclusion in the file.

18.1.2 An employee may inspect materials in his/her personnel file at a time mutually convenient to the employee and the administrator(s) or confidential employee(s) charged with maintaining the file. Such inspection may occur during the employee's regular working hours, if convenient to the administrator or confidential employee.

18.1.3 An employee may be accompanied by his/her Union representative at such time he/she is given an opportunity to review the material in his/her file.

### **18.2 Employment Status**

18.2.1 The employment rights outlined herein shall not apply to lifeguards, except as provided below. These employment rights shall not apply to retirees collecting PERS or STRS allowances, who are considered temporary employees. All such employees shall remain employed on an at-will basis, meaning that employment may be terminated at any time, with or without cause or advance notice.

Lifeguards who work at least one thousand (1000) hours in a single school year (July 1 through June 30), upon completion of their one thousandth (1000th) hour, shall be considered permanent employees as of July 1 of the following year and given priority in scheduling.

18.2.2 During the first twelve (12) working months of employment with BCCHS, all other employment at BCCHS is on a probationary basis. During this probationary term, the unit member may be released from employment without cause. Annual non-renewal of employment during the first twelve (12) working months of employment will be on an at-will basis. This means either party may terminate employment at any time during the probationary period including at the end of a contract year without advance notice or cause.

BCCHS reserves the right to offer an additional six (6) working months of probation in lieu of release to paraprofessionals who work directly with students in the classroom (including, but not limited to paraprofessional special education and bilingual teaching assistants) who have not exhibited satisfactory attendance and/or punctuality.

18.2.3 Should a unit member be offered an employment contract after twelve (12) working months of employment with BCCHS (or eighteen (18) working months for employees whose probation is extended as provided above), the contract shall be a fixed-term annual contract (or a fixed-term contract for the remainder of the School year), but suspension without pay or termination during the term of employment may only be for cause as defined herein. Annual non-renewal of such post-probationary unit members may only occur if the unit member's annual evaluation is unsatisfactory and notice of non-renewal is provided no later than thirty (30) days prior to the end of the unit member's assignment.

18.2.4 Charter revocation or nonrenewal shall terminate any and all employment rights consistent with the effective date of revocation or nonrenewal of the charter.

### **18.3 For Cause Discipline**

18.3.1 In addition to its right to release or non-renew unit members as outlined above, BCCHS may also suspend without pay or terminate a unit member for cause at any time. The following independently or collectively are causes for discipline:

- Unsatisfactory performance as determined by this Agreement's evaluation procedures;
- Dishonesty or fraud, including any falsifying of time sheets, employment records, employment information, or other School records;
- Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student;
- Fighting or instigating a fight on School premises;
- Improper or unauthorized use/removal of School property or funds;
- Possession of any firearms or any other dangerous weapons on School premises at any time;
- Possession or use of any intoxicant on School grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription (note: this exception does not apply to marijuana));
- Conviction of any felony or crime of moral turpitude, or which otherwise disqualifies the employee from employment at schools;
- Insubordination, including but not limited to failure or refusal to obey the reasonable orders or instructions of a supervisor or member of management;
- Absence without authorized leave or abuse of leave privileges;
- Excessive absenteeism or tardiness;
- Unprofessional conduct including, but not limited to use of profane, abusive or threatening language toward another or violation of staff/student professional boundaries;
- Violating any safety, health, security or School policy, rule, or procedure or engaging in any conduct which risks injury to the employee or others;
- Committing of or involvement in any material act of unlawful discrimination or harassment of another individual;
- Failure to maintain appropriate certificate/license(s) required for the position;
- Release of confidential information without authorization;
- Abandonment of position; and
- Habitual disrespectful treatment of the public, students or other staff members.

### 18.3.2 Progressive Discipline:

BCCHS shall utilize progressive discipline for post-probationary unit members. However, nothing in this provision shall prohibit the School from dismissing from employment or suspending without pay a post-probationary unit member on the first offense where the offense is serious and so warrants.

### 18.3.3 For Cause Suspension or Dismissal Process:

- a) Suspension or dismissal shall be initiated in writing by the CEO/Principal of BCCHS (or designee) by providing Notice of Recommended Discipline (“Recommendation”) and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the Union representative. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member’s right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the CEO/Principal (or designee) and the unit member, this deadline is extended. Following this period, the CEO/Principal (or designee) may provide Notice of Discipline to be served upon the unit member in person or by certified mail.
- b) If the unit member wishes to appeal the imposition of a suspension or dismissal through the grievance process of Article 19, the appeal must be filed directly with the CEO/Principal within ten (10) work days from the time the Notice of such suspension or dismissal is served on the unit member. The grievance will bypass Level 1 and begin with Level 2.
- c) When a unit member is dismissed or otherwise disciplined for “Unsatisfactory performance as determined by this Agreement’s evaluation procedures,” and the unit member filed a timely response to the evaluation (pursuant to Section 7.4 of the Evaluation article), the unit member may contest the ratings and/or comments on the subject evaluation at an arbitration hearing challenging the dismissal or discipline. Factual/substantive issues raised in the evaluation and the unit member’s timely written response will be subject to determination by preponderance of the evidence. This Section does not apply to other causes listed in Section 18.3.1 herein.
- d) During the pendency of any disciplinary proceedings, the School reserves the right to place the unit member on paid administrative leave status.

### 18.3.4 Reference to or Reliance upon the Education Code:

The parties expressly agree that the Education Code provisions for classified discipline (suspension or dismissal) and interpreting case law do not apply to BCCHS.

## ARTICLE 19 - GRIEVANCE PROCEDURES

### 19.1 Definitions

- 19.1.1 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, or members, such that it resulted in an adverse consequence to the unit member(s). All other claims, such as violations of statute, individual employment agreements, charters, board policies, personnel policies or employee handbooks, shall be outside the terms of this grievance procedure. Failure by a grievant to follow the timelines or requirements in any step of this Article shall render the grievance withdrawn and shall be construed as a waiver of the party’s rights under this procedure.
- 19.1.2 A “grievant” is an employee in the bargaining unit covered by the terms of this Agreement who alleges a grievance. The Union may be the grievant on any issue that involves a number of affected employees.
- 19.1.3 A “day” for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, school closures (including but not limited to unassigned days), and legal (or school) holidays.
- 19.1.4 The “immediate supervisor” is the supervisor (management employee) responsible for directly supervising the grievant, who has been designated to adjust grievances and who has authority to adjust grievances.
- 19.1.5 A “representative” is a unit employee or union representative, who is not a party to the grievance, chosen by the grievant to advise or represent the grievant.

### 19.2 General

- 19.2.1 If the same grievance or essentially the same grievance is filed by more than one employee, then one employee may 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.
- 19.2.2 The filing or pendency of a grievance shall not delay or interfere with implementation of any School action during the processing thereof unless the parties agree to the contrary.
- 19.2.3 Processing and discussing the merits of a grievance shall not be considered a waiver by the School 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.
- 19.2.4 Representation of Rights in the Grievance Procedure:

If a supervisor or an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting his/her responsibility

under these procedures and no mutual agreement has been reached for a time extension, the School shall designate a representative to assume this responsibility. The grievant must be present at each level of the grievance procedures unless excused by the School.

19.2.4.1 At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a Union representative. A grievant shall also be entitled to represent his or her self. By mutual agreement, other persons such as witnesses to the facts upon which the grievance is based may also attend grievance meetings.

19.2.4.2 When a grievant is not represented by the Union, 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.

19.2.5 Released Time for Employees:

Grievance meetings and hearings will be scheduled by BCCHS at mutually convenient times and places during the employee work hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during work hours, reasonable employee released time without loss of salary will be provided to the grievant, Shop Steward (if serving as the employee's representative), and to any witness who attends by mutual agreement.

19.2.6 Confidentiality:

From the time a grievance is filed until it is finally resolved, neither the Union, the School, nor the grievant shall publicly disclose or discuss the grievance or evidence regarding the grievance (e.g., specific facts, positions of the parties, merits, etc.) This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing or internal communication by the Union or the School 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 that dispute.

19.2.7 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 (and the resolution as of the most recent response will be implemented). 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 Level in question, and the grievant may proceed to the next Level. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.



### **19.3 Informal Discussion**

Before filing a formal written grievance under Level One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor or responsible administrator and discussing the grievance with him or her. The written grievance must be filed within the time limits required under Level One, whether or not the grievant is able to utilize these informal efforts.

### **19.4 Level One**

19.4.1 If the grievance is not resolved informally, a unit member having a grievance shall present the grievance in writing to his or her site administrator or immediate supervisor and the HR Director or designee within fifteen (15) work days of the event or condition giving rise to the grievance.

19.4.2 The grievance shall clearly state all of the following: (1) the specific provisions of the Agreement alleged to have been violated, (2) the specific facts of the alleged violation, and to the extent known dates, and names of witnesses, (3) the adverse consequence resulting to the unit member, or union and (4) the remedy requested by the grievant. The site administrator or immediate supervisor shall meet with the unit member and shall provide a written response within seven (7) working days of the meeting.

19.4.3 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.

### **19.5 Level Two**

If the unit member is not satisfied with the response at Level 1, he/she shall, within five (5) work days of the receipt of the written response at Step 1, notify the CEO/Principal and HR Director that a grievance has been denied or unresolved by the administrator or immediate supervisor. The Step 2 grievance shall specifically state any portions of the Level 1 response disputed by the grievant. If not resolved, the CEO/Principal or designee will convene a meeting with the grievant within seven (7) work days of receipt. Any resolution shall be put in writing. The CEO/Principal or designee shall provide a written response within seven (7) work days of the meeting.

### **19.6 Level 3 (Mediation)**

If the grievant is not satisfied with the disposition of the grievance, she/he may, within five (5) working days after receiving the decision of the CEO/Principal or designee and HR Director, petition 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.

## **19.7 Request for Arbitration**

If the Union is not satisfied with the decision at Level 3, the Union, with the concurrence of the grievant, may submit the matter to the CEO/Principal and HR Director for an Arbitrator. This request must be made within five (5) days after the termination of Level 3.

## **19.8 Arbitration**

19.8.1 Within fifteen (15) days from the date the request for an Arbitrator is received by the CEO/Principal, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an Arbitrator. The Arbitrator may be jointly agreed upon by the parties or shall be selected from a permanent list of arbitrators that may be revised at any time by mutual agreement. If the parties have not agreed to a permanent list of arbitrators, the parties shall request that the State Mediation and Conciliation Service (SMCS) supply a panel of at least five (5) names of persons experienced in hearing grievances in schools. Any fees associated with requesting this list shall be borne equally by the parties.

19.8.2 Unless jointly agreed by the parties, the arbitrator selected shall be chosen by alternately striking names until one remains. 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.

19.8.3 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. Arbitration hearings shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.

19.8.4 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing. Neither party shall communicate with the Arbitrator without first contacting the other party to explain the purpose of the intended communication.

### **19.8.5 Scheduling:**

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 winter breaks. The decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet the deadline for decision shall, unless the parties have mutually extended this deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

### **19.8.6 Limitations Upon the Arbitrator:**

The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has

been violated as alleged in the grievance. Past practice of the parties in 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.

#### 19.8.7 Effect of Arbitration Award:

The Arbitrator's decision shall be final and binding upon the grievant(s), BCCHS and the Union. The California law on final and binding arbitration awards between a school and an employee organization shall be applicable to such a decision.

19.8.7.1 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.

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

#### 19.8.8 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.

#### 19.8.9 Rescheduling/Cancellation Expenses:

All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed.

### **19.9 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 unless it is reasonably necessary or appropriate to do so. Any evaluation or discipline which is sustained through the grievance procedure may be placed in the employee's personnel folder.

### **19.10 No Reprisals**

There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

## **ARTICLE 20 - NON-DISCRIMINATION**

- 20.1** BCCHS shall not discriminate in the treatment of an employee in applying the specific provisions of this Agreement on the basis of race, color, religion, sex, political party or activity, national origin, sexual preference, age, marital status, or physical handicap. Claimed violations of this Section are to be handled under appropriate statutory and/or judicial procedures rather than under the Grievance Procedure of this Agreement.
- 20.2** It is understood and agreed that neither BCCHS nor the union shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights to engage or not engage in union activities.

## **ARTICLE 21 - MISCELLANEOUS**

- 21.1** This Agreement shall supersede any rules, regulations, or practices of BCCHS which are contrary to or inconsistent with its terms.
- 21.2** The parties agree that upon initial employment and upon each change in job classification thereafter, within a reasonable period of time, the affected employee shall be provided a copy of his/her job class description which specifies the monthly and/or hourly rate of pay for the assigned position, the work location (school site), the number of assigned hours per day or per week, if applicable, and the length of the work year. Job descriptions shall continue to be posted on the BCCHS website.
- 21.3** No unit member will be required or expected to have or use a personal cell phone during working hours.

## ARTICLE 22 - BCCHS RIGHTS/MANAGEMENT RIGHTS

- 22.1** 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:
- 22.1.1 Determine its organization;
  - 22.1.2 Direct the work of its employees;
  - 22.1.3 Determine the times and hours of operation;
  - 22.1.4 Determine the kinds and levels of service to be provided, and the methods and means of providing them;
  - 22.1.5 Determine staffing patterns and design;
  - 22.1.6 Determine whether, when, and where there is a job opening;
  - 22.1.7 Maintain the efficiency of BCCHS operations;
  - 22.1.8 Build, move or modify facilities;
  - 22.1.9 Establish budget procedures and determine budgetary allocations;
  - 22.1.10 Determine the methods of raising revenue;
  - 22.1.11 Contract out work (only when it can be accomplished without layoffs or involuntary transfers of existing employees);
  - 22.1.12 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;
  - 22.1.13 To hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees;
  - 22.1.14 Establish educational policies with respect to admitting students; and
  - 22.1.15 Ensure the rights and educational opportunities of all students.
- 22.2** 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.

- 22.3 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.
- 22.4 The contractual rights of CEU 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 23 – UNION RIGHTS**

### **23.1 Exclusive Representative**

CEU, as the exclusive representative of the classified employees, retains for the duration of this Agreement the rights as the exclusive representative under the law. In accordance with appropriate State laws, BCCHS agrees that employees in the represented unit shall have the right to freely organize, join, and support the Union for the purpose of representation in the meeting and negotiating process.

### **23.2 Use of School Facilities**

Upon reasonable notice by CEU to the School, CEU shall have the right to reasonable use, without charge, of School facilities to meet with off-duty Unit employees at the site. Authorization for facilities use shall be obtained in advance through the appropriate site administrator or designee just as other groups and organizations reserve space.

CEU may use BCCHS facilities as described above provided all of the following conditions are met:

23.2.1 The facility is used during a time when School staff is on duty to open and close the facility without incurring additional cost to the School, i.e., no overtime is required;

23.2.2 CEU returns the facility to the same condition as they found it prior to use, e.g., chairs and tables moved to their original place, no additional clean-up is required; and

23.2.3 There is no interference with other activities or scheduled events.

### **23.3 Union Communications**

23.3.1 CEU shall have the right to post notices of official CEU matters on a designated bulletin board or a section of a designated bulletin board established for CEU's exclusive use at the School and placed in the main office. All notices posted thereon shall identify the Union as the sender of the communication, the date of posting, and the name of the Union president. Such notices shall not be defamatory, obscene, or violative of law.

23.3.2 The Union may use the BCCHS employee mailboxes for written communications to its unit members.

### **23.4 Union Access**

23.4.1 Authorized CEU representatives/consultants of the Union shall be permitted to transact Union business with unit members on school/BCCHS property before the normal work time, during breaks, meal periods, or after the assigned work time. CEU representatives/consultants shall not interrupt or interfere with employees while they are engaging in the performance of their assigned work.

23.4.2 Upon arriving at BCCHS, the representative/consultant shall first report to the office of the CEO/Principal and state the intended purpose and estimated length of the visit.



## **23.5 BCCHS Board Agendas**

BCCHS shall email the CEU President and CEU representative/consultant a copy of the Board agenda and backup materials for each Board meeting, exclusive of closed session materials.

## **23.6 AB119 Compliance**

23.6.1 BCCHS will provide the CEU President with the following information for new bargaining unit members within thirty (30) days of the date of hire:

- a. Name,
- b. Home Address,
- c. Home Phone Number,
- d. Personal Cell Phone Number,
- e. Personal (non-work) email address,
- f. Job Title, and
- g. Hire date.

23.6.2 CEU shall be provided quarterly a current list of all employees covered by this Agreement with the same information listed in Section 23.6.1.

23.6.3 CEU will be permitted an opportunity for a designated CEU representative to meet with or otherwise present information to all new employees on work time at the beginning of the school year, for a period of no less than thirty (30) minutes. Thereafter, on the last working Tuesday of each month, from 8:00 to 8:20 a.m., CEU will have the opportunity to meet with unit members hired during that month. Attendance by new employees is encouraged but not mandatory. The newly hired employees and one (1) employee CEU representative will be compensated for this time, which may require a one-time adjustment in working hours to avoid overtime or split-shift.

## **23.7 Representation Rights**

Employees may be represented by CEU in their employment relationship with BCCHS. Subject to applicable law, such representation may include, but not be limited to, such matters that affect employees' continued employment relationship with BCCHS, at times when disciplinary action is contemplated or imposed, when employees are reviewing their personnel files, or when employees receive below standard final evaluations.

## **23.8 Release Time**

23.8.1 Official CEU representatives shall be granted release time for purposes of attending employee investigation or disciplinary meetings where CEU representation is required and/or for the processing of grievances on School property consistent with the EERA. As to other release time for use by the CEU President and/or other CEU representatives as designated by the CEU President for the purpose of Union business, the Union shall make a written request to the Principal (or designee) at least five (5) work days prior to the date of the requested release time, and the Principal or designee shall respond to such requests with approval or denial within forty-eight (48) hours, unless impracticable under the circumstances.

- 23.8.2 CEU shall be entitled to the release of Union officials for Union business purposes off School property, and CEU will reimburse BCCHS for replacement wages and benefit payments. Such release will be limited to no more than one (1) employee at a time, for no longer than one (1) continuous week in duration.

## **23.9 Shop Stewards**

The Union will have the right to designate, pursuant to its own procedures, one employee and two alternates to serve as Shop Steward. Beginning fifteen (15) days after the ratification of this Agreement, the union shall provide the CEO/Principal and Human Resources a written quarterly list of each employee so designated by name, classification, and work location. If, during a quarter, the Shop Steward designation changes, the Union shall inform the CEO/Principal and Human Resources in writing of the changed information within five (5) days of the change being made. The Shop Steward shall have the right to:

- 23.9.1 Represent an employee, upon request, in a formal meeting as expressly provided for in Section 23.7;
- 23.9.2 On his/her own time to coordinate Union meetings, which may be held on the work site during unpaid time for any employee in attendance, subject to availability of facilities and provided there is no interference with other scheduled duties or events;
- 23.9.3 Post, initial, and date official Union notices on officially designated bulletin boards and in mailboxes;
- 23.9.4 Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the worksite; and
- 23.9.5. Be free from retaliation and reprisals for the performance of his/her steward responsibilities.

## ARTICLE 24 - DUES DEDUCTIONS

**24.1** BCCHS agrees that the Union shall have the sole and exclusive right to have membership dues deducted from employees as defined in Article 2: Recognition.

**24.2** Any employee who has submitted a CEU dues deduction authorization card to the Union as of the effective date of this Agreement or who submits such a CEU dues deduction authorization card to the Union during the term of this Agreement will continue to have his/her dues deducted for the duration of the Agreement unless the employee is terminated or notifies the Union in writing indicating a desire to revoke his/her dues deduction authorization. Such notification shall be effective provided the revocation complies with the terms of the written authorization.

**24.3** Membership dues, as voluntarily authorized in writing by an employee who applies for membership on the appropriate form, shall be deducted from the payroll warrant of wages of the employee by BCCHS.

Deduction shall be made semi-monthly during the employee's regular work calendar (with no deductions outside of the work calendar, currently July for B-Basis employees, and June and July for C-Basis employees). BCCHS shall not deduct dues from B- or C-Basis when such employees work in the summer time.

BCCHS will deduct from the salary of an employee on the above basis any voluntary political action or political interest contribution approved by CEU and will remit same promptly to CEU as described above.

No charges to the Union will be made for any of the above deductions.

**24.4** Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to CEU along with an electronic report detailing the employee's name, employee number, payrate (which may be titled something else like level, step), and deduction amount(s).

**24.5** Indemnity/Hold - Harmless:

The Union agrees to indemnify and hold BCCHS harmless against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits, or other actions relating to BCCHS compliance or attempted compliance with either this Article or the requests of the Union pursuant to this Article, or relating to the conduct of the Union in administering this Article. The Union 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 the Union resulting from BCCHS's failure to make a required deduction shall be remedied, at the Union's discretion, by additional deductions from the affected employee(s) or payments being made directly by the employee to the Union.

**24.6** Subject to legal requirements, any employees in this Unit who have authorized Union dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of this Agreement shall continue to have such dues deductions made by BCCHS during the term of this Agreement; provided, however, that any employee in the Unit may

terminate such Union dues in writing by the employee in accordance with the terms of the authorization by notifying the Union of their termination of Union dues deduction. The Union will provide BCCHS with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

- 24.7** Employees who currently have a CEU dues deduction authorization cards on file with the Union need not be resolicited. This shall include, but not be limited to, employees 1) continuing from one Union contract to another, 2) returning from leave of absence, and 3) returning to employment from a layoff.

## **ARTICLE 25 - CONCERTED ACTIVITIES**

- 25.1** It is agreed and understood that there will be no strike, work stoppage, or slow-down by the Union during the term of this Agreement nor will there be compliance with the request of other labor organizations to engage in such activity.
- 25.2** To this end, the Union recognizes its duty and obligation to comply with the provisions of this Agreement and to make reasonable effort toward ensuring that employees comply. In the event of a strike, work stoppage, or slow-down by employees, the Union agrees in good faith to take all reasonable steps necessary to cause those employees to cease such action.
- 25.3** Any employee engaging in any strike, slow-down, or other work stoppage during the term of this Agreement shall be subject to discipline or termination under applicable law.
- 25.4** In the absence of a strike, work stoppage, or slow-down on the part of the Union, BCCHS will not engage in any lockout of employees for the duration of this Agreement.

## **ARTICLE 26 - SAVINGS CLAUSE**

### **26.1 Savings**

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction or administrative agency, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

### **26.2 Negotiations**

In the event a court or administrative agency decision causes invalidation of this Agreement, the parties agree that upon written request by either the Union or BCCHS, the parties shall meet for the sole purpose of attempting to negotiate a replacement for the invalidated provision.

## **ARTICLE 27 - FULL UNDERSTANDING, MODIFICATIONS, WAIVER**

This Agreement sets forth the full and entire understanding of the parties regarding wages, hours, and other terms and conditions of employment, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, during the term of this Agreement, neither BCCHS nor CEU will be required to meet and negotiate on any further matters affecting these or 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.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made by and executed in writing by representatives of BCCHS and CEU, and, if required, approved and implemented by the School's Board of Directors.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **ARTICLE 28 - RE-NEGOTIATION PROCEDURES**

- 28.1** The Union agrees that it shall submit its initial proposal for the successor Agreement to BCCHS no later than January 15, 2023.
- 28.2** BCCHS and the Union shall initiate negotiation sessions on a successor Agreement not later than February 1, 2023, (unless agreed upon otherwise by the parties).
- 28.3** A maximum of five (5) Union negotiators will be allowed release time for meetings and negotiations held during normal working hours unless the parties agree otherwise.



# Appendix A:

## Classified Evaluation Form

**BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL  
CLASSIFIED EMPLOYEE EVALUATION**

<b>NAME:</b>	<b>SCHOOL YEAR:</b>
<b>JOB TITLE:</b>	<b>DEPARTMENT:</b>

Performance Areas	Exceeds Requirements	Meets Requirements	Needs Improvement*	Unsatisfactory*
<b>Knowledge of required skills.</b> Has mastery of skills that are necessary to perform services required of the position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Acceptance &amp; implementation of suggestions.</b> Accepts constructive criticism from the immediate supervisor and takes steps to implement the suggestions for improvement or change.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Quality of work.</b> Work performed is accurate, thorough, neat, and meets the expected standards of quality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Amount of work performed.</b> Completes assigned work on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Adjusts to work situation.</b> Demonstrates flexibility in order to accommodate special needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Work habits.</b> Demonstrates ability to organize work, care for equipment, use safety considerations, work without close supervision, use initiative.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Initiative.</b> Alert to opportunities to improve methods and skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Attitude &amp; cooperation.</b> Gets along well with fellow employees, works harmoniously with others, shows enthusiasm for work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Uses good judgment.</b> Is capable of arriving at a logical decision appropriate to assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Personal appearance.</b> Demonstrates cleanliness, good grooming, and appropriate attire.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Punctuality.</b> Adheres to arrival, rest periods and departure times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Attendance.</b> Demonstrates good observance of working hours with only minimal absences from work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***\*If "needs improvement" or "unsatisfactory" evaluation, a written plan for improvement must be attached.***

- Exceeds Requirements
- Meets Requirements
- Needs Improvement
- Unsatisfactory

<b>NAME:</b>	<b>SCHOOL YEAR:</b>
<b>JOB TITLE:</b>	<b>DEPARTMENT:</b>

---

**COMMENTS (EVALUATOR):**

**Evaluator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

---

**COMMENTS (EMPLOYEE):**

**Employee Signature\*:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*\*This signature indicates that the employee has seen and discussed the evaluations report. It does not necessarily indicate complete agreement with all factors of the evaluation.*

*The employee has ten days from the date of the evaluation conference to submit a written response that will be attached to the evaluation and become part of the employee's personnel file.*

**CLASSIFIED EMPLOYEE PERSONAL ASSESSMENT AND  
GUIDE FOR EVALUATION DISCUSSION**

<b>Employee Name:</b>	
<b>Date of Evaluation Meeting:</b>	<b>Time:</b>

**Instructions:**

This form shall be issued to the employee *prior* to the scheduled evaluation meeting/conference. The employee should be prepared to discuss the following questions with the supervisor. The employee may, at his/her option, prepare notes or written responses which he/she may choose to share with the supervisor or just use for personal reference.

**Topics for Discussion and Assessment:**

Discussion of job performance

- What contribution do you feel you made to your department over the last year?
- What level of support was received by the employee?
- What level of support is needed by department?
- What services can be provided to help you be more successful on the job? (i.e., job training programs, computer classes, ideas for improved procedures.)
- What staff development/professional development programs do you need?
- What are the goals for the department and what is the plan of action for the Employee and Supervisor to meet these goals?
- What are your long term career goals at Birmingham Community Charter High School? (i.e., sharpen skills, improve communications, promotion...)

## **BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL CLASSIFIED EMPLOYEE EVALUATION**

The purpose of evaluation is the improvement of employee performance. The evaluation is to be positive in nature, which may include an unsatisfactory evaluation with constructive recommendations for improvement and offer of assistance where appropriate. The evaluation procedure is to be continuous in nature.

Classified employees should be evaluated every year.

Any employee may be evaluated for unsatisfactory service at any time. Negative evaluations must specify shortcomings and be accompanied by specific recommendations for improvement.

The written appraisal shall be done by the immediate supervisor and such other supervisors as deemed advisable by the CEO/Principal. The evaluation shall be written, with a copy presented to the employee at a conference with the supervisor responsible for the evaluation.

The supervisor meets with employee to discuss:

- The purposes and uses of performance evaluation reports.
- When necessary, make suggestions for changes or improvements.
- If unsatisfactory evaluation, a written plan for improvement must be attached.

The employee has ten days to make written comments to attach to the evaluation and these comments shall be part of the individual personnel file.

### **Definition of Terms**

**Exceeds Requirements.**

Performance exceeds basic requirements.

**Meets Requirements.**

Performance meets standards. Opportunities for growth exist.

**Needs Improvement.**

Performance does not meet standards. Performance needs improvement to merit retention in this position.

**Unsatisfactory.**

Performance does not meet standards. Serious weakness in work performance, efficiency or attitude. Lack of improvement may lead to dismissal.

# Appendix B:

## Wages and Salaries

## Classified Salary Schedule

FY2021-2022 (Effective July 1, 2021)

Grade	Class Title	STEP				
		1	2	3	4	5
A10	Business Office Technician	20.02	20.95	21.93	22.94	24.01
A11	Administrative Assistant to AP/Director	27.06	27.77	28.48	29.23	29.99
	Testing Center Support Assistant					
	Main Office Assistant					
	Registrar					
A13	Business Office Associate	25.56	27.19	29.83	31.30	32.86
A15	Senior Business Office Associate	34.05	36.02	38.13	39.84	41.64
A17	CALPADS/Aeries Data Analyst	31.50	32.91	34.39	35.93	37.56
B13	College & Career Center Assistant	25.23	25.87	26.53	27.22	27.92
	Admissions & Records Office Assistant					
	Special Ed Office Assistant					
	Program Office Assistant					
C10	Building and Grounds Worker I	18.80	19.25	19.72	20.19	20.69
C11	Pool Custodian	21.18	21.71	22.24	22.80	23.37
C12	Building and Grounds Worker II	21.45	21.98	22.53	23.09	23.88
	Leasing Assistant					
C15	Gardener	21.81	22.84	23.92	25.07	26.25
C16	Facilities Maintenance Technician	23.18	24.96	26.74	28.53	30.31
C17	Senior Gardener	25.43	26.65	27.94	29.28	31.30
C18	Facilities Maintenance Technician II	26.47	29.94	34.55	39.84	42.21
C19	Lead Building/Grounds Worker	26.03	26.69	27.38	28.09	28.82
D10	Campus Aide	19.16	19.62	20.09	20.58	21.09
	Night Campus Aide					
E11	IT Technician I	24.19	24.81	25.44	26.09	26.77
E12	IT Technician II	29.45	30.22	31.02	31.83	32.68

E13	Special Education Office Associate	27.80	29.12	30.59	32.11	33.71
	Data Processing Support Assistant					
	College Advisor					
F11	Instructional Materials Clerk	20.32	21.26	22.24	23.28	24.40
F12	Parent Resource Liaison	25.31	25.96	26.62	27.31	28.02
F13	Licensed Vocational Nurse (LVN)	22.75	24.27	26.12	28.13	30.33
G10	Bilingual Teacher Assistant	21.31	22.27	23.33	24.43	25.62
G12	Paraprofessional Special Ed	23.33	24.44	25.62	26.83	28.13
G13	Senior Paraprofessional Special Ed	24.44	25.62	26.83	28.13	29.05
	English Learner Liaison					
G14	Paraprofesional-Specialized Special Ed	28.09	29.48	30.50	32.45	33.95
G15	Special Education Office Associate II	29.48	30.93	32.45	33.95	37.62
	As-Needed Position					
H10	Athletic Assistant					
	Intern					
H12	Lifeguard	20.80				
H13	Civic Center					
Substitutes On-Call Step 1 classification						
Longevity : 3% at year 10						
Translation Stipends (Monthly)						
	Bilingual	60				
	Biliterate	100				
Educational Stipends (Annual)						
	Associates	500				
	Bachelors	750				
	Masters	1,000				



## Classified Salary Schedule

FY2022-2023 (Effective July 1, 2022)

STEP

Grade	Class Title	1	2	3	4	5
A10	Business Office Technician	20.42	21.37	22.37	23.40	24.49
A11	Administrative Assistant to AP/Director	27.60	28.33	29.05	29.81	30.59
	Testing Center Support Assistant					
	Main Office Assistant					
	Registrar					
A13	Business Office Associate	26.07	27.73	30.43	31.93	33.52
A15	Senior Business Office Associate	34.73	36.74	38.89	40.64	42.47
A17	CALPADS/Aeries Data Analyst	32.13	33.57	35.08	36.65	38.31
B13	College & Career Center Assistant	25.73	26.39	27.06	27.76	28.48
	Admissions & Records Office Assistant					
	Special Ed Office Assistant					
	Program Office Assistant					
C10	Building and Grounds Worker I	19.18	19.64	20.11	20.59	21.10
C11	Pool Custodian	21.60	22.14	22.68	23.26	23.84
C12	Building and Grounds Worker II	21.88	22.42	22.98	23.55	24.36
	Leasing Assistant					
C15	Gardener	22.25	23.30	24.40	25.57	26.78
C16	Facilities Maintenance Technician	23.64	25.46	27.27	29.10	30.92
C17	Senior Gardener	25.94	27.18	28.50	29.87	31.93
C18	Facilities Maintenance Technician II	27.00	30.54	35.24	40.64	43.05
C19	Lead Building/Grounds Worker	26.55	27.22	27.93	28.65	29.40
D10	Campus Aide	19.54	20.01	20.49	20.99	21.51
	Night Campus Aide					
E11	IT Technician I	24.67	25.31	25.95	26.61	27.31
E12	IT Technician II	30.04	30.82	31.64	32.47	33.33
E13	Special Education Office Associate	28.36	29.70	31.20	32.75	34.38

	Data Processing Support Assistant					
	College Advisor					
F11	Instructional Materials Clerk	20.73	21.69	22.68	23.75	24.89
F12	Parent Resource Liaison	25.82	26.48	27.15	27.86	28.58
F13	Licensed Vocational Nurse (LVN)	23.21	24.76	26.64	28.69	30.94
G10	Bilingual Teacher Assistant	21.74	22.72	23.80	24.92	26.13
G12	Paraprofessional Special Ed	23.80	24.93	26.13	27.37	28.69
G13	Senior Paraprofessional Special Ed	24.93	26.13	27.37	28.69	29.63
	English Learner Liaison					
G14	Paraprofessional-Specialized Special Ed	28.65	30.07	31.11	33.10	34.63
G15	Special Education Office Associate II	30.07	31.55	33.10	34.63	38.37
	As-Needed Position					
H10	Athletic Assistant					
	Intern					
H12	Lifeguard	21.22				
H13	Civic Center					
Substitutes On-Call Step 1 classification						
Longevity : 3% at year 10						
Translation Stipends (Monthly)						
	Bilingual	60				
	Biliterate	100				
Educational Stipends (Annual)						
	Associates	500				
	Bachelors	750				
	Masters	1,000				

**Appendix C:**  
**Health and Welfare Benefits**  
**Applicable Plans**

**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
<b>MEDICAL (Effective 01/01/2022) - Select <u>One</u> Medical Option with a "Yes" in the Election Column</b>						
<b><u>Anthem High EPO</u></b>						
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				
<b><u>Anthem Low PPO/1500/3000/80%</u></b>						
		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			
<b><u>Anthem High PPO/500/1000/90%</u></b>						
		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			
<b><u>Kaiser HMO High</u></b>						
Employee Only	\$699.07	\$0.00				
Employee + 1 Dependent	\$1,398.14	\$0.00				
Family (Employee + 2 or more )	\$1,978.38	\$0.00				
<b><u>No Health Benefits*</u></b>						
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						
<b>DENTAL (Effective 01/01/2022) - Select <u>One</u> Dental with a "Yes" in the Election Column</b>						
<b><u>Delta - DHMO</u></b>						
Employee Only	\$13.91	\$0.00				
Employee + 1 Dependent	\$26.52	\$0.00				
Family (Employee + 2 or more )	\$42.76	\$0.00				
<b><u>Delta - PPO 1000</u></b>						
Employee Only	\$46.04	\$0.00				
Employee + 1 Dependent	\$89.57	\$0.00				
Family (Employee + 2 or more )	\$147.01	\$0.00				
<b><u>Delta - PPO 2000</u></b>						
		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			
<b>VISION - VSP - Select <u>One</u> Vision with a "Yes" in the Election Column</b>						
Employee Only	\$9.38	\$0.00				
Employee + 1 Dependent	\$18.54	\$0.00				
Family (Employee + 2 or more )	\$30.36	\$0.00				
<b>FSA Election - Select by entering Annual Dollar Amount in Election Column</b>						
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)**

**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
<b>MEDICAL (Effective 01/01/2022)</b>						
<b>Anthem High EPO</b>						
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				
<b>Anthem Low PPO/1500/3000/80%</b>						
		12-Month	10-Month			
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			
<b>Anthem High PPO/500/1000/90%</b>						
		12-Month	10-Month			
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			
<b>Kaiser HMO High</b>						
Employee Only	\$699.07	\$0.00				
Employee + 1 Dependent	\$1,398.14	\$0.00				
Family (Employee + 2 or more )	\$1,978.38	\$0.00				
<b>No Health Benefits*</b>						
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						
<b>DENTAL (Effective 01/01/2022)</b>						
<b>Delta - DHMO</b>						
Employee Only	\$13.91	\$0.00				
Employee + 1 Dependent	\$26.52	\$0.00				
Family (Employee + 2 or more )	\$42.76	\$0.00				
<b>Delta - PPO 1000</b>						
Employee Only	\$46.04	\$0.00				
Employee + 1 Dependent	\$89.57	\$0.00				
Family (Employee + 2 or more )	\$147.01	\$0.00				
<b>Delta - PPO 2000</b>						
		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			
<b>VISION (Effective 01/01/2022)</b>						
Employee Only	\$9.38	\$0.00				
Employee + 1 Dependent	\$18.54	\$0.00				
Family (Employee + 2 or more )	\$30.36	\$0.00				
<b>FSA Election - Select by entering Annual Dollar Amount in Election Column</b>						
Dependent Care (Capped at \$5,000 per household)						
Medical Care (Minimum \$300 - Maximum \$2,850)						

# Appendix D:

## Assignment Basis

BCCHS 2021-22  
Classified - 12 Month Employees (256)  
A Basis - Full Year

Month	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Holidays	Unassigned Day	Paid Days	Total Days
<b>Jul</b>				1	2		21	1	0	22	22
	5	6	7	8	9	7/5 Fourth of July Holiday					
	12	13	14	15	16						
	19	20	21	22	23						
	26	27	28	29	30						
<b>Aug</b>	2	3	4	5	6		22	0	0	22	22
	9	10	11	12	13						
	16	17	18	19	20						
	23	24	25	26	27						
	30	31									
<b>Sept</b>			1	2	3		20	1	1	21	22
	6	7	8	9	10	9/6 Labor Day Holiday					
	13	14	15	16	17	9/7 Unpaid Unassigned Day					
	20	21	22	23	24						
	27	28	29	30							
<b>Oct</b>					1		21	0	0	21	21
	4	5	6	7	8						
	11	12	13	14	15						
	18	19	20	21	22						
	25	26	27	28	29						
<b>Nov</b>	1	2	3	4	5		18	4	0	22	22
	8	9	10	11	12	11/11 Veteran's Day Holiday					
	15	16	17	18	19						
	22	23	24	25	26	11/24, 11/25 & 11/26 Thanksgiving Holiday (3 days)					
	29	30									
<b>Dec</b>			1	2	3		17	2	4	19	23
	6	7	8	9	10						
	13	14	15	16	17	12/24 Christmas Day Holiday					
	20	21	22	23	24	12/27 - 12/30 Unpaid Unassigned Days					
	27	28	29	30	31	12/31 New Year's Eve Holiday					
<b>Jan</b>							19	2	0	21	21
	3	4	5	6	7	1/3 New Year's Day Holiday					
	10	11	12	13	14						
	17	18	19	20	21	1/17 Martin Luther King Jr. Day Holiday					
	24	25	26	27	28						
	31										
<b>Feb</b>		1	2	3	4		19	1	0	20	20
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25	2/21 President's Day Holiday					
	28										
<b>Mar</b>		1	2	3	4		23	0	0	23	23
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25						
	28	29	30	31							
<b>Apr</b>					1		21	0	0	21	21
	4	5	6	7	8						
	11	12	13	14	15						
	18	19	20	21	22						
	25	26	27	28	29						
<b>May</b>	2	3	4	5	6		21	1	0	22	22
	9	10	11	12	13						
	16	17	18	19	20						
	23	24	25	26	27						
	30	31				5/30 Memorial Day Holiday					
<b>June</b>			1	2	3		22	0	0	22	22
	6	7	8	9	10						
	13	14	15	16	17						
	20	21	22	23	24						
	27	28	29	30							
<b>Total</b>							<b>244</b>	<b>12</b>	<b>5</b>	<b>256</b>	<b>261</b>

\*Holiday

\*Unpaid Unassigned

BCCHS 2021-22  
Classified - 12 Month Employees (260) Campus Aides  
A Basis - Full Year

Month	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Holidays	Unassigned Day	Paid Days	Total Days
<b>Jul</b>				1	2		21	1	0	22	22
	5	6	7	8	9	7/5 Fourth of July Holiday					
	12	13	14	15	16						
	19	20	21	22	23						
	26	27	28	29	30						
<b>Aug</b>	2	3	4	5	6		22	0	0	22	22
	9	10	11	12	13						
	16	17	18	19	20						
	23	24	25	26	27						
	30	31									
<b>Sept</b>			1	2	3		21	1	0	22	22
	6	7	8	9	10	9/6 Labor Day Holiday					
	13	14	15	16	17						
	20	21	22	23	24						
	27	28	29	30							
<b>Oct</b>					1		21	0	0	21	21
	4	5	6	7	8						
	11	12	13	14	15						
	18	19	20	21	22						
	25	26	27	28	29						
<b>Nov</b>	1	2	3	4	5		18	4	0	22	22
	8	9	10	11	12	11/11 Veteran's Day Holiday					
	15	16	17	18	19						
	22	23	24	25	26	11/24, 11/25 & 11/26 Thanksgiving Holiday (3 days)					
	29	30									
<b>Dec</b>			1	2	3		20	2	1	22	23
	6	7	8	9	10						
	13	14	15	16	17	12/24 Christmas Day Holiday					
	20	21	22	23	24	12/30 Unpaid Unassigned Day					
	27	28	29	30	31	12/31 New Year's Eve Holiday					
<b>Jan</b>							19	2	0	21	21
	3	4	5	6	7	1/3 New Year's Day Holiday					
	10	11	12	13	14						
	17	18	19	20	21	1/17 Martin Luther King Jr. Day Holiday					
	24	25	26	27	28						
	31										
<b>Feb</b>		1	2	3	4		19	1	0	20	20
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25	2/21 President's Day Holiday					
	28										
<b>Mar</b>		1	2	3	4		23	0	0	23	23
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25						
	28	29	30	31							
<b>Apr</b>					1		21	0	0	21	21
	4	5	6	7	8						
	11	12	13	14	15						
	18	19	20	21	22						
	25	26	27	28	29						
<b>May</b>	2	3	4	5	6		21	1	0	22	22
	9	10	11	12	13						
	16	17	18	19	20						
	23	24	25	26	27						
	30	31				5/30 Memorial Day Holiday					
<b>June</b>			1	2	3		22	0	0	22	22
	6	7	8	9	10						
	13	14	15	16	17						
	20	21	22	23	24						
	27	28	29	30							
<b>Total</b>							<b>248</b>	<b>12</b>	<b>1</b>	<b>260</b>	<b>261</b>

\*Holiday



BCCHS 2021-22  
Classified - 11 Month Employees (210)  
B Basis - Full Year

Month	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Holidays	Unassigned Day	Off Basis Days	Paid Days	Total Days
<b>Jul</b>				1	2	7/1-7/23 Off Basis Non-work Days (17 days)	5	0	0	17	5	22
	5	6	7	8	9							
	12	13	14	15	16							
	19	20	21	22	23							
	26	27	28	29	30	7/26 First Day Of Work						
<b>Aug</b>	2	3	4	5	6		22	0	0	0	22	22
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30	31										
<b>Sept</b>			1	2	3		20	1	1	0	21	22
	6	7	8	9	10	9/6 Labor Day Holiday						
	13	14	15	16	17	9/7 Unpaid Unassigned Days						
	20	21	22	23	24							
	27	28	29	30								
<b>Oct</b>					1		21	0	0	0	21	21
	4	5	6	7	8							
	11	12	13	14	15							
	18	19	20	21	22							
	25	26	27	28	29							
<b>Nov</b>	1	2	3	4	5		16	4	2	0	20	22
	8	9	10	11	12	11/11 Veteran's Day Holiday						
	15	16	17	18	19	11/22 & 11/23 Unpaid Unassigned Day (2 days)						
	22	23	24	25	26	11/24, 11/25 & 11/26 Thanksgiving Holiday (3 days)						
	29	30										
<b>Dec</b>			1	2	3		13	2	8	0	15	23
	6	7	8	9	10							
	13	14	15	16	17	12/24 Christmas Day Holiday						
	20	21	22	23	24	12/20-12/23 and 12/27-12/30 Unpaid Unassigned Day (8 days)						
	27	28	29	30	31	12/31 New Year's Eve Holiday						
<b>Jan</b>							15	2	4	0	17	21
	3	4	5	6	7	1/3 New Year's Day Holiday						
	10	11	12	13	14	1/4 - 1/7 Unpaid Unassigned Day (4 days)						
	17	18	19	20	21	1/17 Martin Luther King Jr. Day Holiday						
	24	25	26	27	28							
	31											
<b>Feb</b>		1	2	3	4		19	1	0	0	20	20
	7	8	9	10	11							
	14	15	16	17	18							
	21	22	23	24	25	2/21 President's Day Holiday						
	28											
<b>Mar</b>		1	2	3	4		23	0	0	0	23	23
	7	8	9	10	11							
	14	15	16	17	18							
	21	22	23	24	25							
	28	29	30	31								
<b>Apr</b>					1		16	0	5	0	16	21
	4	5	6	7	8							
	11	12	13	14	15	4/11-4/15 Unpaid Unassigned Day (5 days)						
	18	19	20	21	22							
	25	26	27	28	29							
<b>May</b>	2	3	4	5	6		21	1	0	0	22	22
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30	31				5/30 Memorial Day Holiday						
<b>June</b>			1	2	3		8	0	0	14	8	22
	6	7	8	9	10							
	13	14	15	16	17							
	20	21	22	23	24							
	27	28	29	30								
<b>Total</b>							<b>199</b>	<b>11</b>	<b>20</b>	<b>31</b>	<b>210</b>	<b>261</b>

\*Holiday  
\*Unpaid Unassigned  
\*Off basis- non work days

BCCHS 2021-22  
 Classified - 10 Month Employees (196)  
 C Basis - Full Year

Month	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Holidays	Unassigned Day	Off Basis Days	Paid Days	Total Days
<b>Aug</b>	2	3	4	5	6	8/6 First Day Of Work	18	0	0	4	18	22
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30	31										
<b>Sept</b>			1	2	3		20	1	1	0	21	22
	6	7	8	9	10	9/6 Labor Day Holiday						
	13	14	15	16	17	9/7 Unpaid Unassigned Days						
	20	21	22	23	24							
	27	28	29	30								
<b>Oct</b>					1		21	0	0	0	21	21
	4	5	6	7	8							
	11	12	13	14	15							
	18	19	20	21	22							
	25	26	27	28	29							
<b>Nov</b>	1	2	3	4	5		16	4	2	0	20	22
	8	9	10	11	12	11/11 Veteran's Day Holiday						
	15	16	17	18	19	11/22 & 11/23 Unpaid Unassigned Day (2 days)						
	22	23	24	25	26	11/24, 11/25 & 11/26 Thanksgiving Holiday (3 days)						
	29	30										
<b>Dec</b>			1	2	3		13	2	8	0	15	23
	6	7	8	9	10							
	13	14	15	16	17	12/24 Christmas Day Holiday						
	20	21	22	23	24	12/20-12/23 and 12/27-12/30 Unpaid Unassigned Day (8 days)						
	27	28	29	30	31	12/31 New Year's Eve Holiday						
<b>Jan</b>							15	2	4	0	17	21
	3	4	5	6	7	1/3 New Year's Day Holiday						
	10	11	12	13	14	1/4 - 1/7 Unpaid Unassigned Day (4 days)						
	17	18	19	20	21	1/17 Martin Luther King Jr. Day Holiday						
	24	25	26	27	28							
	31											
<b>Feb</b>		1	2	3	4		19	1	0	0	20	20
	7	8	9	10	11							
	14	15	16	17	18							
	21	22	23	24	25	2/21 President's Day Holiday						
	28											
<b>Mar</b>		1	2	3	4		23	0	0	0	23	23
	7	8	9	10	11							
	14	15	16	17	18							
	21	22	23	24	25							
	28	29	30	31								
<b>Apr</b>					1		16	0	5	0	16	21
	4	5	6	7	8							
	11	12	13	14	15	4/11-4/15 Unpaid Unassigned Day (5 days)						
	18	19	20	21	22							
	25	26	27	28	29							
<b>May</b>	2	3	4	5	6		21	1	0	0	22	22
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30	31				5/30 Memorial Day Holiday						
<b>June</b>			1	2	3		3	0	0	19	3	22
	6	7	8	9	10							
	13	14	15	16	17							
	20	21	22	23	24							
	27	28	29	30								
<b>Total</b>							<b>185</b>	<b>11</b>	<b>20</b>	<b>23</b>	<b>196</b>	<b>239</b>

\*Holiday  
 \*Unpaid Unassigned  
 \*Off basis- non work days

Appendix E:  
Redesignation of  
Personal Physician

## PREDESIGNATION OF PERSONAL PHYSICIAN

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or medical group if:

- on the date of your work injury you have health care coverage for injuries or illnesses that are not work related;
- the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for nonoccupational illnesses and injuries;
- prior to the injury your doctor agrees to treat you for work injuries or illnesses;
- prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

### NOTICE OF PREDESIGNATION OF PERSONAL PHYSICIAN

**Employee: Complete this section.**

To: \_\_\_\_\_ (name of employer) If I have a work-related injury or illness, I choose to be treated by:

\_\_\_\_\_  
(name of doctor)(M.D., D.O., or medical group)

\_\_\_\_\_  
(street address, city, state, ZIP)

\_\_\_\_\_  
(telephone number)

Employee Name (please print):

\_\_\_\_\_

Employee's Address:

\_\_\_\_\_

Name of Insurance Company, Plan, or Fund providing health coverage for nonoccupational injuries or illnesses:

\_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Physician: I agree to this Predesignation:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Physician or Designated Employee of the Physician or Medical Group)

The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

Title 8, California Code of Regulations, section 9783.

**NOTICE OF PERSONAL CHIROPRACTOR OR PERSONAL ACUPUNCTURIST**

If your employer or your employer's insurer does not have a Medical Provider Network, you may be able to change your treating physician to your personal chiropractor or acupuncturist following a work-related injury or illness. In order to be eligible to make this change, you must give your employer the name and business address of a personal chiropractor or acupuncturist in writing prior to the injury or illness. Your claims administrator generally has the right to select your treating physician within the first 30 days after your employer knows of your injury or illness. After your claims administrator has initiated your treatment with another doctor during this period, you may then, upon request, have your treatment transferred to your personal chiropractor or acupuncturist.

**NOTE:** If your date of injury is January 1, 2004 or later, a chiropractor cannot be your treating physician after you have received 24 chiropractic visits unless your employer has authorized additional visits in writing. The term "chiropractic visit" means any chiropractic office visit, regardless of whether the services performed involve chiropractic manipulation or are limited to evaluation and management. Once you have received 24 chiropractic visits, if you still require medical treatment, you will have to select a new physician who is not a chiropractor. This prohibition shall not apply to visits for postsurgical physical medicine visits prescribed by the surgeon, or physician designated by the surgeon, under the postsurgical component of the Division of Workers' Compensation's Medical Treatment Utilization Schedule.

You may use this form to notify your employer of your personal chiropractor or acupuncturist.

**Your Chiropractor or Acupuncturist's Information:**

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**(name of chiropractor or acupuncturist)**

---

**(street address, city, state, zip code)**

---

**(telephone number)**

---

Employee Name **(please print):**

---

Employee's Address:

---

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Title 8, California Code of Regulations, section 9783.1.  
(Optional DWC Form 9783.1 Effective date July 1, 2014)