

Buena Park School District

Agreement

BETWEEN THE
GOVERNING BOARD
of the
BUENA PARK SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION,
BUENA PARK CHAPTER #569

2021-2024

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PREAMBLE

The initial collective bargaining agreement between the Buena Park School District and the California School Employees Association and its Buena Park Chapter 569 was entered into on the first day of November, 1997 to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment. The Parties agree that the purpose of this Agreement remains the same.

ARTICLE 1 – RECOGNITION

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the BUENA PARK SCHOOL DISTRICT ("District") and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS BUENA PARK CHAPTER 569 ("CSEA")**.
- 1.2 The District confirms its recognition of **CSEA** as the exclusive representative for that unit of employees voluntarily recognized by the District by Board action on June 28, 1976.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the District retains to the full extent of the law all of its authority to direct and control the affairs of the District. Included in those duties are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objective; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum in consultation with the Association; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue, contract work and services. In addition, the Board retains the right to hire, assign, evaluate, and terminate employees.
- 2.2 The exercise of the foregoing rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 2.3 The Board shall amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- 2.4 All administrators of the District shall be treated in a courteous and honorable manner by all employees covered by the terms of this Agreement.

ARTICLE 3 – DEFINITIONS

- 3.1 A day is defined to mean any day that the district office is open for business.
- 3.2 Anniversary date is the date upon which a unit member is granted salary step advancement earned by completion of the required period of service. Also known as "date of hire."
- 3.3 Bargaining Unit Members shall include any unit member as part of the classified service who has not been designated as confidential, supervisory, or management.
- 3.4 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time, and taking extended time off work creates a financial hardship for the unit member. Such an event is horrific in nature and occurs suddenly such as a car accident, cancer, etc. The term catastrophic does not apply to elective surgery, personal necessity, normal pregnancy, substance abuse rehabilitation, or bereavement.
- 3.5 Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range in each such position.
- 3.6 Classified employee refers to any non-certificated employee who has not been designated as confidential or management.
- 3.7 Demotion is a change in assignment of a unit member from a position in one class to a position in another class that is allocated to a lower maximum salary rate or assignment.
- 3.8 Health and welfare benefits means forms of insurance not mandated by law such as medical, life, prepaid prescriptions, dental, vision care, and employee assistance program.
- 3.9 Hours Board - The following definitions pertain to the Hours Board, located in the Transportation Lounge. (Article 20)
- a. Activity Trip - is the transportation of passengers to an activity, athletic event, educational event, and so forth, other than regularly scheduled home-to-school transportation
 - b. Declined/Charged Hours - as defined in Article 20.7.3
 - c. Declined Time Year to Date (Y-T-D) - sum of declined and charged hours year to date
 - d. Extra Runs - miscellaneous driving time (including, but not limited to, route that goes beyond the guaranteed hours, returning kindergarten students back to school, covering a run, helping with an overload, etc.)
 - e. Extra Time Total Year To Date (Y-T-D) - sum of hours for Special Needs, Other and Extra Run Columns year to date
 - f. Other - Miscellaneous non-driving time (including, but not limited to, paperwork, dispatch, garage, etc.)

ARTICLE 3 – DEFINITIONS (continued)

- g. Regular Hours - Daily guaranteed hours
 - h. Special Needs - sum of extra time for transporting Special Needs students (including, but not limited to, returning student to school, therapy run, etc.)
 - i. Total Time Year to Date (Y-T-D) - sum of all Regular Hours, Extra Hours, plus declined Hours to determine the + or - 10% between highest and lowest seniority drivers year to date
- 3.10 Illness is either physical or mental disability of an incapacitating nature to the unit member.
- 3.11 Immediate family means the mother, father, son, daughter, brother, sister, or any step-relation of this group, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, or father-in-law of the unit member or spouse of the unit member, spouse, grandparent, grandchild, any person who has served as foster parents and legal guardian to the unit member, or any relative living in the immediate household of the unit member.
- 3.12 Immediate supervisor is the person responsible for the evaluation of the unit member.
- 3.13 Involuntary demotion is a demotion without the unit member's voluntary consent.
- 3.14 Meeting and negotiating means meeting, conferring, negotiating, and discussing by the exclusive representative and the public school employer in a good faith effort to reach agreement on matters within the scope of representation and the execution, if requested by either party, of a written document incorporating any agreements reached, which document shall, when accepted by the exclusive representative and the public school employer, become binding upon both parties.
- 3.15 Negotiable items means those items limited specifically by sections of the government code relating to the Educational Employees Relations Act of 1976 and more specifically relating to wages, hours of employment, health and welfare benefits, leave and transfer policy, safety conditions of employment, procedures to be used for evaluation of unit members, organizational security, and procedures for processing grievances.
- 3.16 Permanent employee is a regular unit member who successfully completes an initial probationary period, which shall not exceed six (6) work months of service beyond the initial date of employment by the District.
- 3.17 Probationary employee is a regular unit member who will become permanent upon completion of a prescribed probationary period, not to exceed six (6) work months of service beyond the initial date of employment by the District.
- 3.18 Qualifications shall be defined to include knowledge, skills, and experience.

ARTICLE 3 - DEFINITIONS (continued)

- 3.19 Reemployment list is a list of names of unit members who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
- 3.20 Seniority for unit members hired after September 5, 1986, shall be figured by date of hire within the Buena Park School District. Seniority for unit members hired before September 5, 1986, shall be frozen as they are on the hourly seniority list. There are two types of seniority; district-wide and within classification(s). District-wide seniority applies to sick leave, vacation, holiday and salary placement. Classification seniority applies to transfers, promotions and lay-off. When two or more unit members within the same classification are hired on the same day, seniority will be determined in accordance with Article 15.2.7.
- 3.21 Short-term employee means any person who is employed to perform a service for the District upon the completion of which the service required or similar services will not be extended or needed on a continuing basis. Short-term employees do not earn sick leave, vacation, or floating holidays.
- 3.22 Substitute employee is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position. Any substitute who is hired to fill a vacancy while the District is engaged in a procedure to hire a permanent employee to fill the position shall be for no more than 60 calendar days, of one or more substitute employees.
- 3.23 Transfer is the change in the unit member's work site from one school to another without change in classification and/or assigned hours; a change from one classification to another at the same salary range when the unit member possesses the necessary qualifications; or a movement from one classification to a lower classification at the unit member's request.

ARTICLE 4 – NEGOTIATION PROCEDURES

- 4.1 Either party may utilize the services of outside consultants to assist in negotiations.
- 4.2 Negotiations shall be conducted by the duly authorized bargaining representatives of the Board and the duly recognized representatives of the Chapter.
- 4.3 Meetings for the purpose of negotiating shall be held upon the request of either party. The party requesting the meeting shall furnish the other in advance of the meeting with a notice of the subjects to be considered except in those instances where the urgency of the case precludes such advance notification.
- 4.4 The Chapter shall designate not more than five representatives who shall each receive reasonable release time for the purpose of attending negotiations.
- 4.5 **The Parties agree to meet and negotiate within twenty (20) working days after both Parties have sunshined an initial proposal and no later than the first Board meeting in April**, or within twenty (20) working days thereafter if by mutual agreement, the District and **Chapter** shall meet and negotiate in good faith over contract reopeners for the next school year or a successor agreement.

ARTICLE 5 – CHAPTER RIGHTS

- 5.1 The Chapter shall be permitted the use of school buildings and facilities under the provisions of the Civic Center Act provided the use of the building has been cleared at the District Office on the regular form used for this purpose. Any other equipment used by the Chapter will be charged for on a rental basis at a reasonable rate determined by the Superintendent. In the event use of buildings and facilities necessitate additional custodial service, the Chapter shall pay such cost at the prevailing rate for this service.
- 5.2 The Chapter shall have the right to post notices of activities and matters of Chapter concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Chapter may use the District mail service and unit member mail boxes for communications to unit members.
- 5.3 Authorized representatives of the Chapter shall be permitted to transact official Chapter business on school property where it does not interfere with any unit member's duty schedule.
- 5.4 Names, addresses, and phone numbers will be provided to the Association unless unit members have indicated in writing that they do not wish the information released to the Association.
- 5.5 A copy of this Agreement shall be made available to each unit member on the District's website. Printed copies will be provided to Chapter officers, site representatives, and negotiating team members.
- 5.6 The District agrees, when requested by the Chapter, to consult with the Chapter on matters which fall within the scope of negotiations as defined in this contract.
1. The Buena Park School District agrees to publish a "Classified Employee Handbook" for access by all unit members on the District's website. A printed copy will be provided to new unit members upon orientation, and any unit members upon request.
- 5.7 **The Chapter will appoint a unit member** to serve on all classified employee, management and permanent and/or probationary teacher, interview panels. Five workdays prior to a scheduled interview, the District shall provide notice of the scheduled interview panel to the **Chapter** President or designee. **The Chapter** will select one unit member, **with recent experience in** the area being interviewed, **if possible**, and at least one day prior to the scheduled date, confirm with the District which unit member will serve on the interview panel.

If the Chapter does not appoint a panel member, the District may appoint a replacement.

ARTICLE 5 - CHAPTER RIGHTS (continued)

- 5.8 **The Chapter will provide the District a comprehensive list of all Chapter Officers and designated Union Stewards by the end of February following an election. Thereafter, the Chapter will notify the District any time it changes an Officer, or designates a newly trained unit member to serve as a Union Steward.** Investigation of grievances shall be done on the union stewards non-working time unless requested by management to conduct such investigation on District-paid time. Nothing herein shall preclude the Association from requesting release time from the Superintendent or designee for the purpose of investigating whether or not the contract has been properly applied.
- 5.9 The Association shall have the right to include membership materials in new employee packets issued to newly-hired unit members.
- 5.10 All unit members covered by this contract shall be informed of all non-paid district-formed committees through notice of CSEA in areas related to classified staff. A CSEA designated representative shall serve on any aforementioned committee.
- 5.11 All unit members covered by the terms of this Agreement shall be treated in a courteous and honorable manner by all administrators.

ARTICLE 6 – GRIEVANCES

6.1 DEFINITIONS

- 6.1.a A "grievance" is a charge by a unit member that said unit member has been adversely affected or prejudiced by a violation of the specific provisions of the scope of this Agreement by the administration.
- 6.1.b A "grievant" may be any individual in the bargaining unit or the association who alleges a grievance.
- 6.1.c The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant.
- 6.1.d Grievance Processing During Regular Working Hours: The grievant and the CSEA representative shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.
- 6.1.e Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be retained in a special grievance file maintained by the human resources department and shall be considered confidential, and shall be available for inspection only by the unit member, the CSEA representative and those management, supervisory and confidential employees directly involved in the grievance procedure.

6.2 PROCEDURES

- 6.2.a Level I (Informal)
Prior to the filing of a formal grievance, an informal effort to resolve the matter shall be undertaken between the grievant, a CSEA representative, and the immediate supervisor; provided the grievant brings the matter to the attention of said supervisor within twenty (20) days of the time the action is alleged upon which the grievance is based took place.
- 6.2.b Level II (Formal) (Appendix V - Appendix 1-4)
If the grievant and said supervisor are unable to reach a mutually agreeable solution by such informal effort, the grievant shall have ten (10) days after the grievance has been brought to the attention of the immediate supervisor to reduce the grievance to writing, setting out concisely the nature of the grievance and relief sought, and submit to the immediate supervisor. Said Supervisor shall meet with the grievant, a Union Steward or CSEA and its Buena Park Chapter 569 Executive Board member and District representative to resolve the matter. Said supervisor shall furnish a written response to said grievant within ten days upon receipt of said grievance.

ARTICLE 6 - GRIEVANCES (continued)

6.2.c Level III

Should the supervisor expressly deny or fail to act, the grievant shall have the right to appeal to the District Superintendent or designee. Said appeal shall be in writing, stating in detail the nature of the grievance and the relief sought. Within ten (10) working days or as soon thereafter as possible, the Superintendent or designee shall hold a meeting with the immediate parties and their duly selected representatives, if desired, in an effort to resolve the grievance.

6.2.d Level IV

In the event the grievant does not agree with the decision of the Superintendent or designee, the grievant may request **to CSEA** that the matter be referred to advisory arbitration. **In the event CSEA elects to submit the grievance to arbitration, this** request shall be made in writing and submitted to the Superintendent or designee within ten (10) days after the Superintendent or designee has announced his/her decision on the original grievance. Each request shall include but one dispute unless mutually agreed upon by both parties. The Board shall not act on any grievance until after arbitration. In the event of advisory arbitration, the parties shall select a mutually acceptable arbitrator and should they be unable to agree upon an arbitrator within ten (10) days after submission of the grievance, the arbitrator shall be selected by the **Public** Employment Relations Board. The arbitrator's decision shall be submitted in writing to the Governing Board through the Superintendent, and they may accept, reject or modify such decision. All costs will be borne equally by the Board and the Chapter. Any separately incurred costs shall be borne by such party. The decision of the Governing Board is final on any grievance.

6.3 RIGHT TO COUNSEL

In the event that a grievance is submitted, no party involved in said grievance shall be denied the right to counsel at any step in the grievance procedure. Counsel may be selected from the following:

6.3.a Any CSEA Union Steward and/or Labor Representative.

6.3.b Legal or other representation.

6.4 PURPOSE

6.4.a The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.4.b Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limit, however, shall be extended by mutual agreement.

ARTICLE 6 - GRIEVANCES (continued)

6.4.c In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time may be shortened by mutual agreement.

6.5 **RETALIATION**

Retaliation against any unit member, grievant or supervisor, in the processing of a grievance or participating in the grievance procedure may also constitute grievances, or be subject to the District's complaint and discipline procedures.

6.6 **CHAPTER'S RIGHT TO FILE GRIEVANCE**

Upon the solution of a grievance, the agreements will be put in writing and both parties will receive a copy. If the action agreed upon is not carried out, the Chapter may file a grievance on behalf of an individual. The Chapter must have prior approval, in writing, from the individual concerned.

ARTICLE 7 – ORGANIZATIONAL SECURITY

- 7.1 **CSEA** shall have the sole and exclusive right to payroll deduction **for** regular membership dues.
- 7.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 7.3 **The District shall refer all unit member questions about CSEA membership dues to the Chapter President or CSEA Labor Relations Representative. The District shall refer all unit member requests to revoke membership to the CSEA Labor Relations Representative.**
- 7.4 With respect to all sums deducted by the District for membership dues, the District agrees to promptly remit such monies to **CSEA**, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as **–CSEA** members.
- 7.5 **CSEA** agrees to furnish information needed by the District to fulfill provisions of this Article. **The District shall deduct dues from the wages of CSEA members in accordance with the CSEA dues schedule. There shall be no charge to CSEA for dues deductions.**
- 7.6 **Hold Harmless Provision: CSEA shall defend and indemnify the District for any claims arising from the District's compliance with this Article for any claims made by any unit member for deductions made in reliance on information provided by CSEA to the District to cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by unit members relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed, provided the District is held harmless of any liability or responsibility.**

ARTICLE 8.1 – SALARIES (Appendix II A)

8.1.1 For **2021-2022**, the parties agree to increase the salary schedule by **2.5%** effective and retroactive to July 1, **2021**. **The parties agree to a one-time off-schedule payment, (based on annual base pay, excluding overtime and additional temporary hours) of 2.5%, to each unit member in paid status on August 31, 2021.**

8.1.1.1 **The parties agree to an increase to the 2022-2023 salary schedule of 2.5% effective July 1, 2022.**

8.1.1.2 **The District agrees to issue payment for the following compensation agreement as soon as possible, with the off-schedule payment to be paid two (2) payroll cycles after it is ratified by CSEA and approved by the Board. The retroactive payment will be made on the following payroll cycle.**

Effective July 1, 2022 Playground Supervisors will be compensated at the rate of pay defined for Range 1/Step 1 of the Classified Salary Schedule, and not less than minimum wage.

8.1.2 For a unit member who speaks, writes, and reads another language, has satisfactorily passed the District proficiency test, and are utilized as translators shall receive a stipend of \$250 annually.

8.1.3 First aid classes and CPR are required for the following positions only. The classes will be offered through the District on paid time as legally required. The District and CSEA agree to jointly reconcile job descriptions to contract language for the purposes of identifying classifications that require First Aid and/or CPR training.

- | | |
|--|-------------------------|
| - School Secretary | - Health Clerk |
| - Instructional Assistant - Spec. Ed. | - Typist Clerk |
| - Instructional Assistant - Child Care | - Food Service Manager |
| - Custodian I | - Maintenance Workers |
| - Attendance Clerk | - Playground Supervisor |

ARTICLE 8.2 – WORKING OUT OF CLASS

A unit member who is assigned to work out of classification to perform the duties of a higher classification shall be compensated at the existing step of the salary range for the higher classification. Compensation at the higher rate shall commence on the first working day. To be compensated at the higher rate, the unit member working out of class must meet the minimum qualifications of the position as stated in the job description.

A unit member is assigned to work out of classification to perform the duties of an equal classification (limited to maintenance department personnel) shall be compensated at a rate of pay two (2) ranges higher than their current rate of pay if the following criteria are met:

- unit member must have training to perform duties.
- unit member must perform the duties of the assigned classification for a minimum of eight (8) days in a twelve (12) month period in order to be compensated at the higher rate of pay.

ARTICLE 8 – SALARIES (continued)

- after the accumulation of eight (8) days, unit member will receive the two-range retroactive rate of pay described herein for the days worked out of class.

ARTICLE 8.3 – LONGEVITY PAY

Beginning of the 10th year of service	3%
Beginning of the 15th year of service	5%
Beginning of the 20th year of service	8%
Beginning of the 25th year of service	10%

No unit member presently covered by longevity will receive less longevity pay as a result of this agreement. Longevity pay is based on unit member's date of hire.

ARTICLE 8.4 – DIFFERENTIAL PAY

Add \$25.00 per month for 12 months. (Night custodians)

Add \$20.00 per month for 10 months. (Bus drivers)

ARTICLE 8.5 – MILEAGE REIMBURSEMENT

A unit member required to drive his/her own vehicle between work sites as a part of their work assignment will be compensated for the incurred mileage by the amount established by the Internal Revenue Services (IRS), provided that the unit member submits a request for reimbursement according to established District procedures.

ARTICLE 8.6 – SUBSTITUTE SERVICE

If an individual is hired as a regular classified employee having served as a substitute employee for seventy-five percent of the school year (195 days), that unit member shall receive credit for one year of service for purposes of placement on the salary schedule.

ARTICLE 8.7 – UNIT MEMBERS/OTHER DUTIES

Unit members who also serve as playground supervisors shall earn an hourly wage per the Playground Supervisor (PS) range on the salary schedule for performing these duties. Playground supervisors are required to attend a first aid workshop.

ARTICLE 8.8 – PROFESSIONAL GROWTH

The District's Professional Growth Program is designed to provide an opportunity for professional and personal growth for unit members through continuing education. It is intended to recognize unit member's voluntary effort to increase his/her general and/or specific value to the District. The program will allow unit members the opportunity to increase skills and earn salary advancement. The filing of an application and the securing of prior approval for the program by the District Superintendent is a requisite for participating in the program.

ARTICLE 8 – SALARIES (continued)

Those interested in participating need to contact the Human Resources office for applications and further details. Those approved for participation in the program are eligible to receive one (1) growth increment stipend for each ten (10) professional growth points he/she has accumulated after the above-noted date.

8.8.1 Earning Points

One (1) point for each full semester unit taken at a community college or university. One (1) point for each ten (10) hours of classroom instruction for ROP, adult education, or trade school classes where college equivalent units are not granted. One (1) point for each ten (10) hours of attendance at job-related lectures, training programs, seminars, and District workshops. No points will be earned if a unit member is receiving compensation, compensatory time, release time, or at a District paid/reimbursed activity.

8.8.2 Receiving Credit

In order to receive credit: Course work must be taken at accredited or approved schools; classes and/or training sessions may not be taken during the unit member's regular hours. Training sessions, job related lectures, seminars, and workshops must be preapproved by the unit member's supervisor and District Superintendent or designee. In order to receive professional growth credit, all activities engaged in under this program must have some relationship to the unit member's present job assignment or to a classification that the unit member may transfer or promote to within the District.

8.8.3 Growth Increments

Effective July 1, 1997, a unit member will receive a one-time stipend of two hundred (\$200) for each ten (10) professional growth points accumulated. Maximum annual District total contribution will be five thousand dollars (\$5,000).

ARTICLE 9 – EMPLOYEE BENEFITS

- 9.1 Effective October 1, **2022**, the District will contribute towards health benefit premium contributions and unit members will pay the difference of the amount of premium cost above the District's contribution, as follows:

- Employee only: **\$7,000**
- Employee +1: **\$14,000**
- Employee +Family: **\$18,500**

The above medical premium contributions shall be paid by payroll deduction. Unit member subject to these payments shall have the option of utilizing the existing IRS Section 125 Plan to reduce out-of-pocket premium costs.

When two employees are married, the employees may choose from the following options: Option 1: the District will waive their health insurance payroll deductions if both employees choose to be covered under one employee plan – either Kaiser, HMO, or PPO option may be selected as two party or family coverage. Option 2: only one employee may choose two party or family plan coverage, the alternate spouse must then choose a single plan with no waiver of either employee's payroll deduction.

Effective January 1, 2014 CSEA agrees to move from MEBA to SISC.

- 9.1.1 The parties agree to form an Insurance Committee to regularly review insurance program offerings and proposals affecting unit members, communicate operation issues and concerns with plan providers, and provide timely advice to collective bargaining teams on changes to insurance programs that would mutually benefit the District and CSEA membership. The Committee will consist of five (5) representatives each from the administration and the local CSEA membership, including two (2) members of each bargaining team. The District's Assistant Superintendent, Administrative Services will serve as Chair of the Committee. The final decision on anything discussed in the Insurance Committee will be subject to negotiations between the parties.
- 9.2 Unit member hired after January 13, 1987, shall receive health and welfare benefits according to the following formula:
- 9.2.1 Unit member whose assignments are at least four (4) hours -- the District will pay 1/2 of the premiums for any health and welfare benefit available to classified employees (medical, vision, dental, life).
- 9.2.2 Unit member whose assignments are five (5) hours -- the District will pay 5/8 of the premium for any health and welfare benefit available to classified employees (medical, vision, dental, life).
- 9.2.3 Unit member whose assignments are six (6) hours or more (thirty hours per week) -- The District agrees to maintain the existing medical, vision and dental plan design and employee contribution rate status quo through 2018-2019 as listed in Article 9.1.

9.3 Any unit member hired before January 13, 1987, working less than four (4) hours who is subsequently promoted to a position with more hours and/or have their hours increased to four (4) hours or more in their current position shall receive benefits in the same manner described in Section 2 above.

9.3.1 The additional premium, if any, shall be paid by the unit member. Each unit member shall authorize the District to deduct from their paycheck the amount of the tenthly premium due, if any. The authorization shall remain in effect during the term of this agreement or until this article is renegotiated pursuant to Article 23 (reopeners). No person shall be eligible for coverage as an employee and as a dependent of an employee at the same time. In addition, no person shall be eligible for coverage as a dependent of more than one employee at the same time. If the subscriber's spouse is an employee of the District, the District guarantees a continuation of existing coverage to subscriber's family in the event of death; the spouse (employee) will then automatically become the subscriber.

9.3.2 Effective January 1, 2011, the parties agree that District provided dental plan design will be changed to reflect:

Establish an out-of-network co-pay of \$100 for all plan participants.

In the event it is necessary to change the present plans, the District shall notify the Association as soon as possible and shall meet and negotiate with the Association. The present benefit plans are as follows:

MEDICAL Kaiser Permanente
Blue Cross Prudent Buyer
Blue Cross California Care

DENTAL Delta Dental Services – Family Coverage

VISION Vision Service Plan - Employee Coverage
\$15 co-pay

The District agrees to make available to the unit members an employee paid supplemental vision care program.

LIFE INSURANCE-\$10,000 per unit member

As of 1/01/02-Reliance Standard Life Insurance

ACCIDENTAL DEATH & DISMEMBERMENT - Mutual of Omaha,
\$1,000 district paid, additional coverage available.

9.4 IRS Section 125
An IRS Section 125 plan to be implemented for eligible employees on February 1, 1992, with American Fidelity as the carrier.

9.5 Employee Assistance Program
The District shall provide for an Employee Assistance Program for each employee through or comparable to the Blue Cross EAP program provided by the Self Insured Schools of California.

9.6 Medical Benefits for Employees Working Less Than Four Hours Per Day
Unit members employed for less than four hours per day shall be eligible for vision insurance coverage under a plan offered through Vision Service Plan.

9.7 Medical Benefits for Retired Employees
The District shall make available to each eligible employee reaching age 55, 100% coverage for medical insurance, or an amount prorated pursuant to Article 9.2, based upon the unit member's permanent part-time employment status at the time of retirement, provided said employee has served five (5) consecutive years of service to the District prior to retirement. For the employees who are hired on or after July 1, 1983, the qualifying years of service is increased to ten (10) consecutive years. If the retired employee wishes to add a dependent(s) the retired employee must contribute an amount equal to the premium differential for an additional dependent based on the tiered single, two-party and family tiered rate structure provided by the medical benefit carrier.

9.7.1 The District Will Provide the Following Insurance Programs:

MEDICAL - Kaiser Permanente HMO
Anthem Blue Cross HMO
Anthem Blue Cross PPO
Anthem Blue Cross PPO Bronze Plan

9.7.2 The retired unit member may pay the premium for dependent(s). A Board-approved leave shall constitute a year of service for the purpose of eligibility for this benefit. This benefit shall cease when the unit member becomes Medicare eligible.

9.8 Medical Benefits for Retirees Hired on or after July 1, 2020
Employees hired on or after July 1, 2020 will be eligible for retiree health benefits as follows:

1. After 15 years of consecutive service to the District;
2. Must be at least 60 years of age at the time of retirement;
3. Will receive retiree health benefits for not more than 5 years and only until Medicare eligible;
4. Will pay the same level of contribution towards medical premiums as working unit members.

ARTICLE 10 - LEAVE

10.1 SICK LEAVE

- 10.1.1 All full-time unit members of the school district are entitled to twelve (12) days of absence each year for illness or injury including disability due to pregnancy childbirth or related medical condition. Any unit member working less than the twelve (12) months shall be entitled to the equivalent of one day per month worked. A unit member covered by this Agreement, working less than full-time, shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment. If such unit member does not take the full amount of sick leave allowed in any one school year, the amount not taken shall be accumulated from year to year without limitation. Probationary unit members shall be allowed illness leave on the following basis: One (1) day for each month of service. A unit member may use no more than six (6) days of sick leave in the first six (6) months of employment.
- 10.1.2 When a regular unit member is absent from his/her duties on account of illness or accident, (excluding worker compensation cases), he/she shall be entitled to the following differential pay benefit after he/she has exhausted all sick leave, vacation days, floating holidays, and personal necessity days to which he/she may be entitled.
 - 10.1.2.1 Unit members who have exhausted their sick leave, vacation days, floating holidays, and personal necessity days, shall be compensated at fifty percent (50%) of the unit member's rate of pay. This benefit shall not exceed one-hundred (100) working days of sick leave per fiscal year.
 - 10.1.2.2 The District shall require a written verification or release by the unit member's physician or by a physician appointed by the District.
- 10.1.3 The District shall establish a process whereby unit members will have the opportunity to donate sick leave to unit members in catastrophic situations. Unit members, while employed, may donate up to two days of their sick leave allowance. Individual sick leave donations will be based on the per diem amount of the donor and expended based on the per diem of the individual in need.
- 10.1.4 Sick leave accumulated shall be given to each unit member in writing prior to September 10 or the first day a unit member returns to work for any given year, whichever is later.

ARTICLE 10 - LEAVE (continued)

10.1.5 Verification of Illness - Under normal circumstances, after five (5) consecutive days of illness, the District shall require a licensed physician's note acceptable to the District showing inability to work during the period of absence commencing with the first day of absence. If the physician's note presented by the unit member is unacceptable to the District, the District may require the unit member to secure a note from a physician mutually agreed upon by the unit member and the District verifying the unit member's inability to work. The unit member's privacy will be kept in strictest confidence and no medical report will be asked for by the District in regard to any specific illness, only the fact of the unit member's ability to perform their duty. Any cost will be paid by the District.

10.1.6 Return to Service - When a unit member requests a long-term (ten working days or more) leave for illness, it shall be the responsibility of the unit member to make known to the District, in writing, the beginning date of such leave and an expected date of return to duty. The District shall require a physician's certificate, indicating the unit member is under the treating, licensed physician's care, the beginning date of the absence, the expected date of return to duty, and that the unit member is medically unable to work. In the event the unit member's physician's verification is unacceptable to the District, the District may require the unit member to secure a certificate from a physician appointed by the District. Any cost will be paid by the District.

10.2 PERSONAL NECESSITY LEAVE

10.2.1 Credited sick leave may be used at the unit member's election for the purposes of personal necessity. Unit members shall be entitled to utilize up to eight (8) days of personal necessity leave. Additional available sick leave days may be used for purposes of personal necessity based upon extenuating circumstances upon written prior approval of the Superintendent. Personal necessity leave shall be limited to:

1. Serious illness or death of a member of the unit member's immediate family (see definitions).
2. Accident involving person or property of the person or property of the unit member's immediate family.
3. Religious observance.
4. Appearance in any court or before any administrative tribunal as a litigant.
5. Other personal necessities which require immediate attention and cannot be dealt with during off duty hours.

10.2.2 Unit members shall submit a request for personal necessity leave approval on a District-approved form to the immediate supervisor not less than three (3) working days prior to the beginning date of the leave. The prior approval required for personal necessity shall not apply to reasons 1 and 2 above. When prior approval is not required, the unit members shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

ARTICLE 10 - LEAVE (continued)

10.2.3 Personal Business: Unit members may request to use one (1) of their available eight (8) personal necessity leave days per year for personal business, provided the request is submitted on the approved leave form to the immediate supervisor not less than three (3) working days prior to the beginning date of the leave.

- 1. When requesting leave for personal business, the unit member will not be required to explain or describe the nature of the personal business.**
- 2. Personal business leave requests will be approved unless:**
 - (a) There is an immediate or urgent operational obligation (i.e., the two weeks before and after student instruction begins and ends; payroll deadlines; state monitoring audits; department deadlines or compliance requirements; and/or other employees scheduled for pre-approved leave of any type in the department during the requested personal business time) where the unit member's attendance is deemed necessary by the immediate supervisor.**
 - (b) A request for personal business leave will result in multiple unit members taking personal business leave on the same day that would result in 10 percent or more of the staff on leave on the same date from the same department.**

10.2.4 Personal necessity and personal business days cannot be used to extend a paid holiday or previously approved vacation.

10.2.5 No days of personal necessity leave or personal business shall accumulate from one year to the next.

10.3 ABSENCE DUE TO BEREAVEMENT

Unit Members shall be allowed the following:

- three (3) working days of absence if within 200 miles;
- four (4) working days of absence if over 200 miles;
- five (5) working days of absence if over 500 miles

Unit members will receive full salary at the time, and in the event, of the death of any members of his immediate family as defined in this Agreement. Permission to use this policy for other relatives and additional days travel time may be granted by the Superintendent under extenuating circumstances. These days will not be deducted from accumulated sick leave.

ARTICLE 10 - LEAVE (continued)

10.4 ABSENCE FOR JUDICIAL AND OFFICIAL COURT APPEARANCES, EDUCATION CODE SECTION 44036

Any unit member who is required to be a witness in litigation not instituted by himself shall be allowed full salary for the first day of such required court attendance.

The amount of pay the unit member will receive will be the difference between his/her regular salary and any amount earned in witness fees.

10.5 MATERNITY LEAVE

Each female unit member shall be entitled to a leave of absence for pregnancy or childbirth or conditions related thereto. The unit member shall be entitled to use sick leave allowable under appropriate sections of the California Education Code on the same basis provided for any other illness or injury. The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and her doctor. A statement from the unit member's doctor as to the beginning date of such leave shall be filed with the District. This date shall be based upon the unit member's ability to render service in her current position. The date of the unit member's return to service shall be based upon her doctor's analysis and written statement of the unit member's physical ability to render service.

10.6 LEAVE OF ABSENCE - SPECIAL

Any special request regarding absence other than illness and not specifically stated in the rules and regulations must have Governing Board approval. The request shall be submitted through the Superintendent thirty (30) days prior to the date of anticipated leave, except in cases of emergency. The District will consider each request on an individual basis.

Special consideration will be given to requests for training for professional advancement. Any leave given for professional advancement would require proof of full-time student enrollment, and only one year of leave would be allowed during the tenure of the unit member in the district. In the event that leave is granted, the unit member must notify the District of intention to return to duty in the District. This notification must be made by June 1 of the year during which the leave is in effect. Failure to give notification of intention to return shall be accepted by the District as a resignation.

10.7 ASSOCIATION LEAVE

The Association shall be allowed twelve (12) paid days to be used in half hour increments for union business during the year. The Association shall provide advance notice, whenever possible, to the immediate supervisor and Chief Personnel Officer to minimize the impact to district operations. In addition, the Chapter shall be authorized release time for a total of five (5) days for each delegate, up to a maximum of three (3) delegates, to attend the annual CSEA state conference.

ARTICLE 10 - LEAVE (continued)

The Chapter President or designee shall be granted ten (10) hours to meet with unit members at the conclusion of the scheduled classified school site meetings. The Association shall provide advance notice to the immediate supervisor, the Chief Personnel Officer and the administrator of the site being visited. Due to urgent and/or unforeseeable conflict, the immediate supervisor may reschedule the requested leave to attend classified school site meetings.

10.8 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

"Industrial Accident" as used in this section, is defined as any accident or illness arising directly out of or in the course of the employment of the unit member which forces him/her to be absent from work. The determination of whether an accident constitutes an "industrial accident" shall be made in accordance with the District's Workers' Compensation review process.

Procedure - the unit member who has sustained the injury shall report the injury to the immediate supervisor as soon as possible after the occurrence.

A unit member who has sustained a job related injury shall report the injury on a District approved accident form within sixty (60) days to the immediate supervisor.

10.8.1 Industrial accident leave with full pay shall be allowed for up to 60 working days in any fiscal year for any given industrial accident. When such a leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same industrial accident.

10.8.2 When a unit member employed in any position is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

10.8.3 The District reserves the right to require a unit member to furnish proof of cause of absence by a licensed physician.

10.8.4 When entitlement for industrial accident leave has been exhausted, the unit member shall use any sick leave, vacation, or other paid leave to which he/she is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the unit member of not more than his/her full salary less appropriate deductions.

10.8.5 The unit member's sick, vacation, and compensatory time or other available leaves shall be deducted on a prorated basis only (amount needed in addition to unit member's temporary disability indemnity award) and not a "day for a day" concept.

ARTICLE 10 - LEAVE (continued)

10.8.6 When all available paid and unpaid leaves have been exhausted and the unit member is not able to resume the duties of his/her position, he/she may elect to resign or to request a leave of absence without pay, or he/she shall be placed on a re-employment eligibility list for a period of 39 months.

10.8.7 Any unit member receiving benefits as a result of this policy shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

10.9 JURY DUTY

Except as provided for below, unit members shall be granted leave with pay if called to serve jury duty for the duration of the service. The District will pay the difference between the unit member's regular earnings and the amount he/she receives as juror fees. The unit member shall be required to submit to the District appropriate documentation to indicate the amount received as juror fees.

The unit members shall submit to his/her immediate supervisor a written notification for jury duty leave, accompanied by a copy of an official summons for jury service, no fewer than ten (10) days prior to the date on which the unit member is scheduled to appear, or as soon as possible if such notice is received less than ten (10) days prior to the time of service.

Jury duty leave will not be granted to any unit member more often than once in each school year for the same court.

If there are more than two percent of the unit members, excluding management, serving jury duty at any one time, then the leave granted under this provision shall be without pay.

The District, or unit member, may discuss the practicality of seeking exemption when service would tend to materially disrupt the District's operation.

10.10 FAMILY CARE AND MEDICAL LEAVE

10.10.1 Leaves

Eligible unit members may take leaves under this section for any federal Family and Medical Leave Act (29 U.S.C., section 2601, et.seq.) And/or California Family Rights Act of 1993 (Government Code section 12945.2) qualifying reason: 1) the birth, adoption, or foster care of a child within twelve (12) months of the birth or placement; (2) the serious health condition of the unit member's child (who is under age 18 or is 18 or older and suffers from a disability and is incapable of self-care), parent, spouse, or registered domestic partner (CFRA only); and the unit member's own serious health condition, serious illness or injury sustained in the line of duty on active duty by a military service member or veteran who is the spouse, child (regardless of age), parent or next of kin of the unit member

ARTICLE 10 - LEAVE (continued)

(FMLA); or a qualifying exigency arising out of the fact that a spouse, child (regardless of age) or parent of the unit members is a covered service member on covered active duty or has been notified of an impending call or order to covered active military duty (FMLA only).

10.10.2 Eligibility

Eligible unit members are entitled to up to a total of twelve work weeks (26 workweeks for an injured service member or veteran) of unpaid leave over a fiscal year (July 1 through June 30) for family care and/or medical leave, providing they have more than twelve months of service and at ***least*** one thousand two hundred fifty (1,250) hours of work in the previous twelve-month period. Unit members may take the family care and medical leave benefits provided herein intermittently in the minimum amount allowed by the District.

10.10.3 Reinstatement Rights

A unit member whose request for leave has been granted shall be guaranteed reinstatement to the same position or comparable position if his/her previous one has been eliminated upon termination of the leave.

10.10.4 Twelve-Month Period

A year, or twelve-month period, for the purposes of Article 10.10 is defined as a fiscal year, July 1 through June 30.

10.10.5 Continuation of Health Benefits

The District will maintain and pay the current monthly contributions for eligible unit members toward the payment of premiums for group health benefits throughout the period of family care and medical leaves.

10.10.6 Coordination of Benefits

Unit members will be required to use all accrued paid vacation, other accrued time off, and any other paid or unpaid time off provided for under this Agreement such as personal leave, sick leave, floating holidays, and one hundred (100) working days differential pay, before use of family care and medical leave. Pregnancy Disability Leave for which the unit member is eligible under Government Code Section 12945 shall not count against but shall be in addition to, leave under the California Family Rights Act. However, a unit member may not be required to use sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, or spouse with a serious health condition, unless mutually agreed to by the unit member and the District. Unit members who take leaves for their own serious health conditions will be required to use accrued sick leave in addition to accrued paid vacation, and all other paid or unpaid leaves provided for in this agreement. Unit member shall be entitled to paid parental/child bonding leave as set forth in Education Code section 45196.1 and Section 10.12 of this Agreement. Paid parental/child bonding leave shall run concurrently with any entitlement to FMLA and/or CFRA child bonding leave.

ARTICLE 10 - LEAVE (continued)

10.10.7 Unit Member Status

A leave for family care and medical leave shall not constitute a break in service for purpose of longevity, seniority, or any employee benefit plan.

10.10.8 Reasonable Notice

If a leave is foreseeable, the unit member shall provide the District with thirty (30) days' advance notice of the need for the leave and make reasonable efforts to schedule planned medical treatment to avoid disruption to the operations of the District. Notification should be provided to the unit member's immediate supervisor.

10.10.9 Medical Certification

The District may require a unit member's request for leave to care for a child, spouse, or a parent who has a serious health condition to be supported by a certification issued by the health care provider. Certification is sufficient if it states (1) the date the serious health condition commenced; (2) the probable duration; (3) that the unit member is needed to provide such care, or that the unit member is unable to perform his/her job due to the serious health condition; and (4) if intermittent leave is requested, verification of the need for intermittent leave including an estimate of the amount of leave and schedule if known.

A second opinion may be requested by the District, and at the District expense, for the unit member's own serious health condition. If the two opinions conflict, a third and binding examination may be required by a mutually agreed on health provider at the District's expense. As a condition of a unit member's return from leave taken because of his/her own serious health condition, the District may require the unit member to obtain certification from his/her health care provider that the unit member is able to resume work.

10.11 CATASTROPHIC LEAVE BANK

10.11.1 Eligibility to Use Sick Leave Bank

Unit members shall be eligible to use catastrophic sick leave under this Article if:

10.11.1.1 A unit member suffers a catastrophic injury or illness that is expected to incapacitate the unit member for an extended period of time (in excess of ten [10] days); or

10.11.1.2 Taking extended time off from work creates a financial hardship for the unit member because he or she has exhausted all his or her accumulated sick leave and utilized all other accrued paid time off available.

ARTICLE 10 - LEAVE (continued)

10.11.1.3 A unit member who has exhausted all accumulated sick leave, vacation, floating holidays, and differential paid days, and who has made a donation of a minimum of three (3) days to the Bank prior to their request, shall be eligible to request sick leave from the bank.

10.11.2 Eligibility to Donate to Sick Leave Bank

A unit member may donate up to three (3) days to the Bank annually, so long as the minimum number of accumulated sick leave days available from the prior years' accumulations in the unit member's own sick leave account does not fall below ten (10) days.

The donation of sick leave by the unit member shall be irrevocable. The unit member shall file a "Classified Sick Leave Bank Deposit Form" with Human Resources. A donation to the Bank shall be a general donation from prior years' accumulations, and shall not be considered a donation to a specific unit member for his/her exclusive use. If a retiree or resigner has been working, and has accumulated sick leave, the retiree or resigner will have the opportunity to donate up to five days of their remaining sick leave to the catastrophic leave bank.

10.11.3 Requesting Catastrophic Sick Leave Days from the Bank

A unit member wishing to use this Bank shall submit a written request. The request shall clearly state the details of the catastrophe and the amount of sick leave requested.

Appropriate written verification (i.e., note from licensed treating physician) of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.

10.11.4 The Sick Leave Bank Committee

The Sick Leave Bank Committee shall consider the request of the unit member within ten (10) work days of the request being filed with Human Resources. This Committee shall consist of two members selected by the District, three members selected by the Association, and one from the Human Resource Office to provide information who shall be a non-voting member of the Committee. Approval of the request shall require a majority vote of the voting Committee members. The decision of the Committee shall be final.

ARTICLE 10 - LEAVE (continued)

10.11.5 Use of Sick Leave Days from the Bank and Other Provisions

- 10.11.5.1 The maximum number of duty days a unit member will be allowed to request at one time for a single catastrophic illness/injury shall not exceed twenty-five (25) consecutive work days. A unit member may request a specific number of days when the request is submitted on the form available in the Human Resource Office. The unit member may request up to an additional twenty-five (25) consecutive work days, should the condition continue, by completing an additional request for consideration by the Committee.
- 10.11.5.2 Any days approved by the Sick Leave Bank Committee that are unused by the unit member shall be returned to the Bank.
- 10.11.5.3 If a unit member uses a day from the Bank, pay for that day shall be at the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.
- 10.11.5.4 Leave from the bank may not be used for illness or disability which qualifies the unit member for workers' compensation benefits unless he/she has exhausted all workers' compensation leave and his/her own paid leave.
- 10.11.5.5 When a unit member can reasonably be presumed to be eligible for disability retirement under PERS or, if applicable, Social Security, he/she may be asked to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) days of the request, will disqualify the unit member from withdrawing sick leave from the Bank.
- 10.11.5.6 Following initial enrollment, unit members may join the Bank during the annual open enrollment period (February 1 - February 28 only).
- 10.11.5.7 During January of each year, the Payroll Office shall provide the Association with a statement specifying the number of days available in the Bank as of January 1st of that year and the number of days used in the previous year.
- 10.11.5.8 Donated days not used in any given year shall be carried over for use in a subsequent year and shall remain a part of the Bank. If, in any given year, the request(s) for utilization exhausts the number of days in the Bank, the Bank will be closed for the remainder of the year. By mutual agreement, the District and Association can agree to solicit unit members for an additional donation of days.

ARTICLE 10 - LEAVE (continued)

10.11.5.9 If the Bank is discontinued for any reason, the days remaining in the Bank shall be forfeited.

10.11.5.10 Hold Harmless. The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf, or on the behalf of any unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or implementation of Section 10.11.

10.12 Parental Leave

Unit members shall be entitled to paid parental leave as set forth in Education Code section 45196.1.

ARTICLE 11 – HOURS OF EMPLOYMENT

- 11.1 **Workday** – **The workday for all employees shall be established by the District at the start of each school year.** The maximum number of hours of regular employment for a unit member is eight (8) hours a day and forty (40) hours a week. However, the Governing Board may employ persons for lesser periods of time. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- 11.2 **Adjustment of Hours** – **Once during the school year, a supervisor and unit member may agree to adjust the unit member's start time, either permanently or temporarily, by not more than 30 minutes before or after the start time that was set at the beginning of the year. The unit member and supervisor will memorialize this adjustment on a district-issued form that will be submitted to Human Resources, and a copy provided to the Chapter. The agreed upon changes will not take effect until at least five days after the agreement is reached, unless agreed to otherwise. Within the first three days of signing the form, either party may withdraw their agreement and remain on the original schedule.**
- 11.3 **If the change in start time will exceed 30 minutes, or if the unit member and supervisor are unable to reach an agreement for an adjusted start time, a Chapter representative and the District's human resources department will meet and negotiate in an effort to resolve the adjustment of the start time. If CSEA and the District cannot reach agreement, then the original schedule shall remain in place.**
- 11.4 **Workweek** – The workweek for unit members shall include the seven day period beginning with the five (5) consecutive days the unit member is regularly assigned to work. The workweek will start at 12:01 a.m. on the first day of the unit member's workweek and end at midnight on the last day.
- 11.5 **Lunch Period/Breaks** – A thirty (30) minute uninterrupted unpaid lunch break shall be provided to each unit member who works at least six (6) to eight (8) hours per day, which is separate from the regular workday, and shall be taken at the convenience of the department where the unit member works.

Each unit member who works eight (8) hours per day is entitled to two (2) fifteen (15) minute paid rest breaks each morning and each afternoon, usually taken midway during the morning and afternoon shifts.

Unit members who work three (3) or more hours per day are entitled to one (1) ~~fifteen (15)~~ ten (10) minute paid rest break per day, usually taken midway during their shift. Unit members who work four (4) or more hours per day shall be entitled to one (1) fifteen (15) minute paid rest break per day, usually taken midway during their shift. The District acknowledges that unit members not otherwise entitled to a contractual break may require a brief break during their shift to attend to emergent personal business. (Appendix V)

Break times and lunch times mentioned above shall not be used within the last hour of the scheduled workday, unless specifically authorized by the unit member's immediate supervisor.

ARTICLE 11 – HOURS OF EMPLOYMENT (continued)

11.6 Overtime – Unit members who work in excess of an eight-hour day or on weekends will be paid at the rate of time and a half for all overtime. Unit members working on a holiday shall be paid at their regular rate of pay plus time and a half for any amount of time worked. Overtime shall be distributed and rated as equally as is practical with regard to seniority among unit members in the bargaining unit within each department. Unit members who decline overtime employment more than three (3) times per school year at the request of the school district may relinquish their right to such privilege. Part-time unit members shall be compensated at the rate of time and a half for sixth and seventh day worked in one week and double time and a half if such work falls on a holiday.

11.6.1 Long Term Overtime

Long Term Overtime, as defined as an ongoing assignment provided to a unit member that occurs on a scheduled basis at a specific site, shall not exceed the length of one school year. Long Term overtime assignments shall be rotated on a seniority basis. Unit members that have completed a Long Term assignment shall not be eligible for a new assignment of reassignment for a period of two years, unless all other eligible unit members decline such assignment.

11.6.2 Whenever a unit member is called back to the job after leaving for the day, that employee shall be granted a minimum of two hours.

11.7 Absences – Each unit member covered by the terms of this agreement shall be responsible for the reporting of all absences on the proper District form (Form 1510). This includes any late arrivals or early departures from the existing work schedule. Failure of the unit member to fill in the proper form and submit to the immediate supervisor is a breach of this contract. Unit members may have the option of charging any time shortages to personal necessity leave, if available, or deducting such time from their salary.

11.8 Bilingual/Special Education Instructional Assistants – The District agrees to employ bilingual and special education instructional assistants for a minimum of four hours per day, 20 hours per week. Special Education Instructional Assistant III will be employed for 6 hours per day.

11.9 Compensatory Time – Unit members may not elect to take compensatory time in lieu of cash for any overtime worked. First year unit member may take compensatory time with approval of supervisor. After one year from the unit member's hire date, the unit member can only use overtime with approval of supervisor.

11.10 Playground Supervisor – Playground supervisors shall accrue sick leave, vacation, and holiday benefits in accordance with law (AB 670, Statutes of 2018), and/or as provided in contract. Accrual shall be based on a pro ratio basis.

11.11 Summer School Assignments - Summer school assignments are subject to funding and enrollment. Assignments shall be rotated on a seniority basis. Unit members that have completed a summer assignment shall not be eligible for a summer school assignment for a period of one year, unless all other eligible unit members decline such assignment.

ARTICLE 11 – HOURS OF EMPLOYMENT (continued)

11.11.1 Order Of Priority For Summer School Assignments

- 11.11.1.1** Unit members with more than 2 years of service in a designated summer school classification shall have first priority by order of seniority;
 - 11.11.1.2** Unit members with less than 2 years of service in a designated summer school classification shall have second priority by order of seniority;
 - 11.11.1.3** Unit members with more than 2 years of service in any classification will be given third priority in a designated summer school classification, with preference amongst them given to those whose current job most closely aligns to the summer school classification, by order of seniority.
- 11.11.2** The District shall provide applications for Summer School by the second Monday in April. Unit members will provide their response within seven (7) work days.
- 11.11.3** Unit members shall be notified in writing by District mail (to employee's worksite) by the first Monday in May of their selection for Summer School.
- 11.11.4** If actual student enrollment requires less staff support, unit members selected for Summer School may be released in reverse seniority order by classroom with no less than three (3) days prior notice.
- 11.11.5** Unit members applying for Summer School are committing to participating the full length of the program. Unit members that miss three (3) days will be released from the assignment. At the District's discretion, such unit member may be deemed ineligible to participate in Summer School for two (2) years, unless the absences are based upon an emergency or of an unforeseen nature including, bereavement, serious illness, or similar circumstance.

ARTICLE 12.1 - VACATION SCHEDULE (See Appendix III)

12.1.0 A vacation service year is defined as one in which a unit member is paid for 75% of the working days which fall within the normal working period for his/her position.

12.1.1 All vacation will be scheduled at the convenience of the District and must receive prior approval of the unit member's immediate supervisor. If the unit member is unable to take his/her annual vacation, the amount not taken shall accumulate for use the following year, or be paid at the option of the District.

12.1.1.1 Regular unit members who work less than twelve (12) months shall take their earned vacation during the winter and/or spring recesses. In the event a unit member is entitled to more days vacation than are available during the winter and spring recesses, the unit member shall take the extra vacation at a time convenient to both the unit member and the supervisor.

12.1.2 Earned vacation shall become a vested right after the first six (6) months of employment. Vacation allowance is based on date of hire.

12.1.3 All vacation must be earned prior to utilization, except for actively employed unit members who have worked in the District seven (7) years or more, shall be advanced their full vacation allotment at the beginning of the year and an appropriate number of days (usually 10 or 11) shall be reserved for use during winter and spring breaks. In the event of an emergency, the District may make an exception to this provision.

12.1.4 If a unit member is terminated and had been granted vacation which was not yet earned at the time of termination, the District shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation taken. Upon separation from service, the unit member shall be entitled to lump sum compensation of all earned and unused vacation, except unit members who have not completed six (6) working months employment at regular status.

12.1.5 Vacation Allowance

	12-month <u>Unit Members</u>	10-month <u>Unit Members</u>
1 through 3 years of service	10 days	8-1/2 days
4 through 10 years of service	15 days	12-1/2 days
11 through 19 years of service	20 days	16-1/2 days
20 or more years of service	22 days	18-1/2 days

12.1.5.1 Holidays - When a holiday, as defined by this Agreement, occurs during the scheduled vacation of a unit member, the unit member will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for the absence on the holiday.

ARTICLE 12.1 - VACATION SCHEDULE (See Appendix III) continued

- 12.1.5.2 Vacation Pay: Pay for vacation days shall be equivalent to the unit member's regular rate of pay at the time the vacation is taken.
- 12.1.5.3 Written Statement: The District shall provide each unit member a written statement of accrued and used vacation hours by October 10 of each year.
- 12.1.5.4 Effective June 30, 2010, current 12-month unit members with unused vacation days exceeding two (2) years shall receive a one-time payoff for the balance of their vacation in excess of one year. Thereafter, unit members' vacation accrual shall be capped at a maximum of two (2) years.

ARTICLE 12.2 - HOLIDAYS

(See Appendix III - A through CL-14)

- 12.2.1 Scheduled Holidays: All unit members who are a part of the classified service are entitled to the following holidays at full pay (12-month classified employees):
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day
 - Thanksgiving Recess
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - New Year's Day
 - Martin Luther King, Jr. Day
 - Lincoln's Day
 - Washington's Day
 - Classified Spring Holiday (Friday of Spring Break)
 - Memorial Day
- 12.2.2 Floating Holiday - One additional holiday designated as a "floating holiday" shall be granted each unit member in the bargaining unit on a date to be selected by the unit member, with his/her supervisor's approval. In lieu of observing Admission Day, each unit member in the bargaining unit shall be granted a second "floating holiday" on a date selected by the unit member and approved by the unit member's supervisor. Floating holidays must be utilized in the year accrued. Under extenuating circumstance, where a floating holiday cannot be used in the same year granted, the District shall pay for unused floating holidays.

ARTICLE 13 - EVALUATION OF CLASSIFIED PERSONNEL

- 13.1 Statement of District Philosophy on Evaluation of Classified Personnel Performance - The Buena Park School District believes that the evaluation of all aspects of the operational and maintenance system is necessary to the District's success. A prime concern is the evaluation of the District's classified personnel which involves:

13.1.1 A planned program to keep the unit members informed of their performance strengths and weaknesses.

13.1.2 A stimulus for unit members to make conscious efforts to improve their competency.

13.1.3 A means for cooperative development of mutually understood standards and criteria for their particular service rendered to the district.

13.1.4 A method of measuring unit member success and to ensure that only capable, qualified unit members are retained in the District.

The Buena Park School District expects the evaluation of all personnel performance to be positive in nature. Those responsible for performance evaluation are expected to follow orderly methods of identifying strengths and deficiencies and to extend assistance for remediation of deficiencies, and to maintain accurate and impartial objective records in this area.

- 13.2 Evaluation Procedures - All new unit members in the District will receive an evaluation on the appropriate form within 30 days after they have been employed by the District. At the end of the fifth month worked, a second evaluation will be made of the unit member's performance standards. All other unit members in the District will receive one evaluation per year with the following exception. If the evaluator finds a permanent unit member's performance lacking at any time during the school year, the reasons shall be set forth in specific terms and identification will be made of specific ways in which the unit member may improve and what assistance shall be given by the evaluator in the remediation of the deficit areas. If failure persists, then the mechanisms for termination of the unit member will begin. In the event disagreement develops over the evaluation, the unit member shall solve the dispute with the District Superintendent or his designee. Where a permanent unit member's performance is up to the standards of the District, the evaluator will submit one evaluation per year on said unit member. The evaluation shall be due on or before 45 calendar days prior to the end of the school year.

- 13.3 Personnel Files

13.3.1 A unit member shall be provided all evaluation material before it is placed in the unit member's personnel file. The unit member shall also be given an opportunity to initial and date the material and to prepare a written response to such material. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.

ARTICLE 13 - EVALUATION OF CLASSIFIED PERSONNEL (continued)

A written response must be prepared within the (10) days after receipt of the evaluation material by the unit member. The evaluation material as well as any written response by the unit member shall be filed after the ten (10) day period as described herein has expired. A unit member's response shall not change the evaluation.

- 13.3.2 The contents of all personnel files shall be kept in the strictest confidence.
- 13.3.3 The District shall maintain the unit member's personnel files at the District's central office. Any files kept by the unit member's immediate supervisor shall not contain any material not found in the District's files.
- 13.3.4 At the unit member's request, any negative evaluations placed in the unit member's personnel file may be sealed after two years providing the cause of the negative evaluation has been corrected. Written material placed in a unit member's personnel file which is two years or older may not be used as the basis for discipline.
- 13.3.5 A unit member has the right to give written permission to a CSEA representative to look at his/her personnel file.
- 13.3.6 The classified evaluation form will be changed. The words "attendance" will replace the "number of days absent this period."
- 13.3.7 Signing the evaluation form means the unit member received it, but did not necessarily agree with it.
- 13.3.8 A unit member who is receiving a negative evaluation has the right to have a union representative at the meeting.

ARTICLE 14 – CLASSIFIED TRANSFER POLICY

14.1 Transfers – Definition

Transfer is the change in the unit member's worksite from one school to another without change in classification, change from one reclassification to another at the same salary range when the unit member possesses the necessary qualifications, or a movement from one classification to a lower classification at the unit member's request.

14.2 Involuntary Transfers

14.2.1 Unit members are subject to transfer, within their current classification, to any location and department in the District, whenever a change is considered to be in the best interest of the District. Where possible, a written two-week notice shall be given to a unit member in advance of the transfer taking effect.

14.2.2 Whenever a unit member objects to an involuntary transfer, he/she may request and shall be granted a meeting prior to the actual transfer with the immediate supervisor involved for the purpose of discussing the reasons for the transfer.

14.3 Voluntary Transfers

14.3.1 The Association shall be routinely notified by the District of open unit positions. Such notification shall be made to unit members via email, on or about the 1st and 15th of each month. The District shall also post all classified vacancy notices on the designated CSEA bulletin board at each District campus for not less than (5) days. The District and Association encourage unit members to regularly review postings and file electronic applications at <https://www.edjoin.org>.

14.3.2 For purposes of this section, a vacancy is defined as a position the District does not intend to fill through involuntary transfer.

14.3.3 A unit member may request a voluntary transfer at any time. Such requests shall be made on a "Transfer Request/Application Form" provided by the District, and shall be maintained for six months. Unit members who have transfer forms on file shall be contacted via telephone or email when a position to which they have requested a transfer to is open.

14.3.4 A unit member may submit in duplicate the written transfer request form to the Classified Personnel office. Time and date of the receipt of the transfer request shall be recorded by the Personnel Office. Upon request, a stamped copy shall be provided to the requesting unit member.

14.3.5 All unit members who meet the stated qualifications for a vacancy may be required to:

- a. be interviewed personally; and/or
- b. complete a written examination; and/or
- c. complete a "skill" demonstration examination.

ARTICLE 14 – CLASSIFIED TRANSFER POLICY (continued)

If more than one (1) unit member wishes to be transferred to a particular vacancy, the vacancy shall be filled on the basis of qualifications. If the qualifications are considered equal, seniority shall be considered the determining factor.”

1. An increase of hours within the same classification, shall be filled with current internal permanent unit members, probationary unit members, then outside candidates.
2. On all position openings that do not involve the lateral transfer process, the District shall advertise the opening internally and outside simultaneously. Posting will occur on the first day the outside posting occurs.
3. Any permanent unit member who applies shall be tested by a written and hands-on process appropriate for the position for which they are applying. Following successful passage of written and hands-on testing, the applicant will be reviewed by the interview panel.
4. The interview panel shall consist of an odd number. Minimally, the makeup will be a representative of CSEA, BPTA, and Management. The CSEA representative shall be selected as provided in Articles 5.7 of this Agreement.
5. If an applicant is a permanent unit member and passes the required written testing, hands-on testing, and interview process, the permanent unit member shall be awarded the position. If a permanent unit member is not selected, the unit member may request a meeting with the Human Resources Director.
6. The interview panel would then be instructed to interview substitute and outside applicants.

14.3.5.1 Posting of Job Openings

All classified job postings will be provided to the Association in accordance with article 14.3.1.

14.3.5.2 Interview Notification

Human Resources will notify the Chapter President and Vice President indicating the date, time, and location of the interview.

14.3.5.3 Interview Panel Selection

Process: Human Resources is to contact the Chapter President to identify the person who will serve on the interview team. In the event the President is not available, Human Resources will contact the Vice-President to identify the person who will serve on the interview team.

ARTICLE 14 – CLASSIFIED TRANSFER POLICY (continued)

- 14.3.6 Within (5) working days of being notified of non-selection for transfer a unit member may request in writing a statement of reason(s) from the Superintendent or designee for the non-selection. A written statement of reason(s) will be provided within seven (7) working days of the Superintendent's or designee's receipt of the request.
- 14.3.7 Unit members meeting the minimum requirement applying for a change of position will only be expected to retake the portion of the exam that they did not previously pass, within the current fiscal year or subsequent fiscal year.

ARTICLE 15 - LAYOFF AND REEMPLOYMENT

(See Appendix II)

The parties agree that this Article is the complete agreement of the parties with regard to the implementation and effects of all layoffs which may occur during the term of this collective bargaining agreement. All layoffs and reemployments shall be conducted in strict compliance with state statutes.

Reason for Layoff

Layoff for lack of funds or layoff for lack of work includes any reduction in hours of employment or assignment to a class or grade lower than that which the unit member has permanence, voluntarily consented to by the unit member, in order to avoid interruption of employment by layoff. A reduction in hours shall be considered a layoff for the purpose of this Article. CSEA shall retain the right to negotiate the decision and effects of layoff.

15.1 Procedures:

- 15.1.1 Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. The unit member who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.
- 15.1.2 For employment commencing after September 5, 1986, "length of service" shall be defined to include the hire date of that unit member as a regular probationary or permanent unit member in the class, plus any service in higher classes, with deductions for any unpaid time as defined below. This length of service computation shall be known as the adjusted class hire date.
- 15.1.3 The District shall prepare a seniority list for all classified positions in the bargaining unit **and shall provide the Chapter 569 President with a hard copy and electronic copy of the seniority list no later than the end of the first trimester of the school year.**
- 15.1.4 A copy of the seniority list shall be posted at each school site by the end of the first trimester of the school year. Unit members in the bargaining unit shall have **five (5) work days** to review the seniority list and advise the **Human Resources department** of any errors, omissions, or discrepancies in the seniority list.
- 15.1.5 The District shall review the unit member's complaint and **shall provide a response in writing no later than the third Friday in January to** determine if there is an error, omission, or discrepancy in the seniority list.

ARTICLE 15 - LAYOFF AND REEMPLOYMENT (continued)

- 15.1.6 **When classified positions must be eliminated as a result of the expiration of a specially funded program**, the District shall give an affected unit member a minimum of 60 days' notice of layoff **consistent with Education Code Section 45117(g)**.
- 15.1.7 A unit member shall not be laid off if a short-term **employee** is retained to render a service **that the unit member is qualified to render**.
- 15.2 Bumping Rights:
- 15.2.1 Unit members who are given notices of layoff shall have displacement or bumping rights as herein agreed. **Bumping rights allow more senior unit members to displace (“bump”) more junior unit members in a classification they serve or have served.**
- 15.2.2 When a position in a classification is reduced or eliminated, the most junior unit member in the classification shall be given a notice of layoff. The most junior unit member in the classification may exercise his or her bumping rights as follows:
- 15.2.2.1 To a position in a lower classification within the class for which the unit member possesses greater seniority than the incumbent (if more than one such position exists, the unit member shall bump the incumbent with the least seniority).
- 15.2.2.2 To a position in a classification in an equal or lower class for which the unit member has previously served and the unit member possesses the minimum qualifications for the position and greater seniority than the incumbent.
- 15.2.2.3 A unit member whose position is eliminated may displace the unit member within his/her class who has the least seniority regardless of differences in assigned shift hours (i.e., 7:30 a.m. to 4:00 p.m. or 2:00 p.m. to 11:00 p.m.), location, or source of funding.
- 15.2.3 Unit members who are laid off shall exercise bumping rights into any classification, within a current or previously held class, providing they meet minimum qualifications and providing that the classification in which they are bumping is equal or lower than that classification in which the unit member has served.
- 15.2.4 Seniority in all lower classifications shall be determined by seniority in that classification plus higher classifications. Unit members who exercise bumping rights retain their reemployment rights to the class, the classification, and the hours of employment for which originally laid off. Unit members who are bumped by a more senior unit member shall be free to exercise their bumping rights.

ARTICLE 15 - LAYOFF AND REEMPLOYMENT (continued)

- 15.2.5 A unit member must exercise their bumping rights within the timelines provided in the layoff notice or they shall forfeit the right to bump. The involved parties may mutually agree to extend the agreed upon timelines.
- 15.2.6 Unit members who take a voluntary demotion or unit members who exercise their bumping rights shall be placed at the step of the appropriate range which is closest to their current rate of pay.
- 15.2.7 If two or more unit members subject to layoff have equal adjusted class hire date seniority as defined above, then the preference shall be given to the unit member with the earliest class hire date seniority. "Class hire date seniority" shall be defined to mean the date that a unit member was hired in that class, regardless of time spent on unpaid leave or other adjustments. If class hire date seniority is equal, then the preference shall be given to the unit member with the earliest regular hire date seniority. "Regular hire date seniority" shall be defined to mean the date that a unit member was hired as a probationary unit member in the District. If regular hire date seniority is equal, the preference shall be given to the unit member with the earliest District hire date seniority. "District hire date seniority" shall be defined to mean the date that a unit member was hired into the District, regardless of whether or not hired as a regular or temporary (i.e., substitute or short term) unit member. If District hire date seniority is equal, the decision shall be made by random selection. Random selection shall consist of drawing of names. Representatives of impacted bargaining units and the District shall be present at the drawing.
- 15.2.8 If a unit member waives bumping rights, he/she will be placed on the appropriate reemployment list.
- 15.2.9 No unit member can be bumped from a position if there is a vacant position in that class.
- 15.2.10 **A unit member may bump into a position for up to an equivalent amount of hours as their affected position.**
- 15.2.10.1 **After completion of the bumping process, should the District or CSEA believe that additional hours need to be assigned for a classification, they shall meet and negotiate to determine which unit members should receive the increase in hours, as it may be appropriate for more senior employees, and not displaced employees, to receive those additional hours.**
- 15.2.10.2 **Where a group of unit members can affect (displace) a class of more junior unit members, the District will implement bumping rights that allow more senior unit members to displace the most junior unit members with equal number of hours, where the most senior is not required to displace the most junior unit member. This process is intended to honor seniority, preserve as many unit members in the higher classifications with equivalent number of hours and not**

allow a more junior unit member to be retained in a position that a more senior unit member can perform.

15.2.11 Reemployment shall be in reverse order of layoff.

15.3 Notice to CSEA

15.3.1 Except for layoffs proceeding under Education Code Section 45117(g), by no later than February 15 of each year, the District shall notify CSEA of any intent to implement a reduction of unit members to become effective at the end of the school year. The intent is to inform CSEA of reductions that may require it to demand to bargain the effects of layoff. CSEA will have 10 work days to demand to bargain. The District may also implement a final layoff determination that differs from the reductions presented to CSEA on the February notice.

15.3.2 Unit members shall receive preliminary notices and final notices of layoff determination in accordance with Education Code Section 45117. The notice to the unit member will state the reasons that the unit member's services will not be required for the ensuing year and informing them of their displacement rights, if any, and of their reemployment rights.

15.3.3 CSEA shall be provided with an opportunity to address the Governing Board regarding the recommendation to reduce the classified staff.

15.4 Retirement in Lieu of Layoff

15.4.1 Any unit member in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such unit member shall within ten (10) workdays prior to the effective day of the proposed layoff complete and submit a form provided by the District for this purpose.

15.4.2 Any unit member who is laid off for lack of work or lack of funds and who elects service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If he/she is subsequently subject to reemployment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of PERS has properly processed his/her request for reinstatement from retirement.

15.4.3 The unit member shall then be placed on a 39-month reemployment list; however, the unit member shall not be eligible for reemployment during such other periods of time as may be specified by pertinent Government Code sections.

15.4.4 The District agrees that when an offer of reemployment is made to an eligible unit member retired under this Article, and the District receives within ten (10) workdays a written acceptance of the offer, the position shall not be filled by any person and the retired unit member shall be allowed sufficient time to terminate his/her retired status.

- 15.4.5 A unit member subject to this section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- 15.4.6 Any election to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this section.

15.5 Miscellaneous:

- 15.5.1 The District shall continue to pay for the health and welfare benefits of unit members who are laid off for a minimum of thirty (30) days from the effective date of their layoff.
- 15.5.2 The District agrees that unit members will not be asked to perform duties or functions which have been eliminated whenever practicable.
- 15.5.3 The Governing Board may grant length of service credit for time spent on unpaid leaves in the following areas: military leave, illness leave, maternity leave, and industrial accident/illness leave.
- 15.5.4 For purposes of this Article, "class" shall mean the group of positions (classification) as set forth in Appendix II under the titles Clerical/Fiscal Series, **Child Nutrition Series, Community Services Series,** Instructional Series, Maintenance/Operation/Transportation Series, Technical Series, **and Student Support Services Series.**
- 15.5.5 For purposes of this Article, "classification" shall mean a position within the class referred to in Article 3 which has a designated title, specific duties, responsibilities, and minimum qualifications, and which has a designated salary range established for each such position.
- 15.5.6 A laid off unit member on the 39 month rehire list may apply and be interviewed for any position for which they meet minimum requirements. Laid off unit members will be interviewed in conjunction with the unit member applicant pool and prior to outside candidates.

ARTICLE 16 - SAVINGS PROVISION

If any provisions of this agreement are found to be contrary to law by the Public Employment Relations Board or a Court of Competent Jurisdiction, said invalid provisions shall be severed but such finding shall not affect the validity of the remainder of this Agreement.

ARTICLE 17 - SAFETY CONDITIONS OF EMPLOYMENT

- 17.1 Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by unit members to their immediate supervisor. Unit members shall complete reports required by the District relating to the violations described herein.
- 17.2 Unit members shall be provided coverage under the terms and conditions of the District Workers Compensation Program and illness leave provision for any injury or illness arising out of or in the course of their employment.
- 17.3 All unit members have the responsibility to submit reasonable written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to ensure compliance with applicable standards of the California Occupational Safety and Health Act, California State Compensation Insurance Fund, AHERA (Asbestos Hazardous Emergency Response Act, 40CFR, Part 763), and the provisions of the school district fire and liability insurance programs.
- 17.4 All unit members covered by this Agreement shall be compensated for any theft, damage or destroyed personal property to the maximum of **\$500.00** per incident. Personal property to be defined as that personal property that is necessary in the line of employment and which use has been approved by the unit member's immediate supervisor.
- 17.5 All unit members have the responsibility to submit written recommendations to the District regarding the maintenance of safe working conditions, facilities, and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act, Labor Code Section 6400, and the provisions of the school district fire and liability insurance programs.

ARTICLE 18 - SUPPORT OF AGREEMENT

The District and the Chapter agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Chapter will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Chapter.

ARTICLE 19 - CONTRACTING OUT

- 19.1 Except as provided below, the District agrees that during the term of this agreement, it will not contract out work that has been customarily and routinely performed or is performable by unit members covered by this agreement and then only if the contracting proposed is specifically permitted by law. Work customarily and routinely performed or performable by unit members which is of an emergency nature affecting health, safety, and welfare of students or unit members shall not be subject to this provision. Further, work that has in the past been contracted out by the District shall also not be affected by this provision.
- 19.2 No contract for services which would affect unit members in regards to wages, and/or hours, shall be let until CSEA has been given written notice of the District's proposed action no less than twenty (20) days in advance. After the notice has been given, CSEA shall, as soon as possible but no less than seven (7) days, present any demands to bargain over a decision to contract out and the effects thereof.

ARTICLE 20 – BUS DRIVER ASSIGNMENTS

- 20.1 Assignment to routes shall be accomplished through implementation of a process of selection by the drivers with the final assignment subject to approval by the Director of Transportation.
- 20.1.1 Proposed route assignments including hours of duty, bus number and stops will be posted in the transportation lounge at least forty-eight (48) hours before the date for selection.
- 20.1.2 The process of selection shall begin with the driver having the greatest seniority as to the date of selection indicating first choice. In order of seniority, the driver will “bid on” (select) a route assignment.
- 20.1.3 All routes will be subject to this process.
1. The Buena Park School District maintains the right to modify transportation bid routes dependent upon the needs of increased/decreased student load capacity, increased/decreased students at bus stops, change in school time schedule.
 2. The California School Employees Association, Chapter #569, maintains the right to negotiate requests by bus drivers who wish to change a bid route to personally accommodate a bus driver.
- 20.1.4 The Director of Transportation will have available the list of those drivers who are not qualified or have an unacceptable safety record. He/She will announce to the person bidding that he/she cannot bid on specific routes. The driver can select from those routes remaining. Any disqualification shall be placed in writing within 48 hours following the bid process and must be substantiated by prior written documentation supporting the reason(s) for disqualification.
- 20.1.5 Route assignments shall remain in effect for the entire school year. If a route becomes available during the school year, it will be posted. Drivers will indicate their interest by signing the posting. The driver with the highest seniority will be given the route assignment if he or she is deemed to possess the necessary qualifications and has an acceptable safety record. Any disqualification shall be placed in writing within 48 hours and must be substantiated by prior written documentation supporting the reason(s) for disqualification.
- 20.1.6 The next vacated route will be assigned at the Director of Transportation’s discretion.
- 20.1.7 Any driver having to forfeit a route shall receive the training and instruction necessary to afford an opportunity to be qualified for the ensuing year’s bid.
- 20.2 The District shall assign specific times for routes. Kindergarten runs may be incorporated as part of the regular six (6) hour workday.

ARTICLE 20 - BUS DRIVER ASSIGNMENTS (continued)

20.3 Each month, the Administration shall post the hours worked by columns (including daily guaranteed hours, activity trips, special needs, miscellaneous and extra coverage) and hours declined for the month and YTD totals for extra time, declined hours, and total hours by each individual bus driver through the preceding month. The monthly totals will be published and posted in the Driver's Lounge on the south wall. An annual total of hours will be posted by June 30 of each year.

20.3.1 A current master schedule will be posted in the District Transportation Lounge which will include the various daily routes and who is assigned to these routes.

20.3.2 Drivers shall receive in their mail boxes by each Thursday a notice of the upcoming week's extra hour assignments including dates and times involving that driver.

When a driver is out due to injury, illness, or approved leave, the driver will be charged for any missed extra time as declined hours. They will rejoin the rotation for extra hour assignments upon their return.

20.4 An updated bus driver seniority list will be posted the first working day of each year. This list will be updated during the school year whenever assignments are reopened. This list shall contain the expiration date of drivers licenses and certificates.

20.5 Bus drivers shall be guaranteed a minimum of six (6) hours per day, ten (10) months per year.

20.6 The District shall pay for any certificate or license fees required in the performance of their duties. This cost is to be reimbursed to the District by the driver should the employee terminate his/her employment with the District within 12 months of incurred cost.

20.7 All extra hours and/or overtime assignments exceeding six (6) hours per day or thirty (30) hours per week shall be distributed equitably among eligible drivers. The District will schedule extra time and/or overtime hours whereby all eligible drivers will receive approximately the same number of extra time and/or overtime hours within + or - 10% (between highest and lowest seniority driver) by June 30 of each year.

20.7.1 Activity trip/Extra hour assignment rotation will NOT be done by seniority. In determining rotation, all extra hour assignments and "Hours declined" will be totaled. The Driver having the LEAST amount of hours will be offered the next available assignment.

When a driver has accepted an extra hour assignment and is unexpectedly absent the day of the trip or run, the driver will be charged for the extra time missed over their six (6) daily hours as declined hours, but this will not exclude them from the Activity Trip/Extra hour assignment rotation.

ARTICLE 20 - BUS DRIVER ASSIGNMENTS (continued)

When a new driver has been hired full-time during the school year, they shall be charged the “total hours” of the driver with the least seniority provided it is within 10% + or - of the driver with the most seniority to start. Then the driver shall enter the rotation for Activity trip/Extra hour assignments and does not have to be caught up.

- 20.7.2 “Advance trips” may be requested by a driver who has never been to the destination before. These trips will be taken while the driver is in paid status.
- 20.7.3 “ACCEPTED OR DECLINED EXTRA HOURS” Notices for any extra hour assignments (i.e. activity trips, covering k-run, bus evacuations, etc.) shall be placed in the drivers mail box. Extra hour assignment notices shall be returned to dispatch signed and marked accepted or declined by the end of the following business day to be appropriately accounted for as charged hours. Administration will provide the driver a copy within 48 hours. Declined runs will be offered to next qualified and available driver(s) with the lowest hours. A driver that is asked to replace the original recipient but is unable to do the assignment will not be charged for the declined hours. However, replacement driver shall respond immediately to assure the extra hour assignment is covered.
- 20.8 Overtime shall not conflict with a driver’s regular schedule. In an emergency, the District maintains the right to adjust driver schedules. Except in situations where the driver is presently on a trip and a change in the schedule is communicated verbally, and other changes in the regular schedule shall be given to the driver in writing.
- 20.9 Fueling will be incorporated into the regular six (6) hour workday. Each bus shall have not less than half (½) tank of fuel before the commencement of a trip.
- 20.10 Bus washes will be done by the drivers as part of their regular six (6) hour workday and each bus will be washed monthly, or as often as needed. Each driver will be responsible for keeping his/her bus interior swept and cleaned on a daily basis. This will also include the windows. Drivers will receive an additional one (1) hour pay for washing buses in the event it cannot be incorporated into their six (6) hour workday. Drivers must obtain supervisor approval in advance.
- 20.11 Whenever possible, meetings called by the Director of Transportation or the District will be during drivers’ paid status.
 - 20.11.1 Mandatory safety meeting will be held once a month for one hour. Meetings will be arranged by the Director of Transportation.
- 20.12 Substitute bus drivers will be on an “on call” basis with no guarantee of minimum hours or days.
 - 20.12.1 No work that can be given to a regular driver shall be given to a substitute unless deemed necessary by the Director of Transportation in order to meet departmental demands.

ARTICLE 20 - BUS DRIVER ASSIGNMENTS (continued)

20.13 Drivers will be responsible for the timely completion of paperwork, including, but not limited to:

- 20.13.1 Time Card/Time Sheet
- 20.13.2 Daily Bus Inspection Report
- 20.13.3 Maintenance - Repair Request
- 20.13.4 Load Count and Mileage Report
- 20.13.5 Fuel Accounting
- 20.13.6 Fuel Trip Bus Evacuation (signed off)
- 20.13.7 Trip Sheet (Field Trips)

20.14 The District's Transportation Department will have an updated "Procedure Book" available for all drivers on the first working day of each year.

- 20.14.1 All changes in procedure or directives will be put in writing to be added to each drivers Procedure Book.

20.15 The District will furnish uniforms for bus drivers biannually.

20.16 Specialized training, including mountain/snow trip training will take place every school year. At the first of the school year, drivers will sign a posting to indicate their interest in receiving such training. Drivers having the highest seniority will receive such training. One (1) driver (or more, where the need so indicates) shall be trained each school year. This process of selection does not guarantee qualification, only an opportunity to be qualified. Completion and competency will be determined by the District's State Certified Trainer.

- 20.16.1 Drivers who have completed District mountain training, and have participated in at least (1) mountain trip during the school year, shall receive a \$125 annual stipend.

20.17 The purpose of video cameras and video recording equipment installed in all District buses shall be solely for the purpose of providing for student and driver safety.

ARTICLE 21 - NONDISCRIMINATION

- 21.1 Nondiscrimination - In the administration of this Agreement, neither the District nor the Association shall discriminate against any unit member because of that unit member's race, color, sex, religious creed, national origin, ancestry, age, physical or mental disability, medical condition, marital status, or union membership, nor harass a unit member on account of any reason referred to herein.
- 21.2 Interpretation - This article shall be interpreted in accordance with applicable federal and state law. For purposes of this section, harassment shall have the same meaning as given that word in Title 2, Section 7287.6 of the California Administrative Code and includes verbal harassment (epithets, derogatory comments, or racial slurs), physical harassment (physical interference, assault, impeding movement), visual harassment (derogatory posters, cartoons or drawings), and sexual harassment (unwelcome sexual advances).
- 21.3 Reasonable Accommodation - In the administration of this Agreement, the District and the Association will provide reasonable accommodations to qualified unit members with a disability and to unit members based upon their religious tenets. The need for and extent of such accommodations shall be determined by the District in accordance with its interpretations of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may be in conflict with another provision of the Agreement.
- 21.4 Waiver of Contractual Rights - If a unit member claiming a violation of this Article elects to proceed to an administrative agency or to court after the filing of a grievance or at any time prior to an arbitrator issuing an advisory decision pursuant to Article 6, Section 2 of this Agreement, the grievance shall be considered withdrawn.

ARTICLE 22 – WORKING CONDITIONS

- 22.1 The District will provide necessary tools and training for unit members requiring them for their job.
- 22.2 The District will provide mandatory risk management inservices for all unit members on a regular basis.
- 22.3 The District and CSEA shall work together to provide workshops/training for unit members specifically related to job functions and shall also encourage members to continue their education.
- 22.4 The District and unit members are representatives to the public. As such, their dress, should reflect a professional business demeanor, consistent with Governing Board Policy 4219.22, as adopted October 27, 2014. Unit members provided uniforms by the District shall wear such uniforms in the performance of their respective duties.
- 22.5 The District will provide mandatory child abuse reporter training for all unit members on a regular basis.

ARTICLE 23 - RECLASSIFICATION

(See attached Memorandum of Understanding dated September 30, 2019, for amendments noted herein).

- 23.1 Reclassification of a unit member's job classification may be sought only for the accretion of higher level duties, not for workload increases.
- 23.2 Such requests must include documentation indicating specific duties that have accreted to and are not otherwise captured in the existing job description; the approximate timing and circumstances when such accreted duties began and the frequency of such duties; and the approval of unit member's immediate supervisor and the CSEA Chapter President. A request for reclassification may be submitted to the Human Resources Department for consideration between July 1 and December 30 of each year.
- 23.3 A request may be submitted only by a unit member(s) who has had permanency in the position for three (3) years.
- 23.4 Within 30 days of receipt, the District shall review with the requesting unit member(s) process, criteria, and expected timeline to evaluate the reclassification request.
- 23.5 Unless the parties mutually agree to resolve issues underlying a job reclassification request, findings and recommendations resulting from a reclassification study or District proposal (including retroactive pay, revision to compensation schedules and/or job description), shall be forwarded to the respective District and CSEA negotiations Chairpersons for consideration and final agreement within the collective bargaining process.
- 23.6 The District retains all rights to at any time review and/or study the duties and compensation plans for unit members. Should the District elect to conduct a formal job classification study of CSEA classifications, it shall notify the CSEA President.

ARTICLE 24 - EMPLOYEE DISCIPLINE

24.1 Definition

Disciplinary action includes any action whereby a unit member is subject to a verbal warning, written warning, written reprimand, suspension, demotion, or dismissal.

24.2 Grounds for Disciplinary Action

Disciplinary action shall be imposed on permanent unit members only for cause. The most common causes for disciplinary action include, but are not limited to the following:

24.2.1 Incompetency - a pattern of below standard work performance

24.2.2 Inefficiency - the continued inability or non-willingness to perform lawfully assigned duties or not following instructions of a supervisor.

24.2.3 Insubordination - knowingly refusing to perform lawfully assigned duties or not following instructions of a supervisor.

24.2.4 Abandonment of position - absence of three consecutive working days without notification or permission.

24.2.5 Absences - unexcused absences, abuse of sick leave, absence without notification or failure to follow appropriate call-in procedures.

24.2.6 Tardiness - repeated and unexcused tardiness in reporting to work at assigned time and leaving early without authorization.

24.3 Progressive Discipline

In situations where a unit member's conduct warrants progressive discipline, the following procedures shall be followed by the immediate supervisor. It is understood that some offenses may warrant the starting of discipline at the step other than 24.3.1 In some situations, a unit member's conduct may warrant termination without progressive discipline.

24.3.1 Verbal Warning - a discussion at an informal meeting between the unit member and supervisor regarding the unit member's performance.

24.3.2 Written Warning - a written memo to the unit member which states the unacceptable conduct or specific performance which needs to improve.

ARTICLE 24 – EMPLOYEE DISCIPLINE (continued)

- 24.3.3 Written Reprimand - a written memo to the unit member regarding the continued failure to improve. Improvement Plan will be developed when appropriate. This is a plan for improving the unit member's performance which is developed with input from the unit member. The plan must be completed on the attached form. This Written Reprimand, along with the Performance Improvement Plan, if any, and the Written Warning, will be placed in the unit member's personnel file.
- 24.3.4 Suspension - the unit member may be suspended by the Governing Board for up to thirty (30) days without pay. Exception: May be longer than thirty (30) days for specific crimes under investigation in accordance with Education Code definition.
- 24.3.5 Demotion or Dismissal - in the event the unit member's behavior continues for the same or substantially related cause, demotion or dismissal will result.

ARTICLE 25 - COMPLETION OF MEET AND NEGOTIATION

Duration

25.1 This contract shall become effective July 1, **2021**, and it shall continue in full force and effect up to and including June 30, **2024**. If no such notification of termination is given, this contract shall automatically continue in full force and effect after June 30, **2024**, for successive renewal periods of one (1) year each, subject to the right of either party to terminate this contract at the end of any such renewal period by notifying the other party, in writing, at least ninety (90) days prior to the end of such renewal period, of its intention to terminate this contract. **The Parties agree to include relevant tentative agreements and memoranda of understanding in the Appendix to the CBA.**

Reopeners and Successors

25.2 **The District and CSEA agree to submit written proposals no later than May 2023 to reopen the contract strictly on compensation and benefits for 2023-2024.**


25.3 **The District and CSEA agree to reopen the entire contract for successor negotiations by notifying the other party, in writing, at least ninety (90) days prior to July 1, 2024, of its intention to terminate this contract, and submitting a written proposal for a successor agreement.**

IN WITNESS WHEREOF, the parties have entered into this contract on May 27, 2022, and executed for publication on February 3, 2023.



Russell Harrison, Chief Personnel Officer
Board Representative

Date: 2/3/23


Lori Cannon, President
Buena Park Chapter #569
C.S.E.A.

Date: 2/3/23

APPENDIX

2021-2024

Appendix I	Classified Salary Ranges And Salary Schedule
Appendix II	Classification of Classified Employees
Appendix III	Calendars for Classified Employees CL1-CL14 (CL11 discontinued)
Appendix IV	Grievance Form – Levels 2, 3 & 4
Appendix V	Scheduled Breaks
Appendix VI	Classified Employee Evaluation Form
Appendix VII	Classified Employee Adjustment of Hours Form
Appendix VIII	Memorandum of Understanding dated July 8, 2015 – BPSD Drive Through Gate Key
Appendix IX	Memorandum of Understanding dated February 22, 2018 – AB 119
Appendix X	Memorandum of Understanding dated November 1, 2018 – Adding Playground Supervisors to Bargaining Unit
Appendix XI	Memorandum of Understanding dated January 24, 2019 – Utility Worker
Appendix XII	Memorandum of Understanding dated September 30, 2019 – Reclassifications
Appendix XIII	Memorandum of Understanding dated September 4, 2020 – Effects of Layoff

APPENDIX I
Classified Salary Schedule Ranges – Buena Park School District

Account Clerk (Child Nutrition)	37	Instructional Assistant - Special Education	10
Accounting Technician II-Purchasing	50	Instructional Asst III – Spec Ed (Moderate/Severe)	16
Accounting Technician II-Payables/Receivables	50	Lead Child Care Assistant	29
Attendance Clerk	23	Library Media Clerk	23
Behavioral Guidance Specialist	37	Maintenance Worker II	50
Bilingual Service Provider	17	Mechanic I	47
Bus Driver	39	Mechanic II	57
Cafeteria Cook/Manager	33	Media Print Technician	45
Cafeteria Worker I	4	Network Services Specialist	65
Certified Occupational Therapy Asst.	45	Occupational Therapist	97
Child Care Associate	10	Payroll Technician III	57
Custodian I (nights)	27	Playground Supervisor	01*
Custodian II (days)	32	Preschool Instructor	14
Early Learning Educator	21	Receptionist/Administrative Clerk	23
Early Learning Instructional Assistant	16	School Secretary	39
Employee Benefits Technician	43	Secretary	41
Grounds Maintenance	34	Special Education Secretarial Specialist	57
Health Clerk	21	Special Needs Assistant – Itinerant	16
Human Resource Technician	43	Student and Community Services Liaison	17
Instructional Assistant I	10	Technology Specialist I	30
Instructional Assistant Behavioral Support	21	Warehouse Clerk	37
Instructional Assistant I Physical Education	10	Warehouse Clerk – Food Services	37
Instructional Assistant II – Bilingual	10		
Shift Differential:			
Add \$25 per month for 12 months - Custodian I (nights)			
Add \$20 per month for 10 months - Bus Drivers			
Bus Driver Specialized Training Stipend			
\$125 per year (in accordance with Article 20.16.1)			
Vacation	<u>12month</u>	<u>10 month</u>	
1 through 3 years of services	10 days	8.5 days	
4 through 10 years of service	15 days	12.5 days	
11 through 19 years of service	20 days	16.5 days	
20 or more years of service	22 days	18.5 days	
Longevity:		Other	
Beginning with 10 years	3%	Utility Worker (Short Term) Eff 12/11/2018	19.55/ hr
Beginning with 15 year	5%	*Fixed to Range 1 Step 1 Eff 7/1/2022	
Beginning with 20 years	8%		
Beginning with 25 years	10%		

APPENDIX I
CLASSIFIED EMPLOYEES SALARY SCHEDULE
REFLECTS 2.5% INCREASE; EFF. JULY 1, 2022

RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
1	\$16.52	\$17.36	\$18.25	\$19.15	\$20.10	1
1	\$2,864	\$3,009	\$3,163	\$3,319	\$3,484	1
2	\$16.69	\$17.55	\$18.42	\$19.34	\$20.32	2
2	\$2,893	\$3,042	\$3,193	\$3,352	\$3,522	2
3	\$16.87	\$17.70	\$18.59	\$19.54	\$20.51	3
3	\$2,924	\$3,068	\$3,222	\$3,387	\$3,555	3
4	\$17.04	\$17.88	\$18.79	\$19.70	\$20.71	4
4	\$2,954	\$3,099	\$3,257	\$3,415	\$3,590	4
5	\$17.20	\$18.04	\$18.95	\$19.91	\$20.91	5
5	\$2,981	\$3,127	\$3,285	\$3,451	\$3,624	5
6	\$17.37	\$18.26	\$19.16	\$20.11	\$21.13	6
6	\$3,011	\$3,165	\$3,321	\$3,486	\$3,663	6
7	\$17.57	\$18.45	\$19.35	\$20.34	\$21.33	7
7	\$3,046	\$3,198	\$3,354	\$3,526	\$3,697	7
8	\$17.73	\$18.62	\$19.56	\$20.55	\$21.57	8
8	\$3,073	\$3,228	\$3,390	\$3,562	\$3,739	8
9	\$17.91	\$18.81	\$19.74	\$20.74	\$21.76	9
9	\$3,104	\$3,260	\$3,422	\$3,595	\$3,772	9
10	\$18.11	\$18.98	\$19.94	\$20.95	\$21.99	10
10	\$3,139	\$3,290	\$3,456	\$3,631	\$3,812	10
11	\$18.28	\$19.21	\$20.15	\$21.17	\$22.21	11
11	\$3,169	\$3,330	\$3,493	\$3,670	\$3,850	11
12	\$18.46	\$19.37	\$20.35	\$21.34	\$22.42	12
12	\$3,200	\$3,358	\$3,527	\$3,699	\$3,886	12
13	\$18.64	\$19.57	\$20.56	\$21.59	\$22.64	13
13	\$3,231	\$3,392	\$3,564	\$3,742	\$3,924	13
14	\$18.82	\$19.76	\$20.76	\$21.81	\$22.91	14
14	\$3,262	\$3,425	\$3,598	\$3,780	\$3,971	14
15	\$19.00	\$19.97	\$20.97	\$22.02	\$23.10	15
15	\$3,293	\$3,462	\$3,635	\$3,817	\$4,004	15
16	\$19.22	\$20.16	\$21.19	\$22.24	\$23.35	16
16	\$3,332	\$3,494	\$3,673	\$3,855	\$4,047	16
17	\$19.38	\$20.37	\$21.39	\$22.46	\$23.60	17
17	\$3,359	\$3,531	\$3,708	\$3,893	\$4,091	17

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RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
18	\$19.60	\$20.58	\$21.61	\$22.68	\$23.82	18
18	\$3,397	\$3,567	\$3,746	\$3,931	\$4,129	18
19	\$19.77	\$20.77	\$21.83	\$22.93	\$24.06	19
19	\$3,427	\$3,600	\$3,784	\$3,975	\$4,170	19
20	\$19.98	\$20.98	\$22.03	\$23.14	\$24.28	20
20	\$3,463	\$3,637	\$3,819	\$4,011	\$4,209	20
21	\$20.19	\$21.21	\$22.26	\$23.37	\$24.54	21
21	\$3,500	\$3,676	\$3,858	\$4,051	\$4,254	21
22	\$20.38	\$21.41	\$22.49	\$23.62	\$24.78	22
22	\$3,533	\$3,711	\$3,898	\$4,094	\$4,295	22
23	\$20.59	\$21.62	\$22.70	\$23.84	\$25.02	23
23	\$3,569	\$3,748	\$3,935	\$4,132	\$4,337	23
24	\$20.79	\$21.85	\$22.94	\$24.08	\$25.28	24
24	\$3,604	\$3,787	\$3,976	\$4,174	\$4,382	24
25	\$20.99	\$22.06	\$23.15	\$24.29	\$25.53	25
25	\$3,638	\$3,824	\$4,013	\$4,210	\$4,425	25
26	\$21.23	\$22.27	\$23.38	\$24.55	\$25.80	26
26	\$3,680	\$3,860	\$4,053	\$4,255	\$4,472	26
27	\$21.42	\$22.51	\$23.63	\$24.81	\$26.06	27
27	\$3,713	\$3,902	\$4,096	\$4,300	\$4,517	27
28	\$21.65	\$22.74	\$23.87	\$25.06	\$26.30	28
28	\$3,753	\$3,942	\$4,138	\$4,344	\$4,559	28
29	\$21.85	\$22.95	\$24.10	\$25.29	\$26.58	29
29	\$3,787	\$3,978	\$4,177	\$4,384	\$4,607	29
30	\$22.08	\$23.19	\$24.31	\$25.56	\$26.83	30
30	\$3,827	\$4,020	\$4,214	\$4,430	\$4,651	30
31	\$22.30	\$23.40	\$24.58	\$25.82	\$27.10	31
31	\$3,865	\$4,056	\$4,261	\$4,476	\$4,697	31
32	\$22.52	\$23.65	\$24.82	\$26.08	\$27.38	32
32	\$3,904	\$4,099	\$4,302	\$4,521	\$4,746	32
33	\$22.77	\$23.88	\$25.07	\$26.31	\$27.65	33
33	\$3,947	\$4,139	\$4,346	\$4,560	\$4,793	33
34	\$22.97	\$24.12	\$25.34	\$26.61	\$27.93	34
34	\$3,982	\$4,181	\$4,392	\$4,612	\$4,841	34

APPENDIX I
CLASSIFIED EMPLOYEES SALARY SCHEDULE
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RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
35	\$23.21	\$24.34	\$25.60	\$26.88	\$28.19	35
35	\$4,023	\$4,219	\$4,437	\$4,659	\$4,886	35
36	\$23.42	\$24.61	\$25.83	\$27.13	\$28.50	36
36	\$4,060	\$4,266	\$4,477	\$4,703	\$4,940	36
37	\$23.68	\$24.85	\$26.10	\$27.41	\$28.77	37
37	\$4,105	\$4,307	\$4,524	\$4,751	\$4,987	37
38	\$23.91	\$25.11	\$26.35	\$27.70	\$29.06	38
38	\$4,144	\$4,352	\$4,567	\$4,801	\$5,037	38
39	\$24.13	\$25.35	\$26.62	\$27.95	\$29.37	39
39	\$4,183	\$4,394	\$4,614	\$4,845	\$5,091	39
40	\$24.38	\$25.63	\$26.91	\$28.23	\$29.64	40
40	\$4,226	\$4,443	\$4,664	\$4,893	\$5,138	40
41	\$24.62	\$25.85	\$27.15	\$28.51	\$29.92	41
41	\$4,268	\$4,481	\$4,706	\$4,942	\$5,186	41
42	\$24.89	\$26.12	\$27.44	\$28.79	\$30.26	42
42	\$4,314	\$4,528	\$4,756	\$4,990	\$5,245	42
43	\$25.12	\$26.38	\$27.71	\$29.08	\$30.56	43
43	\$4,354	\$4,573	\$4,803	\$5,041	\$5,297	43
44	\$25.37	\$26.65	\$27.97	\$29.40	\$30.83	44
44	\$4,398	\$4,619	\$4,848	\$5,096	\$5,344	44
45	\$25.64	\$26.92	\$28.26	\$29.68	\$31.15	45
45	\$4,444	\$4,666	\$4,898	\$5,145	\$5,399	45
46	\$25.89	\$27.17	\$28.55	\$29.96	\$31.47	46
46	\$4,488	\$4,710	\$4,949	\$5,193	\$5,455	46
47	\$26.15	\$27.45	\$28.81	\$30.29	\$31.80	47
47	\$4,533	\$4,758	\$4,994	\$5,250	\$5,512	47
48	\$26.40	\$27.73	\$29.11	\$30.57	\$32.09	48
48	\$4,576	\$4,807	\$5,046	\$5,299	\$5,562	48
49	\$26.67	\$28.00	\$29.43	\$30.85	\$32.42	49
49	\$4,623	\$4,853	\$5,101	\$5,347	\$5,620	49
50	\$26.94	\$28.30	\$29.70	\$31.19	\$32.75	50
50	\$4,670	\$4,905	\$5,148	\$5,406	\$5,677	50
51	\$27.19	\$28.57	\$30.00	\$31.51	\$33.08	51
51	\$4,713	\$4,952	\$5,200	\$5,462	\$5,734	51

APPENDIX I
CLASSIFIED EMPLOYEES SALARY SCHEDULE
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RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
52	\$27.47	\$28.84	\$30.31	\$31.82	\$33.40	52
52	\$4,762	\$4,999	\$5,254	\$5,516	\$5,789	52
53	\$27.75	\$29.14	\$30.60	\$32.14	\$33.73	53
53	\$4,810	\$5,051	\$5,304	\$5,571	\$5,847	53
54	\$28.03	\$29.45	\$30.91	\$32.46	\$34.08	54
54	\$4,859	\$5,105	\$5,358	\$5,626	\$5,907	54
55	\$28.33	\$29.73	\$31.21	\$32.77	\$34.41	55
55	\$4,911	\$5,153	\$5,410	\$5,680	\$5,964	55
56	\$28.61	\$30.02	\$31.53	\$33.12	\$34.77	56
56	\$4,959	\$5,204	\$5,465	\$5,741	\$6,027	56
57	\$28.88	\$30.33	\$31.84	\$33.45	\$35.11	57
57	\$5,006	\$5,257	\$5,519	\$5,798	\$6,086	57
58	\$29.17	\$30.64	\$32.16	\$33.79	\$35.47	58
58	\$5,056	\$5,311	\$5,574	\$5,857	\$6,148	58
59	\$29.47	\$30.93	\$32.48	\$34.10	\$35.83	59
59	\$5,108	\$5,361	\$5,630	\$5,911	\$6,211	59
60	\$29.76	\$31.25	\$32.80	\$34.44	\$36.17	60
60	\$5,158	\$5,417	\$5,685	\$5,970	\$6,270	60
61	\$30.05	\$31.57	\$33.14	\$34.82	\$36.53	61
61	\$5,209	\$5,472	\$5,744	\$6,036	\$6,332	61
62	\$30.35	\$31.88	\$33.47	\$35.16	\$36.89	62
62	\$5,261	\$5,526	\$5,802	\$6,094	\$6,394	62
63	\$30.67	\$32.19	\$33.81	\$35.50	\$37.26	63
63	\$5,316	\$5,580	\$5,860	\$6,153	\$6,458	63
64	\$30.98	\$32.52	\$34.14	\$35.85	\$37.65	64
64	\$5,370	\$5,637	\$5,918	\$6,214	\$6,526	64
65	\$31.26	\$32.83	\$34.48	\$36.20	\$38.01	65
65	\$5,418	\$5,691	\$5,977	\$6,275	\$6,589	65
66	\$31.59	\$33.17	\$34.83	\$36.56	\$38.38	66
66	\$5,476	\$5,750	\$6,037	\$6,337	\$6,653	66
67	\$31.89	\$33.51	\$35.18	\$36.93	\$38.79	67
67	\$5,528	\$5,808	\$6,098	\$6,401	\$6,724	67
68	\$32.23	\$33.84	\$35.52	\$37.29	\$39.19	68
68	\$5,587	\$5,866	\$6,157	\$6,464	\$6,793	68

APPENDIX I
CLASSIFIED EMPLOYEES SALARY SCHEDULE
REFLECTS 2.5% INCREASE; EFF. JULY 1, 2022

RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
69	\$32.55	\$34.18	\$35.91	\$37.68	\$39.55	69
69	\$5,642	\$5,925	\$6,224	\$6,531	\$6,855	69
70	\$32.85	\$34.50	\$36.24	\$38.04	\$39.94	70
70	\$5,694	\$5,980	\$6,282	\$6,594	\$6,923	70
71	\$33.19	\$34.87	\$36.58	\$38.43	\$40.36	71
71	\$5,753	\$6,044	\$6,341	\$6,661	\$6,996	71
72	\$33.53	\$35.20	\$36.97	\$38.82	\$40.75	72
72	\$5,812	\$6,101	\$6,408	\$6,729	\$7,063	72
73	\$33.87	\$35.54	\$37.31	\$39.21	\$41.17	73
73	\$5,871	\$6,160	\$6,467	\$6,797	\$7,136	73
74	\$34.20	\$35.93	\$37.70	\$39.61	\$41.59	74
74	\$5,928	\$6,228	\$6,535	\$6,866	\$7,209	74
75	\$34.54	\$36.27	\$38.10	\$39.98	\$41.99	75
75	\$5,987	\$6,287	\$6,604	\$6,930	\$7,278	75
76	\$34.90	\$36.64	\$38.45	\$40.40	\$42.41	76
76	\$6,049	\$6,351	\$6,665	\$7,003	\$7,351	76
77	\$35.24	\$37.01	\$38.86	\$40.81	\$42.85	77
77	\$6,108	\$6,415	\$6,736	\$7,074	\$7,427	77
78	\$35.59	\$37.36	\$39.26	\$41.22	\$43.28	78
78	\$6,169	\$6,476	\$6,805	\$7,145	\$7,502	78
79	\$35.95	\$37.75	\$39.63	\$41.63	\$43.71	79
79	\$6,231	\$6,543	\$6,869	\$7,216	\$7,577	79
80	\$36.30	\$38.13	\$40.04	\$42.04	\$44.14	80
80	\$6,292	\$6,609	\$6,940	\$7,287	\$7,651	80
81	\$36.66	\$38.51	\$40.43	\$42.47	\$44.58	81
81	\$6,354	\$6,675	\$7,008	\$7,362	\$7,727	81
82	\$37.06	\$38.88	\$40.84	\$42.88	\$45.03	82
82	\$6,424	\$6,739	\$7,079	\$7,433	\$7,805	82
83	\$37.40	\$39.28	\$41.24	\$43.33	\$45.46	83
83	\$6,483	\$6,809	\$7,148	\$7,511	\$7,880	83
84	\$37.77	\$39.67	\$41.66	\$43.75	\$45.94	84
84	\$6,547	\$6,876	\$7,221	\$7,583	\$7,963	84
85	\$38.16	\$40.08	\$42.07	\$44.19	\$46.38	85
85	\$6,615	\$6,947	\$7,292	\$7,660	\$8,039	85

APPENDIX I
CLASSIFIED EMPLOYEES SALARY SCHEDULE
REFLECTS 2.5% INCREASE; EFF. JULY 1, 2022

RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
86	\$38.54	\$40.50	\$42.51	\$44.62	\$46.86	86
86	\$6,680	\$7,020	\$7,369	\$7,734	\$8,123	86
87	\$38.94	\$40.89	\$42.93	\$45.06	\$47.31	87
87	\$6,750	\$7,088	\$7,441	\$7,811	\$8,201	87
88	\$39.31	\$41.29	\$43.36	\$45.53	\$47.79	88
88	\$6,814	\$7,157	\$7,516	\$7,892	\$8,284	88
89	\$39.69	\$41.68	\$43.77	\$45.97	\$48.28	89
89	\$6,880	\$7,225	\$7,587	\$7,968	\$8,369	89
90	\$40.11	\$42.09	\$44.22	\$46.41	\$48.75	90
90	\$6,953	\$7,296	\$7,665	\$8,045	\$8,450	90
91	\$40.52	\$42.55	\$44.66	\$46.90	\$49.24	91
91	\$7,024	\$7,375	\$7,741	\$8,129	\$8,535	91
92	\$40.92	\$42.96	\$45.10	\$47.34	\$49.73	92
92	\$7,093	\$7,447	\$7,817	\$8,206	\$8,620	92
93	\$41.32	\$43.39	\$45.55	\$47.85	\$50.23	93
93	\$7,162	\$7,521	\$7,895	\$8,294	\$8,707	93
94	\$41.72	\$43.82	\$46.00	\$48.31	\$50.74	94
94	\$7,232	\$7,596	\$7,973	\$8,374	\$8,795	94
95	\$42.14	\$44.25	\$46.45	\$48.80	\$51.22	95
95	\$7,304	\$7,670	\$8,051	\$8,459	\$8,878	95
96	\$42.58	\$44.71	\$46.97	\$49.27	\$51.75	96
96	\$7,381	\$7,750	\$8,142	\$8,540	\$8,970	96
97	\$42.98	\$45.13	\$47.41	\$49.78	\$52.26	97
97	\$7,450	\$7,823	\$8,218	\$8,629	\$9,059	97
98	\$43.42	\$45.58	\$47.89	\$50.27	\$52.78	98
98	\$7,526	\$7,901	\$8,301	\$8,714	\$9,149	98
99	\$43.85	\$46.05	\$48.35	\$50.77	\$53.32	99
99	\$7,601	\$7,982	\$8,381	\$8,800	\$9,242	99
100	\$44.30	\$46.50	\$48.84	\$51.29	\$53.85	100
100	\$7,679	\$8,060	\$8,466	\$8,890	\$9,334	100

Classification of Classified Employees

CLERICAL/FISCAL

Account Clerk - Child Nutrition Services
 Accounting Technician II - Purchasing
 Accounting Technician II -
 Payables/Receivables
 Attendance Clerk
 Bilingual Services Provider
 Employee Benefits Technician
 Human Resources Technician
 Payroll Technician III
 Receptionist/Administrative Clerk
 Secretary
 School Secretary
 Special Education Secretarial Specialist

CHILD NUTRITION

Cafeteria Cook/Manager
 Cafeteria Worker I

COMMUNITY SERVICES

Lead Child Care Associate
 Child Care Associate
 Student and Community Svs. Liaison

INSTRUCTIONAL

Early Learning Educator
 Early Learning Instructional Assistant
 Instructional Assistant I
 Instructional Assistant I-Physical Education
 Instructional Assistant II - Bilingual
 Instructional Assistant II - Special Education
 Instructional Assistant III- Special Education
 (Moderate/Severe)
 Library Media Clerk
 Special Needs Assistant - Itinerant

MAINTENANCE/OPERATIONS

Custodian I
 Custodian II
 Grounds Maintenance Worker
 Maintenance Worker II
 Warehouse Clerk
 Warehouse Clerk - Food Services
 Utility Worker (short term)

TRANSPORTATION

Bus Driver
 Mechanic I
 Mechanic II

TECHNICAL

Media Print Technician
 Network Services Specialist
 Technology Specialist I

STUDENT SUPPORT SERVICES

Behavioral Guidance Specialist
 Certified Occupational Therapy Assistant
 Health Clerk
 Instructional Assistant - Behavioral
 Support
 Occupational Therapist
 Playground Supervisor

**NO INCUMBENTS / Pay Step
(if known)**

Account Clerk - Fiscal Service /37
 Account Clerk II Fiscal Services / 41
 Administrative Clerk I /23
 Cafeteria Worker II / 12
 Computer Tech I / 30
 Computer Tech II / 52
 Computer Tech III / 57
 District Liaison - Child Care / 31
 Family Services Specialist / 37
 Grounds Foreman
 Instructional Assistant I Toddler / 10
 Instructional Assistant I -Computer Lab / 10
 Lead Grounds Maintenance Worker / 41
 Lead Maintenance Worker I 60
 Maintenance Worker Assistant I / 12
 Maintenance Worker I / 37
 Media Print Assistant / 17
 Parent Educator – Bilingual / 10
 Payroll Account Clerk I / 41
 Payroll Technician / 43
 Project Assistant / 32
 Secretary - Healthy Start
 Secretary - Maintenance & Operations / 37
 Secretary -Student Prog. Staff Dev / 37
 Typist Clerk I / 17
 Typist Clerk I-Food Services /17
 Typist Clerk I- Healthy Start I /17
 Typist Clerk II
 Typist Clerk II - Food Services
 Typist Clerk II - Title 7
 Typist Clerk III - Child Nutrition / 25
 Typist Clerk III / 25

**BUENA PARK SCHOOL DISTRICT
CUSTODIAL (12 MTH), MAINTENANCE, BUS DRIVER (12 MTH), MECHANIC,
DISTRICT SECRETARIES**

First Day of Service	Friday	Jul. 01, 22
HOLIDAYS		
Independence Day	Monday	Jul. 04, 22
Labor Day	Monday	Sep. 05, 22
Veteran's Day	Friday	Nov. 11, 22
Thanksgiving Holiday	Thursday	Nov. 24, 22
Thanksgiving Recess	Friday	Nov. 25, 22
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
New Year's Eve Holiday	Friday	Dec. 30, 22
New Year's Day Holiday	Monday	Jan. 02, 23
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 13, 23
Washington Day	Monday	Feb. 20, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day Holiday	Monday	May 29, 23
Last Duty Day	Friday	Jun. 30, 23

CALENDAR MONTHS

DAYS OF DUTY		PAID HOLIDAYS	
July	20	July 4	1
August	23	August	0
September	21	September 5	1
October	21	October	0
November	19	November 11, 24, 25	3
December	19	December 23, 26, 30	3
January	20	January 2, 17	2
February	18	February 13, 20	2
March	22	March 24	1
April	20	April	0
May	22	May 29	1
June	22	June	0
TOTALS	247		14

****Two floating holidays**

Employees working on holidays will be paid in accordance with Article 11.4-Overtime

**BUENA PARK SCHOOL DISTRICT
 TYPIST CLERK III (6 HRS) - CHILD NUTRITION SERVICES**

First Day of Service	Tuesday	Jul. 20, 22
School Opens	Tuesday	Aug. 16, 22
HOLIDAYS		
Labor Day	Monday	Sep. 05, 22
Veteran's Day	Friday	Nov. 11, 22
Thanksgiving Holiday	Thursday	Nov. 24, 22
Thanksgiving Recess	Friday	Nov. 25, 22
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
New Year's Eve Holiday	Friday	Dec. 30, 22
New Year's Day Holiday	Monday	Jan. 02, 23
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 13, 23
Washington Day	Monday	Feb. 20, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day Holiday	Monday	May 29, 23
Last Day of School	Friday	Jun. 02, 23
Last Duty Day	Friday	Jun. 02, 23

CALENDAR MONTHS

DAYS OF DUTY		PAID HOLIDAYS	
July	9	July	0
August	23	August	0
September	21	September 5	1
October	21	October	0
November	19	November 11, 24, 25	3
December	19	December 23, 26, 30	3
January	20	January 2, 17	2
February	18	February 13, 20	2
March	22	March 24	1
April	20	April	0
May	22	May 29	1
June	2	June	0
TOTALS	216		13

****Two floating holidays**

Employees working on holidays will be paid in accordance with Article 11.4-Overtime

**BUENA PARK SCHOOL DISTRICT
SCHOOL SECRETARIES, ATTENDANCE CLERKS, TECHNOLOGY SPECIALISTS,
TYPIST CLERK (8 HRS), LIBRARY CLERKS (6 HRS OR MORE)**

First Day of Service	Thursday	Jul. 28, 22
School Opens	Tuesday	Aug. 16, 22
HOLIDAYS		
Labor Day	Monday	Sep. 05, 22
Parent-Teacher Conferences (Work Day)	Thursday	Oct. 06, 22
Parent-Teacher Conferences (Work Day)	Friday	Oct. 07, 22
Veteran's Day	Friday	Nov. 11, 22
Non-School Day (Staff Development)	Monday	Nov. 21, 22
Non-School/Non-Paid Day	Tuesday	Nov. 22, 22
Non-School/Non-Paid Day	Wednesday	Nov. 23, 22
Thanksgiving Holiday	Thursday	Nov. 24, 22
Thanksgiving Recess	Friday	Nov. 25, 22
Winter Recess	Friday, December 23, 2022 through Friday, January 06, 2023	
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
Non-School/Non-Paid Day	Tuesday	Dec. 27, 22
Non-School/Non-Paid Day	Wednesday	Dec. 28, 22
Non-School/Non-Paid Day	Thursday	Dec. 29, 22
New Year's Eve Holiday	Friday	Dec. 30, 22
New Year's Day Holiday	Monday	Jan. 02, 22
Non-School/Non-Paid Day	Tuesday	Jan. 03, 22
Non-School/Non-Paid Day	Wednesday	Jan. 04, 22
Non-School/Non-Paid Day	Thursday	Jan. 05, 22
Non-School/Non-Paid Day	Friday	Jan. 06, 22
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 13, 23
Washington Day	Monday	Feb. 20, 23
Spring Recess	Monday, March 20, 2023 through Friday, March 24, 2024	
Non-School/Non-Paid Day	Monday	Mar. 20, 23
Non-School/Non-Paid Day	Tuesday	Mar. 21, 23
Non-School/Non-Paid Day	Wednesday	Mar. 22, 23
Non-School/Non-Paid Day	Thursday	Mar. 23, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day Holiday	Monday	May 29, 23
Last Day of School	Friday	Jun. 02, 23
Last Duty Day	Friday	Jun. 09, 23

CALENDAR MONTHS

DAYS OF DUTY		PAID HOLIDAYS	
July	2	July	0
August	23	August	0
September	21	September 5	1
October	21	October	0
November	17	November 11, 24, 25	3
December	16	December 23, 26, 30	3
January	16	January 2, 17	2
February	18	February 13, 20	2
March	18	March 24	1
April	20	April	0
May	22	May 29	1
June	7	June	0
TOTALS	201		13

****Two floating holidays**

Calendar Days: Employees working on holidays will be paid in accordance with Article 11.4-Overtime

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APPENDIX III
BUENA PARK SCHOOL DISTRICT
TYPIST CLERKS I and III (LESS THAN 8 HRS)

First Day of Service	Monday	Aug. 08, 22
School Opens	Tuesday	Aug. 16, 22
HOLIDAYS		
Labor Day	Monday	Sep. 05, 22
Parent-Teacher Conferences (Work Day)	Thursday	Oct. 06, 22
Parent-Teacher Conferences (Work Day)	Friday	Oct. 07, 22
Veteran's Day	Friday	Nov. 11, 22
Non-School Day (Staff Development)	Monday	Nov. 21, 22
Non-School/Non-Paid Day	Tuesday	Nov. 24, 22
Non-School/Non-Paid Day	Wednesday	Nov. 25, 22
Thanksgiving Holiday	Thursday	Nov. 26, 22
Thanksgiving Recess	Friday	Nov. 27, 22
Winter Recess Friday, December 23, 2022 through January 6, 2023		
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
Non-School/Non-Paid Day	Tuesday	Dec. 27, 22
Non-School/Non-Paid Day	Wednesday	Dec. 28, 22
Christmas Eve Holiday	Thursday	Dec. 29, 22
New Year's Eve Holiday	Friday	Dec. 30, 22
New Year's Day Holiday	Monday	Jan. 02, 23
Non-School/Non-Paid Day	Tuesday	Jan. 03, 23
Non-School/Non-Paid Day	Wednesday	Jan. 04, 23
Non-School/Non-Paid Day	Thursday	Jan. 05, 23
Non-School/Non-Paid Day	Friday	Jan. 06, 23
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 13, 23
Washington Day	Monday	Feb. 20, 23
Spring Recess Monday, March 20, 2023 through Friday, March 24, 2023		
Non-School/Non-Paid Day	Monday	Mar. 20, 23
Non-School/Non-Paid Day	Tuesday	Mar. 21, 23
Non-School/Non-Paid Day	Wednesday	Mar. 22, 23
Non-School/Non-Paid Day	Thursday	Mar. 23, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day Holiday	Monday	May 29, 23
Last Day of School	Friday	Jun. 02, 23
Last Duty Day	Thursday	Jun. 08, 23

DAYS OF DUTY		PAID HOLIDAYS	
July	0	July	0
August	18	August	0
September	21	September 5	1
October	21	October	0
November	16	November 11, 24, 25	3
December	16	December 23, 26, 30	3
January	16	January 2, 17	2
February	18	February 13, 20	2
March	18	March 24	1
April	20	April	0
May	22	May 29	1
June	6	June	0
TOTALS	192		13

****Two floating holidays**

Employees working on holidays will be paid in accordance with Article 11.4-Overtime

**APPENDIX III
BUENA PARK SCHOOL DISTRICT
HEALTH CLERKS**

First Day of Service	Wednesday	Aug. 10, 22
School Opens	Tuesday	Aug. 16, 22
HOLIDAYS		
Labor Day	Monday	Sep. 05, 22
Parent-Teacher Conferences (Work Day)	Thursday	Oct. 06, 22
Parent-Teacher Conferences (Work Day)	Friday	Oct. 07, 22
Veteran's Day	Friday	Nov. 11, 22
Non-School Day (Staff Development)	Monday	Nov. 21, 22
Non-School/Non-Paid Day	Tuesday	Nov. 22, 22
Non-School/Non-Paid Day	Wednesday	Nov. 23, 22
Thanksgiving Holiday	Thursday	Nov. 24, 22
Thanksgiving Recess	Friday	Nov. 25, 22
Winter Recess	Friday, December 23, 2022 through Friday, January 6, 2023	
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
Non-School/Non-Paid Day	Tuesday	Dec. 27, 22
Non-School/Non-Paid Day	Wednesday	Dec. 28, 22
Non-School/Non-Paid Day	Thursday	Dec. 29, 22
New Year's Eve Holiday	Friday	Dec. 30, 22
New Year's Day Holiday	Monday	Jan. 02, 23
Non-School/Non-Paid Day	Tuesday	Jan. 03, 23
Non-School/Non-Paid Day	Wednesday	Jan. 04, 23
Non-School/Non-Paid Day	Thursday	Jan. 05, 23
Non-School/Non-Paid Day	Friday	Jan. 06, 23
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 13, 23
Washington Day	Monday	Feb. 20, 23
Spring Recess	Monday, March 20, 2023 through Friday, March 24, 2023	
Non-School/Non-Paid Day	Monday	Mar. 20, 23
Non-School/Non-Paid Day	Tuesday	Mar. 21, 23
Non-School/Non-Paid Day	Wednesday	Mar. 22, 23
Non-School/Non-Paid Day	Thursday	Mar. 23, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day Holiday	Monday	May 29, 23
Last Day of School	Friday	Jun. 02, 23
Last Duty Day	Friday	Jun. 02, 23

CALENDAR MONTHS

DAYS OF DUTY		PAID HOLIDAYS	
July	0	July	0
August	16	August	0
September	21	September 5	1
October	21	October	0
November	17	November 11, 24, 25	3
December	16	December 23, 26, 30	3
January	16	January 2, 17	2
February	18	February 13, 20	2
March	18	March 24	1
April	20	April	0
May	22	May 29	1
June	2	June	0
TOTALS	187		13

****Two floating holidays**

Employees working on holidays will be paid in accordance with Article 11.4-Overtime

**APPENDIX III
BUENA PARK SCHOOL DISTRICT
CHILD NUTRITION EMPLOYEES**

First Day of Service	Wednesday	Aug. 10, 22
School Opens	Tuesday	Aug. 16, 22
HOLIDAYS		
Labor Day	Monday	Sep. 05, 22
Non-School/Non-Paid Day	Thursday	Oct. 06, 22
Non-School/Non-Paid Day	Friday	Oct. 07, 22
Veteran's Day	Friday	Nov. 11, 22
Non-School/Non-Paid Day	Monday	Nov. 21, 22
Non-School/Non-Paid Day	Tuesday	Nov. 22, 22
Non-School/Non-Paid Day	Wednesday	Nov. 23, 22
Thanksgiving Holiday	Thursday	Nov. 24, 22
Thanksgiving Recess	Friday	Nov. 25, 22
Winter Recess Friday, December 23, 2022 through Friday, January 6, 2023		
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
Non-School/Non-Paid Day	Tuesday	Dec. 27, 22
Non-School/Non-Paid Day	Wednesday	Dec. 28, 22
Non-School/Non-Paid Day	Thursday	Dec. 29, 22
New Year's Eve Holiday	Friday	Dec. 30, 22
New Year's Day Holiday	Monday	Jan. 02, 23
Non-School/Non-Paid Day	Tuesday	Jan. 03, 23
Non-School/Non-Paid Day	Wednesday	Jan. 04, 23
Non-School/Non-Paid Day	Thursday	Jan. 05, 23
Non-School/Non-Paid Day	Friday	Jan. 06, 23
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 23, 23
Washington Day	Monday	Feb. 20, 23
Spring Recess Monday, March 20, 2023 through Friday, March 24, 2023		
Non-School/Non-Paid Day	Monday	Mar. 20, 23
Non-School/Non-Paid Day	Tuesday	Mar. 21, 23
Non-School/Non-Paid Day	Wednesday	Mar. 22, 23
Non-School/Non-Paid Day	Thursday	Mar. 23, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day Holiday	Monday	May 29, 23
Last Day of School	Friday	Jun. 02, 23
Last Duty Day	Monday	Jun. 05, 23

CALENDAR MONTHS

DAYS OF DUTY		PAID HOLIDAYS	
July	0	July	0
August	16	August	0
September	21	September 5	1
October	19	October	0
November	16	November 11, 24, 25	3
December	16	December 23, 26, 30	3
January	16	January 02, 16	2
February	18	February 13, 20	2
March	18	March 24	1
April	20	April	0
May	22	May 29	1
June	3	June	0
TOTALS	185		13

****Two floating holidays**

Employees working on holidays will be paid in accordance with Article 11.4-Overtime

**APPENDIX III
BUENA PARK SCHOOL DISTRICT
BUS DRIVERS**

First Day of Service	Friday	Aug. 12, 22
School Opens	Tuesday	Aug. 16, 22
HOLIDAYS		
Labor Day	Monday	Sep. 05, 22
Non-School/Non-Paid Day	Thursday	Oct. 06, 22
Non-School/Non-Paid Day	Friday	Oct. 07, 22
Veteran's Day	Friday	Nov. 11, 22
Non-School Day (Duty Day)	Monday	Nov. 21, 22
Non-School Day (Duty Day)	Tuesday	Nov. 22, 22
Non-School/Non-Paid Day	Wednesday	Nov. 23, 22
Thanksgiving Holiday	Thursday	Nov. 24, 22
Thanksgiving Recess	Friday	Nov. 25, 22
Winter Recess Friday, December 23, 2022 through Friday, January 6, 2023		
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
Non-School/Non-Paid Day	Tuesday	Dec. 27, 22
Non-School/Non-Paid Day	Wednesday	Dec. 28, 22
Non-School/Non-Paid Day	Thursday	Dec. 29, 22
New Year's Eve Holiday	Friday	Dec. 30, 22
New Year's Day Holiday	Monday	Jan. 02, 23
Non-School/Non-Paid Day	Tuesday	Jan. 03, 23
Non-School/Non-Paid Day	Wednesday	Jan. 04, 23
Non-School/Non-Paid Day	Thursday	Jan. 05, 23
Non-School/Non-Paid Day	Friday	Jan. 06, 23
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 23, 23
Washington Day	Monday	Feb. 20, 23
Spring Recess Monday, March 20, 2023 through Friday, March 24, 2023		
Non-School/Non-Paid Day	Monday	Mar. 20, 23
Non-School/Non-Paid Day	Tuesday	Mar. 21, 23
Non-School/Non-Paid Day	Wednesday	Mar. 22, 23
Non-School/Non-Paid Day	Thursday	Mar. 23, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day	Monday	May 29, 23
Last Day of School	Friday	Jun. 02, 23
Last Duty Day	Friday	Jun. 02, 23

CALENDAR MONTHS

DAYS OF DUTY		PAID HOLIDAYS	
July	0	July	0
August	14	August	0
September	21	September 5	1
October	19	October	0
November	18	November 11, 24, 25	3
December	16	December 23, 26, 30	3
January	16	January 02, 16	2
February	18	February 13, 20	2
March	18	March 24	1
April	20	April	0
May	22	May 29	1
June	2	June	0
TOTALS	184		13

****Two floating holidays**

Employees working on holidays will be paid in accordance with Article 11.4-Overtime

BUENA PARK SCHOOL DISTRICT
INST ASST, BSP, OT, COTA, FAM SVCS SPEC, PROJ ASST AND PRE-K INSTR

First Day of Service	Monday	Aug. 15, 22
School Opens	Tuesday	Aug. 16, 22
HOLIDAYS		
Labor Day	Monday	Sep. 05, 22
Parent-Teacher Conferences (Work Day)	Thursday	Oct. 06, 22
Parent-Teacher Conferences (Work Day)	Friday	Oct. 07, 22
Veteran's Day	Friday	Nov. 11, 22
Non-School Day (Staff Development)	Monday	Nov. 21, 22
Non-School/Non-Paid Day	Tuesday	Nov. 22, 22
Non-School/Non-Paid Day	Wednesday	Nov. 23, 22
Thanksgiving Holiday	Thursday	Nov. 24, 22
Thanksgiving Recess	Friday	Nov. 25, 22
Winter Recess	Friday, December 23, 2022 through Friday, January 6, 2023	
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
Non-School/Non-Paid Day	Tuesday	Dec. 27, 22
Non-School/Non-Paid Day	Wednesday	Dec. 28, 22
Non-School/Non-Paid Day	Thursday	Dec. 29, 22
New Year's Eve Holiday	Friday	Dec. 30, 22
New Year's Day Holiday	Monday	Jan. 02, 23
Non-School/Non-Paid Day	Tuesday	Jan. 03, 23
Non-School/Non-Paid Day	Wednesday	Jan. 04, 23
Non-School/Non-Paid Day	Thursday	Jan. 05, 23
Non-School/Non-Paid Day	Friday	Jan. 06, 23
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 13, 23
Washington Day	Monday	Feb. 20, 23
Spring Recess	Monday, March 20, 2023 through Friday, March 24, 2023	
Non-School/Non-Paid Day	Monday	Mar. 20, 23
Non-School/Non-Paid Day	Tuesday	Mar. 21, 23
Non-School/Non-Paid Day	Wednesday	Mar. 22, 23
Non-School/Non-Paid Day	Thursday	Mar. 23, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day Holiday	Monday	May 29, 23
Last Day of School	Friday	Jun. 02, 23
Last Duty Day	Friday	Jun. 02, 23

CALENDAR MONTHS

DAYS OF DUTY		PAID HOLIDAYS	
July	0	July	0
August	13	August	0
September	21	September 5	1
October	21	October	0
November	17	November 11, 24, 25	3
December	16	December 23, 26, 30	3
January	16	January 02, 16	2
February	18	February 13, 20	2
March	18	March 24	1
April	20	April	0
May	22	May 29	1
June	2	June	0
TOTALS	184		13

****Two floating holidays**

Employees working on holidays will be paid in accordance with Article 11.4-Overtime

**BUENA PARK SCHOOL DISTRICT
PLAYGROUND SUPERVISORS/BREAKFAST SUPERVISORS (STAND ALONES)**

First Day of Service	Tuesday	Aug. 16, 22
School Opens	Tuesday	Aug. 16, 22
HOLIDAYS		
Labor Day	Monday	Sep. 05, 22
Non-School/Non-Paid Day	Thursday	Oct. 06, 22
Non-School/Non-Paid Day	Friday	Oct. 07, 22
Veteran's Day	Friday	Nov. 11, 22
Non-School Day (Staff Development)	Monday	Nov. 21, 22
Non-School/Non-Paid Day	Tuesday	Nov. 22, 22
Non-School/Non-Paid Day	Wednesday	Nov. 23, 22
Thanksgiving Holiday	Thursday	Nov. 24, 22
Thanksgiving Recess	Friday	Nov. 25, 22
Winter Recess	Friday, December 23, 2022 through Friday, January 6, 2023	
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
Non-School/Non-Paid Day	Tuesday	Dec. 27, 22
Non-School/Non-Paid Day	Wednesday	Dec. 28, 22
Non-School/Non-Paid Day	Thursday	Dec. 29, 22
New Year's Eve Holiday	Friday	Dec. 30, 22
New Year's Day Holiday	Monday	Jan. 02, 23
Non-School/Non-Paid Day	Tuesday	Jan. 03, 23
Non-School/Non-Paid Day	Wednesday	Jan. 04, 23
Non-School/Non-Paid Day	Thursday	Jan. 05, 23
Non-School/Non-Paid Day	Friday	Jan. 06, 23
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 13, 23
Washington Day	Monday	Feb. 20, 23
Spring Recess	Monday, March 20, 2023 through Friday, March 24, 2023	
Non-School/Non-Paid Day	Monday	Mar. 20, 23
Non-School/Non-Paid Day	Tuesday	Mar. 21, 23
Non-School/Non-Paid Day	Wednesday	Mar. 22, 23
Non-School/Non-Paid Day	Thursday	Mar. 23, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day Holiday	Monday	May 29, 23
Last Day of School	Friday	Jun. 02, 23
Last Duty Day	Friday	Jun. 02, 23

CALENDAR MONTHS

DAYS OF DUTY		NON-PAID NON-WORK DAYS	
July	0	July	0
August	12	August	0
September	21	September 5	1
October	19	October	0
November	16	November 11, 24, 25	3
December	16	December 23, 26, 30	3
January	16	January 02, 16	2
February	18	February 13, 20	2
March	18	March 24	1
April	20	April	0
May	22	May 29	1
June	2	June	0
TOTALS	180		13

APPENDIX III
BUENA PARK SCHOOL DISTRICT
CHILD CARE EMPLOYEES (12 MONTH)

First Day of Service	Friday	Jul. 01, 22
Independence Day	Monday	Jul. 04, 22
School Opens	Tuesday	Aug. 16, 22
Labor Day	Monday	Sep. 05, 22
Veteran's Day	Friday	Nov. 11, 22
Thanksgiving Holiday	Thursday	Nov. 24, 22
Thanksgiving Recess	Friday	Nov. 25, 22
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
New Year's Eve Holiday	Friday	Dec. 30, 23
New Year's Day Holiday	Monday	Jan. 06, 23
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 13, 23
Washington Day	Monday	Feb. 20, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day Holiday	Monday	May 29, 23
Last Day of School	Friday	Jun. 02, 23
Last Duty Day	Friday	Jun. 30, 23

CALENDAR MONTHS

DAYS OF DUTY		PAID HOLIDAYS	
July	20	4-Jul	1
August	23	August	0
September	21	September 5	1
October	21	October	0
November	19	November 11, 24, 25	3
December	19	December 23, 26, 30	3
January	20	January 02, 16	2
February	18	February 13, 20	2
March	22	March 24	1
April	20	April	0
May	22	May 29	1
June	22	June	0
TOTALS	247		14

****Two floating holidays**

Employees working on holidays will be paid in accordance with Article 11.4-Overtime

APPENDIX III
BUENA PARK SCHOOL DISTRICT
TYPIST CLERK III - SPECIAL EDUCATION

First Day of Service	Monday	Aug. 01, 22
School Opens	Tuesday	Aug. 16, 22
HOLIDAYS		
Labor Day	Monday	Sep. 05, 22
Parent-Teacher Conferences (Work Day)	Thursday	Oct. 06, 22
Parent-Teacher Conferences (Work Day)	Friday	Oct. 07, 22
Veteran's Day	Friday	Nov. 11, 22
Non-School Day (Staff Development)	Monday	Nov. 21, 22
Non-School/Non-Paid Day	Tuesday	Nov. 22, 22
Non-School/Non-Paid Day	Wednesday	Nov. 23, 22
Thanksgiving Holiday	Thursday	Nov. 24, 22
Thanksgiving Recess	Friday	Nov. 25, 22
Winter Recess	Friday, December 23, 2022 through Friday, January 6, 2023	
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
Non-School/Non-Paid Day	Tuesday	Dec. 27, 22
Non-School/Non-Paid Day	Wednesday	Dec. 28, 22
Non-School/Non-Paid Day	Thursday	Dec. 29, 22
New Year's Eve Holiday	Friday	Dec. 30, 22
New Year's Day Holiday	Monday	Jan. 02, 23
Non-School/Non-Paid Day	Tuesday	Jan. 03, 23
Non-School/Non-Paid Day	Wednesday	Jan. 04, 23
Non-School/Non-Paid Day	Thursday	Jan. 05, 23
Non-School/Non-Paid Day	Friday	Jan. 06, 23
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 13, 23
Washington Day	Monday	Feb. 20, 23
Spring Recess	Monday, March 20, 2023 through Friday, March 24, 2023	
Non-School/Non-Paid Day	Monday	Mar. 20, 23
Non-School/Non-Paid Day	Tuesday	Mar. 21, 23
Non-School/Non-Paid Day	Wednesday	Mar. 22, 23
Non-School/Non-Paid Day	Thursday	Mar. 23, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day Holiday	Monday	May 29, 23
Last Day of School	Friday	Jun. 02, 23
Last Duty Day	Tuesday	Jun. 06, 23

CALENDAR MONTHS

DAYS OF DUTY		PAID HOLIDAYS	
July	0	July	0
August	23	August	0
September	21	September 5	1
October	21	October	0
November	16	November 11, 24, 25	3
December	16	December 23, 26, 30	3
January	16	January 2, 17	2
February	18	February 13, 20	2
March	18	March 24	1
April	20	April	0
May	22	May 29	1
June	4	June	0
TOTALS	195		13

****Two floating holidays**

Employees working on holidays will be paid in accordance with Article 11.4-Overtime

APPENDIX III
BUENA PARK SCHOOL DISTRICT
CHILD CARE EMPLOYEES (10 MONTH)

First Day of Service	Tuesday	Aug. 16, 22
School Opens	Tuesday	Aug. 16, 22
Labor Day	Monday	Sep. 05, 22
Veteran's Day	Friday	Nov. 11, 22
Non-School Day (Staff Development)	Monday	Nov. 21, 22
Thanksgiving Holiday	Thursday	Nov. 24, 22
Thanksgiving Recess	Friday	Nov. 25, 22
Christmas Eve Holiday	Friday	Dec. 23, 22
Christmas Day Holiday	Monday	Dec. 26, 22
New Year's Eve Holiday	Friday	Dec. 30, 23
New Year's Day Holiday	Monday	Jan. 06, 23
Martin Luther King, Jr. Day	Monday	Jan. 16, 23
Lincoln Day	Monday	Feb. 13, 23
Washington Day	Monday	Feb. 20, 23
Classified Day	Friday	Mar. 24, 23
Memorial Day Holiday	Monday	May 29, 23
Last Day of School	Friday	Jun. 02, 23
Last Duty Day	Friday	Jun. 02, 23

CALENDAR MONTHS

DAYS OF DUTY		PAID HOLIDAYS	
July	0	July	0
August	12	August	0
September	21	September 5	1
October	21	October	0
November	18	November 11, 24, 25	3
December	19	December 23, 26, 30	3
January	20	January 2, 17	2
February	18	February 13, 20	2
March	22	March 24	1
April	20	April	0
May	22	May 29	1
June	2	June	0
TOTALS	195		13

****Two floating holidays**

Employees working on holidays will be paid in accordance with Article 11.4-Overtime

GRIEVANCE FORM - LEVEL 2 (CLASSIFIED)**BUENA PARK SCHOOL DISTRICT**

(Please print or type)

Employee Name: _____

Work Site: _____

Distribution

White - Superintendent

Pink - Grievant

Yellow - Supervisor

Green - CSEA

Gold - Grievant

Submission of Grievance: All portions of this section must be completed by the grievant.

Specific contract violation alleged (cite article and section): _____

Statement of grievance and specifically how contract has been violated. (Additional sheets may be attached) _____

Date of informal conference: _____

Remedy Requested: (Must be specific) _____

Signature_____
Date

Completion of this section, grievant shall retain green copy and present remaining copies to the Superintendent.

Immediate Supervisor's Response: _____

Signature_____
Date

Upon completion of this section, copies shall be distributed by the Superintendent or designee as indicated at the top of this page.

GRIEVANCE FORM -LEVEL 3 (CLASSIFIED)

BUENA PARK SCHOOL DISTRICT

(Please print or type)

Employee Name: _____

Work Site: _____

Distribution**White - Superintendent****Pink - Grievant****Yellow - Supervisor****Green - CSEA****Gold - Grievant**

Appeal to Superintendent or designee: All portions of this section must be completed by the grievant.

Copy of completed Grievance Form - Level 2, must be attached.

Article alleged to have been violated and remedy sought as stated in Level 2 form.

Reason for appeal: _____

Signature_____
Date

Completion of this section, grievant shall retain green copy and present remaining copies to the Superintendent.

Respondent's Response: _____

Signature_____
Date

Upon completion of this section, copies shall be distributed by the Superintendent or designee as indicated at the top of this page.

GRIEVANCE FORM -LEVEL 4 (CLASSIFIED)

BUENA PARK SCHOOL DISTRICT
(Please print or type)

Distribution
White - Superintendent
Pink - Grievant
Yellow - Supervisor
Green - CSEA
Gold - Grievant

Employee Name: _____

Work Site: _____

Request for Arbitration: All portions of this section must be completed by the grievant.

Copy of completed Grievance Forms - Level 2 and 3, must be attached.

I hereby request that an arbitrator be chosen to consider the grievance outlined on the attachments.

My representative is:

Signature

Date

Association Action regarding Arbitration Request: Date _____

Acceptance _____ Denial- - - - -

Reason for appeal: _____

Arbitrator's suggestions for resolution: _____

Date transmitted to Grievant and Association: - - - - -

Date received: - - - - -

Decision by the Governing Board: _____

SCHEDULED BREAKS

HOURS WORKED PER DAY	# OF PAID BREAKS PER CONTRACT	AMOUNT OF MINUTES PER BREAK	ENTITLED TO LUNCH	PAID LUNCH	HOURS SPENT ON CAMPUS
3.00	1	10	NO	NO	3.00
3.25	1	10	NO	NO	3.25
3.50	1	10	NO	NO	3.50
3.75	1	10	NO	NO	3.75
4.00	1	15	NO	NO	4.00
4.50	1	15	NO	NO	4.50
5.00	1	15	NO	NO	5.00
5.50	1	15	NO	NO	5.50
6.00	1	15	YES	NO	6.50
6.25	1	15	YES	NO	6.75
6.50	1	15	YES	NO	7.00
7.00	1	15	YES	NO	7.50
7.50	1	15	YES	NO	8.00
8.00	2	15	YES	NO	8.50

**BUENA PARK SCHOOL DISTRICT
CLASSIFIED EMPLOYEE EVALUATION**

Department or School

Name of Employee

School Year

Position

"Satisfactory" shall mean that in the judgment of the evaluator, the performance of the individual meets the standards necessary for permanent employment.

"Needs Improvement" shall be defined to mean performance in the area indicated must be improved.

"Not Acceptable" shall be defined to mean that subsequent failure to solve the indicated problem could lead to disciplinary action up to and including dismissal.

I. PERSONAL	SATISFACTORY	NEEDS IMPROVEMENT	NOT ACCEPTABLE
Appearance			
Cooperation			
Attitude toward direction			
Responsibility			
Punctuality			
Attendance			
II. JOB PERFORMANCE			
Initiative			
Skill required for position			
Quality of work			

III. COMMENTS:

For additional comments see attached () pages.

1. REASON FOR UNSATISFACTORY PERFORMANCE EVALUATION:
(Indicate specific areas of unsatisfactory performance.)

2. INDICATE SPECIFIC WAYS FOR IMPROVEMENT OF UNSATISFACTORY PERFORMANCE:

I have read this report and I understand that if I disagree with any information included, I have ten (10) work days from the date of this interview in which to submit written comments for the record before it is included in my file.

Signature of Immediate Supervisor

Signature of Employee

Date of Interview

Buena Park School District

CLASSIFIED EMPLOYEE ADJUSTMENT OF HOURS
(Article 11.2)

Employee Name: _____

Supervisor Name: _____

Employee Position: _____

Work Location: _____

Current Hours of Assignment _____

Adjusted Hours of Assignment _____

☐ The Employee ☐ The Supervisor has requested and adjustment of hours of not more than 30 minutes, in accordance with Article 11. This memorializes that the employee and supervisor met to discuss the request to adjust the current hours of assignment for the employee. The employee and supervisor agree to adjust the hours as follows:

Please mark one selection and complete as indicated:

☐ For the remainder of the school year beginning _____ to _____

☐ For a temporary change beginning: _____ to _____

Signature of Employee_____
Date_____
Signature of Supervisor_____
Date

Cc: Personnel File
Personnel Office
CSEA President

“Once during the school year, a supervisor and unit member may agree to adjust the unit member’s start time, either permanently or temporarily, by not more than 30 minutes before or after the start time that was set at the beginning of the year. The unit member and supervisor will memorialize this adjustment on a district-issued form that will be submitted to Human Resources, and a copy provided to the Chapter. The agreed upon changes will not take effect until at least five days after the agreement is reached, unless agreed to otherwise. Within the first three days of signing the form, either party may withdraw their agreement and remain on the original schedule.” Article 11, Section 11.2

MEMORANDUM OF UNDERSTANDING

between

California School Employees Association and its Buena Park Chapter #569

and

Buena Park School District

July 8, 2015

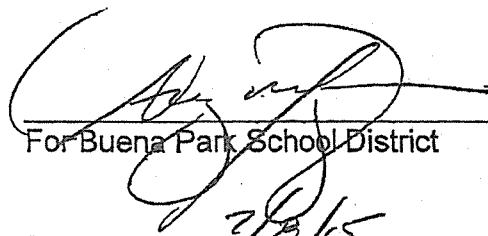
In the November/December 2014 timeframe, the District rekeyed its drive through gate keys to ensure the safety of our students, staff, and campuses. Keys were issued only to affected employees requiring gate access and for these employees, the District **requested** written acknowledgement of applicable fees to replace lost or stolen keys. This Memorandum of Understanding specifies guidelines related to these fees.

California School Employees Association (CSEA) and its Buena Park Chapter #569 and Buena Park School District agree to the attached "Drive Through Gate Key Receipt" subject to the following:

1. The District shall complete a thorough investigation to determine the employee's responsibility with respect to the lost or missing key(s).
2. The District shall provide written notice of its intent to impose a fee and include the factual basis for imposing the fee. The District shall not impose a fee of more than \$150 dollars. Investigation may result in discipline as articulated in Article 13.4, not to exceed the actual cost of replacement or rekeying of related locks.
3. The employee shall have the option of paying the fee in up to three installments.

 S.,
 Association, Buena Park Chapter # 569

Date: -7/2/15-



 For Buena Park School District
 Date: 7/8/15



 CSEA Labor Relations Representative

Date: 7/1/15

Memorandum of Understanding
 of the California School Employees Association and its
 Buena Park Chapter 569
 And
 Buena Park School District
 (AB 119)

February 22, 2018

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Buena Park School District (hereinafter "District") and the California School Employees Association and Its Buena Park Chapter 569 (hereinafter "CSEA").

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- n) The District shall modify its board meeting agenda Personnel Action Report and make it available to the CSEA Chapter President and the assigned Labor Relations Representative, to include the following information on newly hired employees;
 - i. Full Legal Name
 - ii. Date of Hire
 - iii. Classification
 - iv. Site/Department

2. EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any employee whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. (It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA bargaining unit.
- b) In addition to the provision set in Article 5.4 of the Collective Bargaining Agreement between the parties, the District shall provide CSBA with contact information on the bargaining unit new hires. The information will be provided to the CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:
 - i. First name;
 - ii. Middle initial;
 - iii. Last name;
 - iv. Suffix (e.g. Jr., III)
 - v. Job Title/Classification;
 - vi. Department;
 - vii. Primary work site name;
 - viii. Work telephone number (incl. extension);

- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. Zip code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. personal email address of the employee;
- xx. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the district.

- c) **Periodic Update of Contact Information:** In addition to the provision set in Article 5.4 of the Collective Bargaining Agreement between the parties, the District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- i. First name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title/Classification;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number (incl. extension);
- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. Zip code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. personal email address of the employee;
- xx. Hire date.

3. NEW EMPLOYEE ORIENTATION

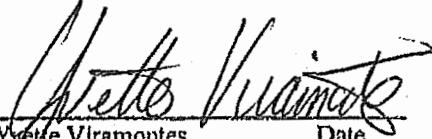
- a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.


- i. Whether the District conducts a group or individual orientation, CSEA shall have up to one (1) hour of paid release time for one (1) CSEA representative, including the Chapter President or designee, to conduct the orientation session, which will not to exceed thirty (30) minutes. The CSEA Labor Relations Representative may also attend the orientation sessions(s).
- e) CSEA shall provide the CSEA membership applications to the District for distribution. The District shall include the CSEA membership application, and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired unit members.
- d) The District maintains the right to hold its orientation sessions at a time, or times, of its choosing. Attendance at the new employee orientation shall be mandatory for each new hire.

4. DURATION OF AGREEMENT

- a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020, and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date of its desire to modify the Agreement.
 - i. It is the intent of the parties to incorporate this MOU into the Collective Bargaining Agreement as contract language at a mutually agreed upon time.
- b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

California School Employees Association
and its Buena Park Chapter 569


Yvette Viramontes Date
President

 2/22/18
Anthony Solis Date
CSEA Labor Relations Representative

Buena Park School District

 2/23/18
Greg Magnuson Date
Superintendent

Memorandum of Understanding (MOU)
Between
The California School Employees Association (CSEA)
and its Buena Park Chapter 569
and
The Buena Park School District

November 1, 2018

This Memorandum of Understanding (MOU) is entered into by and between the Buena Park School District (District) and the California School Employees Association and its Buena Park Chapter #569 (CSEA), the following MOU is regarding existing Playground Supervisors as follows:

1. Effective January 1, 2018, AB670 amended section 45103 of the California Education Code removing the exclusion of part-time Playground Supervisors positions in public district from the classified service. As a result, Playground Supervisors shall receive all rights of classified service afforded by law all rights and burdens of the Collective Bargaining Agreement (CBA).
2. Effective October 1, 2018, Playground Supervisors will be placed on (PS) step 1 of the playground supervisor salary schedule. Step advances shall occur in accordance with the CBA or any changes in state minimum wage. (Per Appendix 1B)
3. Longevity increments shall be based and become effective on Playground Supervisor's seniority date, not their original hire date, effective October 1, 2018.
4. Playground Supervisors shall accrue sick leave and vacation, effective January 1, 2018.
5. Playground Supervisors shall receive applicable holidays as identified in the CBA effective January 1, 2018.
6. Playground Supervisors shall follow the Instructional Calendar, working 180 days.
7. Hours shall be fixed and prescribed established by the District.
8. Playground Supervisors shall be offered first right of refusal to stay at their assigned site. However, the CBA Article 14 – Classified Transfer Policy provisions shall apply.
9. No Playground Supervisors will incur a reduction in pay or hours because of this MOU. However, this does not prevent the District from exercising rights under the CBA or the law.
10. Playground Supervisors hired prior to January 1, 2018, shall have a seniority date of October 1, 2018. The District shall use their original hire date for purposes of ranking.
11. Playground Supervisors that have served less than 6 months from the date of this MOU, shall complete a probationary period and be evaluated in accordance with the CBA. Playground Supervisors that have served more than 6 months from the date of this MOU shall be considered permanent and shall receive their Step 2 increase effective January 1, 2020, and annually thereafter in accordance with the CBA and practice.
12. This MOU shall be subject to the grievance procedure of the CBA.

Playground Supervisors

* All Playground supervisors begin on level 1

PS Step 1=\$12

PS Step 2=\$13

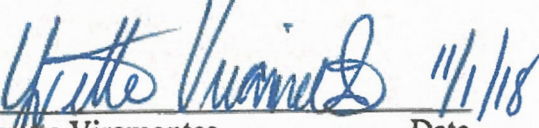
PS Step 3=\$14

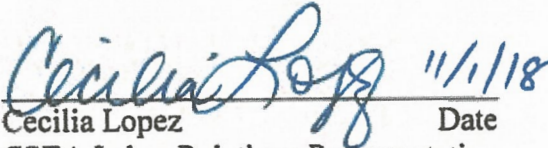
PS Step 4=\$15

PS Step 5=\$15.5

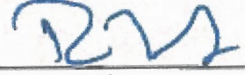
This MOU is subject to CSEA Policy 610 requirements and approval by the Governing Board of the Buena Park School District.

**For CSEA and its Buena Park
Chapter 569:**


Yvette Viramontes Date
CSEA Buena Park Chapter 569 President


Cecilia Lopez Date
CSEA Labor Relations Representative

**For the Buena Park School
District:**


Ramon Miramontes Date
Buena Park School District
Superintendent

Memorandum of Understanding (MOU)
between
Buena Park School District (District)
and the
California School Employees Association (CSEA) and its
Buena Park Chapter #569
December 2018

During the summer months the district will offer an additional assignment of Utility Worker to unit members who work less than 12-months. Utility Workers will assist in completing maintenance work between the close of the academic school year and the opening of the following school year. Utility Workers will assist with the following tasks:

Custodial	Electrical	Plumbing
Gardening/Mowing	Carpentry	Moving Furniture, etc
Irrigation	Painting	
Other maintenance areas that may be designated.		

1. The rate of pay for a Utility Worker is \$19.55 per hour.
2. A Utility Worker can be assigned to any area in the Maintenance and Operations divisions, including assisting in painting, custodial, plumbing, carpentry, irrigation, grounds, electrical, or any other assigned duty.
3. A training session will be given to successful applicants.

Current unit members are eligible to apply for the additional assignment of Utility Worker. Upon the completion of the Utility Worker application, a group selected by the Chapter President and administration, will screen applications, and select candidates for various summer utility work needed. Notification will come through the Human Resources Department of the District.

This MOU is subject to CSEA Policy 610 requirements and approval of the Governing School Board of the Buena Park School District.

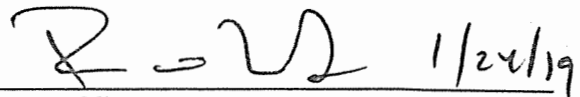
**California School
Employees Association**



Tim Moreno
CSEA Chapter President

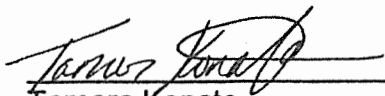
1/24/19
Date

Buena Park School District



Ramon Miramontes,
Superintendent

1/24/19
Date



Tamara Konate
Labor Relations Representative

1/24/19
Date

MEMORANDUM OF UNDERSTANDING RE RECLASSIFICATIONS**BETWEEN BUENA PARK SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS BUENA PARK CHAPTER 569 (CSEA)**

The Buena Park School District and the California School Employees Association and its Buena Park Chapter 569 (CSEA) agree to suspend Article 23 in its entirety and to enter into a Memorandum of Understanding regarding reclassifications. The Reclassification process shall be as follows:

The purpose of this Memorandum of Understanding is to establish a working procedure for the District to follow related to the reclassification of unit members' classifications where there is an accretion of higher level duties and not for an increased workload. This MOU will be in effect for two (2) years, and shall be reviewed at least once per year September 15 to clarify any procedure. The Parties may continue to renew this MOU for periods not to exceed two years, or until the Parties agree to modify and reinstate Article 23. As such, this MOU hereby supersedes Article 23 in the Parties current collective bargaining agreement, and suspends the application of Article 23 until the Parties agree to modify and/or reinstate it.

1. Reclassification of a unit member's job classification may be sought only for the accretion of higher level duties, not for workload increases.
2. A request for reclassification can be limited to reviewing only a single unit member's position or to consider reclassification of the entire class of employees. A unit member may submit a reclassification request for their job classification after attaining permanence and serving not less than three (3) years in the position. Except that:
 - a. A request for reclassification may not be submitted and will be denied without study, a reclassification study had been completed for the job classification within five (5) years of the request. (This exception shall not apply in the event the District completes a reorganization or restructuring of classified services affecting an entire classification without including a reclassification study.)
 - b. If there are three (3) or more requests for reclassification from different classes in a given year, and the Reclassification Committee recommends a delay of certain reclassification requests to prioritize others.
3. **FACTORS FOR RECLASSIFICATION:** Reclassification must be based on a gradual increase of higher level duties and responsibilities. Determinations shall be based upon the following guideline factors:
 - a. Changes in duties and responsibilities normally occurring over a period of not less than three years;
 - b. Any increase in responsibilities occurring over a period not less than two years that have been assigned by a supervisor of the employee.

4. FORM OF REQUEST

- a. A unit member shall submit a reclassification request to the Human Resources Department on a District Reclassification Request Form that must include documentation to support the request, including but not limited to the following:
 - 1) A description and evidence indicating specific higher level duties that have accreted to and are not otherwise captured in the existing job description and the frequency of such duties;
 - 2) The approximate timing and circumstances when such accreted duties began;
 - 3) Signature of acknowledgment by the unit member's supervisor that the duties of the position merit review for potential reclassification, shall not be denied for an arbitrary, capricious, or discriminatory reason.
 - 4) Signature of acknowledgement by the CSEA Chapter President or Labor Relations Representative that the position merits review for potential reclassification.
 - 5) Unit members shall submit their request electronically to the Human Resources Department via email, at HRDepartment@bpsd.us. The unit member, upon request, shall receive a receipt of submission from the Human Resources Department. If a unit member who submitted a request for receipt of submission fails to receive this notice, it is the unit member's responsibility to contact the Human Resources Department for confirmation and if necessary, resubmit the request within the submission period.

5. TIMING OF REQUESTS

- a. Requests for reclassification may be submitted to the Human Resources Department between November 1 and December 15 of each year, hereafter "the submission period."
- b. By January 30 the Human Resources Department shall inform the unit member whether or not the request for reclassification will be studied with an anticipated completion and determination by April 30. However, the unit member will be informed of any change in timelines for processing the request for reclassification if recommended by the Reclassification Committee.
- c. By April 30, the Human Resources Department will notify the unit member of the reclassification recommendation, which could include any of the following results:
 - 1) The reclassification is approved;
 - 2) The reclassification is denied;
 - 3) The reclassification is denied, but it is recommended that there be a compensation adjustment for the period of time the unit member worked out of class. Accordingly, the unit member will remain in the same classification with duties reverting back to the job description.

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- 4) The reclassification is approved in part, to allow the reclassification of the applicant, but not with respect to the entire classification of unit members.
- d. The District will submit recommendations, if any, to the Governing Board at its first meeting in June for approval of the reclassification studies to become effective July 1 of the coming school year.

6. RECLASSIFICATION COMMITTEE


- a. The Reclassification Committee shall be an advisory committee to the Human Resources Department comprised of two (2) appointees by CSEA and two (2) appointees by the District, with regard to certain aspects of the reclassification process. The parties may identify an alternate who can participate on the Committee should a representative be unavailable to meet. The Committee shall be informed of the number of reclassification requests received and shall be informed of the District's determination regarding each reclassification request. The Committee will be convened to provide a recommendation in the following events:
 - 1) Should the District receive three (3) or more reclassification requests from different job classifications in a year, the Reclassification Committee will be convened before January 20 to provide a recommendation to the Human Resources Department to prioritize the order of reclassification studies, or an alternate timeline to complete all of the studies, or to recommend that a request or requests should be deferred for the following academic year.
 - 2) If a unit member's request for reclassification is denied in whole or in part, and wishes to have the recommendation reviewed, the Reclassification Committee will be convened between May 1 and May 30, to review an appeal. The unit member may appeal be as to the whole or part of the recommendation. The Committee will review the District's information related to the specific study, may review any additional information that was not available to the unit member at the time of the study, and will consider the unit member's basis for appeal. The Committee, in its discretion, may request the presence of the unit member to provide information or clarification as may be needed. -Thereafter, the Committee will recommend to the Human Resources Department that it proceed with its original recommendation or recommend that it consider specific additional factors not previously considered before making a final recommendation to the governing Board for Action.
 - 3) If the Reclassification Committee cannot reach a determination to support or reject the reclassification recommendation, the unit member may request that CSEA submit a statement to the Superintendent regarding the recommendation within five (5) days.
7. The District retains its right to determine the classification of positions and all rights to review and/or study the duties and compensation plans for unit members at any time. Should the District elect to conduct a formal job classification study of any one or more CSEA classifications, it shall notify the CSEA Chapter President.

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This Memorandum of Understanding regarding Article 23 and Reclassifications is entered into by and between Buena Park School District And California School Employees Association and Its Buena Park Chapter 569 (CSEA) on September 30, 2019.

FOR CSEA AND ITS BUENA PARK CHAPTER 569


Tim Moreno, CSEA Chapter 569 President


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Karen Knecht-



Tamara Konate-CSEA Labor Relations Rep.

FOR BUENA PARK SCHOOL DISTRICT


Dr. Ramon Miramontes, Superintendent


Russell Harrison, Chief Personnel Officer.


Rick Holash, Assistant Superintendent.


Barbara Montelongo, Director of HR


Lori Smock, Director of Special Services

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BUENA PARK CHAPTER 569
AND
THE BUENA PARK SCHOOL DISTRICT**

September 4, 2020

This Memorandum of Understanding (MOU) is between the Buena Park School District (District) and the California School Employees Association and its Buena Park Chapter 569 (CSEA) and is pursuant to an agreement by the parties to the effects of the eliminated job positions from the July 2, 2020 Board Meeting, Resolution Number: #20-01.

The parties agree to the following:

GENERAL PROVISIONS

1. Layoff of classified bargaining unit members shall be conducted in accordance with Article 15—Layoff and Reemployment of the Collective Bargaining Agreement (CBA) and applicable laws.
2. Affected unit members shall have the opportunity to meet with an HR representative and CSEA representative to review their retirement, displacement right, vacancy, and other available options.
3. Laid-off unit members shall maintain their current level and contributions for health and welfare benefits from their date of layoff through December 31, 2020. Should a unit member secure other employment with health and welfare benefits before December 31, 2020, the unit member shall inform the District of the date when those benefits become effective within three (3) business days of beginning that employment. The District's obligation to provide these benefits will cease at the end of the day before the new employer's coverage begins or December 31, 2020, whichever comes first.
4. Full-time (6 hours or more) unit members who are laid-off or subject to voluntary reductions in hours shall be provided five (5) hours, with prior day notice, release time for the purpose of seeking alternate employment.
5. Unit members who received a notice of layoff and would have turned 55 years of age during the 2020-21 school year (by June 30, 2021) and have completed ten (10) years of service with the District shall be eligible for retirement benefits as per Article 9.7 of the CBA. Eligible unit members must submit a signed retirement or resignation emailed by September 4, 2020. The effective date of retirement will be September 5, 2020. An email on September 4, 2020 from the unit member or labor representative on the unit member's behalf, shall have the same effect as a signed notice, provided the unit member delivers a signed letter no later than Tuesday, September 8, 2020 at 10:00am.

DISPLACEMENT RIGHTS

6. All affected unit members have displacement rights as described in Article 15.2 of the CBA. They shall exercise their displacement rights into any classification which they have previously held class, providing it is equal to or lower than the current classification. Unit members may exercise displacement rights for a position where they have greater seniority regardless of the assigned shift hours. The District shall place the unit member at an appropriate range and step which is closest to their current rate of pay consistent with Article 15.2.6.
7. The District will provide CSEA (Chapter President and assigned CSEA Labor Relations Representative) the current 39-month Reemployment List for each classification, and final placement list of employees after the displacement process has been completed. The Reemployment List and placement list shall be updated, and a copy provided to CSEA upon initial completion and upon request (as needed).
8. Consistent with 14.3.7 of the CBA, displaced unit members applying for vacancies will only be expected to retake the portion of the exam that they did not previously pass within the current fiscal year or subsequent fiscal year.
9. Laid off unit members who are rehired within 39 months shall have all contractual rights and benefits (i.e. longevity, vacation, sick leave, seniority, etc.) to resume at the same status as when the employee was laid off and shall regain their salary step/column.

PERFORMANCE OF REMAINING WORK

10. The District agrees that unit members will have their workloads/tasks maintained at a reasonable level. The District agrees that unit members will not be asked to perform duties or functions which have been eliminated, where practicable as per Article 15.5.2.
11. The District and CSEA will meet periodically to discuss workload demands as a result of the layoff. The District agrees there will be no threat of disciplinary action and/or negative evaluations as a result of fewer staff employed to do the work.
12. The District agrees not to transfer work of eliminated classifications between bargaining unit classifications or outside the bargaining unit, including to certificated or management confidential, volunteers, short-term employees, and/or substitute employees.
13. This MOU shall expire when all unit members on the reemployment list per the Board of Education's July 2, 2020 Resolution #20-01 have been reemployed or if not reemployed, their placement on the reemployment list has expired.


EXTENSION OF LAYOFF FOR CERTAIN CLASSIFICATIONS

14. The District has notified a number of unit members that they have been identified for a reduction in force (layoff) effective September 4, 2020. Among the identified classifications for layoff is the Library Media Clerk, Typist Clerk, and Media Print Technician. The Parties agree that the effective date of these layoffs for the Library


Media Clerk, Typist Clerk, and Media Print Technician will be extended until October 16, 2020, provided the affected unit members agree to the following temporary change to their duties and hours:

- a. Library Media Clerks will retain eight (8) hours of work per day, but will be assigned to multiple school sites (usually 2 but not to exceed 3). The work schedule and assigned work sites is to be determined.
 - b. Library Media Clerks existing duties and responsibilities will be adjusted until October 16, 2020, to include responding to increased parent and student demand for basic technical support to access digital content. For example, first level technology support, password recovery, enrolling students into software databases, and general trouble-shooting. More complex tech issues will be referred to the District's technology department.
 - c. The District will provide additional support and training to Library Media Clerks to perform these functions, many of which they already perform. They may be required to provide such support for students from different sites, when they may be physically present at another.
 - d. Typist Clerks shall have a temporary reduction in hours to eighteen (18) hours of work per week until October 16, 2020. The work schedule and assigned work sites is to be determined.
 - e. Media Print Technician shall have a temporary reduction in hours to eighteen (18) hours per week. The work schedule shall be six (6) hours per day on Monday, Tuesday, and Thursday.
15. Unit members in these classifications who accept the extension of their assignment to October 16, 2020, in this manner, shall maintain their current level of health and welfare benefits, and contributions, through December 31, 2020. In addition, if they contemplated exercising the option to retire set forth in Paragraph 5 above, provided they give notice by no later than September 4, 2020, they may make their retirement date effective October 16, 2020.
 16. Unit members in these classifications who decline to accept the modification of duties and assigned work sites in lieu of layoff, shall be entitled to all other rights and benefits afforded to unit members who are laid off effective September 4, 2020.
 17. Between September 4, 2020 and October 16, 2020, the Parties agree to meet and discuss potential permanent changes to hours and job duties for these classifications.

For CSEA Buena Park 569:

 9/4/2020

Tim Moreno Date
President, CSEA Chapter 569

 9/4/2020

Lori Cannon Date
Vice President, CSEA Chapter 569

 9/4/2020

Karen Knecht Date
Negotiation Team Member


 9/4/2020

Tanya Moreno Date
Negotiation Team Member

 9/4/2020

Tamara Konate Date
CSEA Labor Relations Representative

For the District:

 9/4/2020

Russell Harrison Date
Chief Personnel Officer

 9/4/2020

Toni Traster Date
Personnel Services Manager