

CONTRACTUAL AGREEMENT

BETWEEN

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS
BELLEVUE CHAPTER 501

AND

BELLEVUE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES

November 1, 2022 – October 31, 2025

Ratified: June 29, 2023
Board Approved: June 27, 2023

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 RECOGNITION	2
ARTICLE 2 DEFINITION OF TERMS	5
ARTICLE 3 ORGANIZATIONAL SECURITY AND RIGHTS	7
ARTICLE 4 NON DISCRIMINATION	9
ARTICLE 5 EMPLOYEE RIGHTS	10
ARTICLE 6 DISTRICT RIGHTS	11
ARTICLE 7 UNION STEWARD	12
ARTICLE 8 HOURS OF WORK	13
ARTICLE 9 EVALUATION	16
ARTICLE 10 PROMOTION	17
ARTICLE 11 TRANSFERS	18
ARTICLE 12 VACATION AND HOLIDAYS	19
ARTICLE 13 LEAVES	21
ARTICLE 14 PAY AND ALLOWANCES	29
ARTICLE 15 HEALTH AND WELFARE	32
ARTICLE 16 PHYSICAL EXAMINATIONS	33
ARTICLE 17 SAFETY CONDITIONS OF EMPLOYMENT	34
ARTICLE 18 LAYOFF AND RE-EMPLOYMENT PROCEDURES	35
ARTICLE 19 DISCIPLINARY ACTION	37
ARTICLE 20 GRIEVANCE PROCEDURE	41
ARTICLE 21 CLASSIFICATION/RECLASSIFICATION	45
ARTICLE 22 SAVING CLAUSE	47
ARTICLE 23 CONTRACTING OUT	48
ARTICLE 24 REOPENER CLAUSE AND DURATION	49
APPENDIX A CROSS TRAINING	50
EXHIBIT A SALARY SCHEDULE	51
EXHIBIT B BENEFITS PLAN RATE SHEET	52
EXHIBIT B-1 BENEFITS CONTRIBUTION	53
EXHIBIT C EVALUATION FORM	54

PREAMBLE

This Agreement is made and entered into this day of June 29, 2023, between Bellevue Union School District, hereinafter referred to as the District, and the California School Employees Association and its Bellevue Chapter 501, or its successors, hereinafter referred to CSEA.

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations provide an equitable and peaceful procedure for the resolution of differences; and establish rated of pay and other terms and conditions of employment.

ARTICLE 1
RECOGNITION

- 1.1 All employees in the District not designated as Management, Confidential, Supervisor or Certificated shall be assigned to the Bargaining Unit. Any unresolved dispute between the District and CSEA shall be submitted to the Public Employment Relations Board for resolution.

Inclusions: The Board hereby recognizes the Association as the exclusive and sole bargaining agent for the unit of employees described below:

CURRENTLY FUNDED/STAFFED POSITIONS:

Business-Clerical-Fiscal		
Position Title	Range	Calendar
District Account Technician/Receptionist	20	12
School Office Assistant	14	11
School Office Manager	20	11
Special Education Administrative Assistant	20	12

Custodial-Grounds-Maintenance		
Position Title	Range	Calendar
Day Custodian "Plant Operations Lead"	19	12
Maintenance Technician	18	12
Groundskeeper	17	12
Night Custodian	17	12

Food Service		
Position Title	Range	Calendar
Dishwasher	5	10

Kitchen Operator	8	10
School Cook	19	11

Instruction-Student Support		
Position Title	Range	Calendar
Bilingual Instructional Assistant	6	10
Bilingual Literacy Specialist Paraprofessional	21	10
Family Engagement Facilitator	19	11
Full Inclusion Assistant	13	10
Health Care Assistant	14	10
Instructional Assistant	5	10
Literacy Specialist Paraprofessional	20	10
Nurse Assistant	14	11
Special Education Assistant	7	10
Student Supervisor	5	10

CURRENTLY FUNDED/RECOMMENDED FOR POSITION RECLASSIFICATION:

Instructional Assistant
Special Education Assistant

PREVIOUSLY FUNDED/CURRENTLY UNFILLED POSITIONS:

Account Technician
Bilingual/ESL Specialist
Child Care Assistant
Computer Lab Operator
English Learner Service Technician
ESL Instructional Assistant
Food Service Cashier
Head Child Care Center Operator

Health and Wellness Coordinator
Health Assistant I
Health Assistant II
Instructional Associate of Reading
Learning Center Resource Technician
Library Media Technician
Site Technology Technician

Newly created positions, except those that are designated Certificated, Management, Confidential, or Supervisory, shall be assigned to the bargaining unit. The determination of Management, Confidential, or Supervisory employees shall be made by the District. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA, subject to the rule of PERB.

- 1.2 Exclusivity: The Board agrees not to meet and negotiate with any classified employees association other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any classified employee individually during the term of the Agreement on matters subject to meeting and negotiating.
- 1.3 Representation Limitation: The Association agrees that neither it, nor its members or agents, will attempt to represent in any negotiations or grievances, the interest of anyone other than members of the unit, and that the interests of pupils, parents, the public, the Board, and other employees will be the sole concern of the board and/or these respective parties.
- 1.4 Pupil Interests: The Association recognizes the Board as the duly constituted representative of the education interests of the pupil, and agrees to refrain from any act which may subject the educational interests of the pupil to conflict with personal, private, professional or collective interests of any Association member, members, agent or agents.

ARTICLE 2

DEFINITION OF TERMS

- 2.1 The **“Act”** means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 Title 1 of the Government Code of the State of California.
- 2.2 **“Members of the unit”** refers to all classified employees serving in the classifications listed in paragraph 1.1 of Article I of the Agreement.
- 2.3 **“Bargaining unit seniority”** is secured by date of hire, in a class or classes included in the bargaining unit.
- 2.4 **“Bumping right”** is the right of an employee, during layoffs, to displace an employee with less seniority in a class.
- 2.5 **“A regular, full-time employee”** is defined as a member of the unit who is assigned to work eight (8) hours per day over a ten (10), eleven (11), or twelve (12) month annual work schedule.
- 2.6 **“A regular, part-time employee”** is defined as a member of the unit who is assigned to work less than the regular full-time employment schedule as defined in this Article.
- 2.7 CSEA means Bellevue Chapter 501 of the California School Employee Association and/or the California School Employee Association.
- 2.8 **“Board”** means the governing Board of the Bellevue Union School District.
- 2.9 **“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.
- 2.10 **“District”** means the Bellevue Union School District.
- 2.11 **“Exclusive representative”** refers to Chapter 501, California School Employees Association.
- 2.12 **“Classified employee”** means a regular full-time or part-time classified employee who is a member of the unit.
- 2.13 **“Superintendent”** means the Superintendent of the Bellevue Union School District or his designee.
- 2.14 **“Principal”** means the chief executive officer of one or more schools with total responsibility to manage all affairs of the school or schools, including general control and supervision of all certificated and classified employees assigned to serve in the school or schools.
- 2.15 **“Probationary period”** for all employees shall be six (6) months of satisfactory performance.

2.16 Other definitions applicable to a specific Article are included in the appropriate Article.

ARTICLE 3
ORGANIZATIONAL SECURITY AND RIGHTS

- 3.1 CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from CSEA deduct such dues and make appropriate remittance to the Association within a reasonable time thereafter.

The District shall upon appropriate written authorization deduct insurance premiums, credit union payment, saving bonds, charitable donation, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

- 3.2 Dues Deduction:

3.2.1 The District shall deduct in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement. CSEA will determine who are members in good standing. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

3.2.2 The District shall deduct dues in accordance with the dues schedule from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA.

3.2.3 It is agreed that the CSEA President is a specified CSEA Job Representative.

- 3.3 AB119:

The District shall provide the CSEA Chapter President and Labor Relations Representative notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification and site. The District shall include the CSEA membership application and packet in the new employee orientation packet.

The parties shall conduct monthly New Employee Orientation sessions. The District shall direct all classified bargaining unit members hired since the most recent orientation session to attend. The session shall not exceed sixty (60) minutes, with up to thirty (30) minutes for the District's representative and up to thirty (30) minutes for CSEA's representative. The orientation session shall take place during employment hours at a time and location mutually agreed upon by the parties. During this meeting, CSEA shall be permitted to communicate directly with newly hired employees in the bargaining unit with no non-unit member(s) present. Newly hired employees and CSEA representative shall be relieved of their work duties in order to attend the meeting. Should the District have no new classified bargaining unit hires in any given month, no orientation session need be held. The CSEA Chapter President or Designee shall receive paid release time to participate in New Employee Orientations.

Orientation sessions may include individual sessions, where a CSEA Chapter Officer meets with a newly hired employee at their worksite. Both CSEA Chapter Officer and newly hired employee will remain on paid time. This orientation shall not exceed more than one (1) hour.

On the last workday of each month, the District shall provide CSEA, via a mutually agreeable secure FTP site or service, the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

The District shall provide CSEA, via a mutually agreeable secure FTP site or service, all bargaining unit member names and contact information on the last working day of September, January and May in accordance with the AB119 agreement.

3.4 Indemnification:

CSEA shall reimburse and hold the District harmless from any and all claims, demands, and suits or any other action arising from the District's compliance with the provision of this Article.

3.5 Visits by CSEA Representatives:

The District agrees that accredited representative of CSEA shall have access to the premises of the District during normal working hours to conduct CSEA business. The conduct of CSEA business shall not interfere with the instructional program of the school.

3.6 Use of Facilities:

CSEA shall have the right to use school building, equipment, mail system, e- mail, fax, phone, and bulletin boards in accordance with EERA.

3.7 Seniority lists:

The District agrees to furnish the Association with a seniority list. The list shall be provided within thirty (30) days of a written request from the CSEA President. This shall be done annually except in case of layoff when an additional list shall be supplied.

3.8 Distribution of Contract:

Within thirty (30) days after the execution of this contract, the district shall provide a copy of this contract electronically to every employee in the bargaining unit, as well as post it online where all members have access to view the contract at all times.

3.9 Release Time:

The Chapter President or their designee shall be granted five (5) days of release time per year for conducting official CSEA business and/or to attend the annual CSEA Conference.

ARTICLE 4
NON DISCRIMINATION

- 4.1 Constitutional Rights: Neither the District nor CSEA shall discriminate against any employee in the unit on the basis of race, sex, creed, color, national origin, age, physical handicap, religion, sexual orientation, membership or non-membership in any employee organization for the lawful exercise of constitutional rights or rights under the Educational Employment Relation Act.

ARTICLE 5
EMPLOYEE RIGHTS

- 5.1 Personnel Files: The personnel file of each employee shall be maintained at the District's Central Administration Office. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. The log shall be maintained in the unit member's personnel file.
- 5.2 A CSEA representative may inspect a unit member's personnel file with the written authorization from the unit member.
 - 5.2.1 Unit members shall have the right to prepare and insert a written response to any material contained in their file. Unit members shall have ten (10) days from the date of inspection to respond.
- 5.3 By October 1st of each year, a sick leave and vacation balance will be provided to each employee.
- 5.4 All members of the bargaining unit shall have the right to representation by CSEA in any meeting with management that the employee feels might lead to discipline.
- 5.5 Hire Date: The date at which the unit member signs the contract for employment. The hire date shall be on or before the first day of paid employment.
- 5.6 Seniority Date: The seniority date for purposes of determining probationary to permanent status is defined as the first day of paid service in the classification. Seniority date for purposes of layoff is defined as the first day of paid service in the classification plus higher classes.
- 5.7 Substitutes and Backfill (Short-term coverage): The District will make every attempt to recruit and train substitutes for positions that are deemed critical to district operations. When unit members in these positions are absent from the first day, substitutes will be provided if available. When current employees, who are cross-trained for these positions, are available, they shall be first used to backfill the position. Compensation for bargaining unit members performing the duties of an absent classified employee shall be determined according to Article 14.6: Working Out of Class.

ARTICLE 6
DISTRICT RIGHTS

- A. The Board of Trustees on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:
 - 1. To determine and administer policy.
 - 2. Subject to the provision of the law, to hire all employees, to determine their qualifications and the conditions of their continued employment, or their dismissal, demotion, or promotion.
 - 3. To delegate to the Superintendent and other legally appointed officers, the operation of the schools, the executive management and administrative control of the school system, its properties and facilities.
- B. The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Board of Trustees, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only be the specific and expressed terms of this agreement.
- C. Notwithstanding any other provision of this Article, the parties agree that the Article is not intended as a general or specific waiver of any right of the Association or unit members that may be derived from law of the provisions of this Agreement.

ARTICLE 7
UNION STEWARD

- 7.1 Purpose: The District recognizes the need and affirms the right of CSEA to designate Job Representatives from among employees in the unit. It is agreed that CSEA, in appointing such representatives, does so for the purpose of promoting an effective relationship between the district and employees by helping to settle problems at the lowest level of supervision.
- 7.2 Selection of Job Representative: CSEA reserves the right to designate the number and the method of selection of Job Representative. CSEA shall notify the district in writing of the names of Job Representative and the group they represent. If a change is made, the District shall be advised in writing if such change.
- 7.3 Duties and Responsibilities of Job Representative: The following shall be understood to constitute the duties and responsibilities of Job Representatives:
 - 7.3.1 There may be a maximum of one working day delay in releasing a job representative to allow for appropriate substitutes.
 - 7.3.2 For other than routine inspection, a Job Representative shall be granted release time with pay to accompany a CAL-OSHA representative conducting an on-site, walk-around safety inspection of any area, department, division, or other subdivision for which the Job Representative has responsibilities as a Job Representative.
- 7.4 Authority Job Representatives shall have the authority to file notice or take action on behalf of bargaining unit members relative to rights afforded under this Agreement, The Educational Employment Relations Act or any pertinent law.
- 7.5 CSEA Staff Assistance: Job Representatives shall, at a mutually agreed time or on their non-duty time, be entitled to seek and obtain assistance from CSEA Staff Personnel, for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours, and terms and conditions of employment covered in the Agreement.

ARTICLE 8

HOURS OF WORK

8.1 Work Day and Week:

The District shall establish hours of work for employees based upon the need for maintenance of services. The normal work week for full-time employees will be forty (40) hours except as overtime is required to carry out the business of the District. The work week will be five (5) consecutive days, Monday through Friday.

8.2 Workday:

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed and regular schedule that aligns with the FTE allocated for the position for which they are assigned.

8.3 Overtime:

Overtime shall be in accordance with the Educational Code: Section #45128. Bargaining unit members shall have the right to refuse overtime without penalty.

8.4 Lunch and Rest Periods:

All employees working more than five (5) hours shall be entitled to a minimum of one (1) uninterrupted thirty (30) minute lunch period during each work shift. This uninterrupted thirty (30) minute lunch period does not count toward the total number of hours worked by the unit member. If determined by the District to be feasible, the lunch period shall be scheduled at the middle of each shift. Lunch breaks cannot be taken at the end of the shift and/or cannot be used to end the assigned shift thirty (30) minutes early.

All employees of the bargaining unit shall be granted a rest period which, if determined by the District to be feasible, shall be in the middle of each work period at the rate of ten (10) minutes per four (4) hours worked or major fraction thereof. Rest periods cannot be taken consecutive to a lunch and/or cannot be used to end the assigned shift ten (10) minutes early.

Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

8.5 Call Back Time (for Part Time positions):

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time worked.

Call back time is defined as an unscheduled request made by the employee's immediate supervisor or Superintendent's designee for a part-time employee to do unforeseen or emergency work after leaving the work location at the end of the employee's regular shift and before the beginning of the next regularly scheduled shift.

8.6 Compensatory Time Off:

Compensatory time shall mean an accumulation of minutes earned by a unit member for performing duties or assignments requested by the District but beyond those required for compensation. Compensatory time is earned minute for minute unless otherwise noted and may be taken by a unit member as time off or as pay at the employee's current rate of pay. Compensatory time off for minutes worked over eight (8) hours in one day or forty (40) hours in one week shall be compensated at time-and-a-half (1.5 minutes for each minute worked).

8.6.1 Employees who complete an extended hour assignment or overtime may request compensatory time off in lieu of payment. The District will determine whether compensatory time off or payment will be paid for an extended hour assignment or overtime.

8.6.2 Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District when it is determined that the use of compensatory time will not unduly interrupt the daily operations of the District. Compensatory time must be taken in the year in which it is earned. Bargaining unit members will be able to carry forward 8.0 hours annually. The remaining balance will be paid at the employee's current rate of pay as of June 30 of the current fiscal year.

8.7 Additional Time for Part-Time Employees:

When the District determines a need for short-term and/or sporadic additional time for a project or specific task, the work shall be offered to all unit members. Should more than one unit member submit interest, the unit member/s with the greatest bargaining unit seniority will be granted the time and compensated at their current rate of pay.

8.8 Excess Hours of Assignment:

When the District determines a need for excess hours of assignment and assigns that work to any part-time employee working thirty minutes or more in excess of his/her regular assignment for twenty (20) consecutive working days or more they shall have their regular assignment changed to reflect the longer hours.

8.9 Summer School:

When the District determines a need for work to be performed during times when school is not regularly in session (i.e. summer school), the work shall be offered to unit members on the basis of qualifications for employment in each classification of service which is required. If multiple unit members in a classification desire such work, then the unit member who has greatest seniority shall be offered the work. If no unit member within the classification in which the work is required accepts the offer, the work may be given to other qualified unit members outside the classification.

8.10 "Golden Handshake":

CSEA may request that the Board consider offering a "Golden Handshake" to eligible unit members. If granted, the Board will open an application window for a "Golden Handshake" retirement incentive. The minimum requirements for Board consideration will be twenty years of district service, age 55 and retirement approval from the Public Employee Retirement Systems (PERS).

8.11 Service Recognition Award

Unit members who retire from the district and are at least sixty-two (62) years of age and have a minimum of twenty (20) years of district service will be eligible to receive a one-time payment as noted below:

<u>Age</u>	<u>Cash Payment</u>
62	\$2000.00
63	\$4000.00
64 or over	\$6000.00

The one-time payment shall be made at the time of retirement.

ARTICLE 9

EVALUATION

- 9.1 Unit members shall be evaluated by an administrator designated by the Superintendent. The designated evaluator shall be the individual who signs the evaluation.
- 9.2 The purpose of the evaluation shall be to evaluate the unit member's effectiveness in meeting and performing the requirements of the assigned position and/or to assist the unit member to improve job performance. Designated evaluators are encouraged to have frequent conferences with unit members who are experiencing difficulties so they may be given an opportunity to improve prior to a formalized evaluation. In addition, unit members whose performance needs improvement shall also be provided with written feedback as to what job related areas require improvement and the means to measure said improvement.
- 9.3 Probationary unit members shall be formally evaluated at least twice during the probationary period of six (6) months. One evaluation shall take place before the completion of the fourth (4th) month of the probationary period. Informal evaluations will take place as necessary.
- 9.4 Permanent unit members shall be formally evaluated at least once each year. Evaluations shall be completed no later than May 1st of each year. Unit members who have three (3) consecutive "Meets or Exceeds District Standards" on their overall performance rating may be evaluated every other year unless the immediate supervisor or the unit member opts for an annual evaluation.
- 9.5 If a permanent classified employee is promoted to a new classification in which they do not hold permanent status, they shall be evaluated pursuant to the probationary unit member evaluation schedule noted in 9.3.
- 9.6 The formal evaluation shall be in writing on the approved form referenced in Exhibit C. The evaluation shall be reviewed with the unit member by the evaluating supervisor in a scheduled conference. The evaluating supervisor shall designate an overall performance rating as follows: 1) Meets or Exceeds District Standards or 2) Provisional (requires a Performance Improvement Plan).
- 9.7 The unit member shall sign the evaluation. The signature of the unit member being evaluated does not indicate that he/she agrees with the evaluation, but that he/she has been given a copy, had adequate time to review the written evaluation, and that a conference was held. The original of the evaluation is to be retained by the District and shall be placed in the unit member's personnel file in the District Office.
- 9.8 The unit member shall have the right to have a written response attached to the evaluation. The timeline to submit any written attachment is ten (10) days from the date of the evaluation conference.
- 9.9 Unit members have the right to union representation at any point during the evaluation conference.

ARTICLE 10

PROMOTION

- 10.1 Consideration:
Bargaining unit members shall be given first consideration in filling any job vacancy. Unit members who apply for job vacancies and meet the posted requirements of the vacancy will be considered first. If multiple unit members, who meet the posted requirements for the position, apply for the same vacancy, special consideration will be given to seniority.
- 10.2 Posting of Job Openings:
Notice of all job vacancies shall be distributed via email to all unit members and posted and dated on bulletin boards in permanent locations at each District job site. The notice shall include the job title, board approved job description, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, the board approved work calendar for the position, the salary range, and the application deadline.
- 10.3 Duration of Posting:
The job vacancy notice shall remain open to current unit members for a period of five (5) working days, during which time employees may apply for the vacancy. Any bargaining unit employee who is on extended leave or 39 month reemployment during the period of the posting shall be mailed a copy of the notice by First Class Mail on the date the position is posted.
- 10.4 Application:
Any employee in the bargaining unit may apply for a vacancy by completing the appropriate district form attached to the posted vacancy and submitting it to the Human Resources Department within the posting period. Any bargaining unit employee on leave or vacation may authorize the Chapter 501 President or his/her designee to apply on the employee's behalf.
- 10.5 Certification of Application:
Within five (5) working days following the completion of the application period, Human Resources will contact the unit members who applied and will share the decision on whether the promotion has been approved or not approved.
- 10.6 Promotional Order:
Any employee in the bargaining unit who applies for the vacancy during the posting period and meets the minimum qualifications shall be promoted into the vacant position. If two (2) or more bargaining unit members who apply meet the minimum qualifications, the Superintendent or Superintendent's designee shall give special consideration to seniority.
- 10.7 Placement on Salary Schedule:
If the unit member is promoted to a classification that is higher than their current classification, they shall be placed on the step of the range of the new classification that provides for at least a five percent increase.

ARTICLE 11

TRANSFERS

11.1 Application for Transfer:

All vacancies shall be distributed via email to all unit members. The job vacancy notice shall remain posted for a period of five (5) working days, during which time employees may file for the transfer. Any employee in the bargaining unit may apply for transfer to a vacant position by completing the appropriate district form attached to the posted vacancy and submitting it to the Human Resources department within the filing period.

11.1.1 Unit members who apply for transfer and meet the posted requirements of the vacancy will be considered first. If multiple unit members, who meet the posted requirements for the position, apply for the same vacancy, special consideration will be given to seniority.

11.2 Lateral Transfers:

When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to bargaining unit employees serving in the same class in the District. All vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. Any employee in the bargaining unit may apply for transfers to that position by filing a written notice with the Superintendent or designee. Unit members who apply for transfer and meet the posted requirements of the vacancy will be considered first. If multiple unit members, who meet the posted requirements for the position, apply for the same vacancy, special consideration will be given to seniority.

11.2.1 Any employee on leave during the period of the posting shall be mailed a copy of the Notice by First Class Mail on the date the position is posted.

11.2.2 An employee on leave shall have the right to have the Association CSEA Chapter 501 President or his/her designee file for the transfer on his/her behalf.

11.3 Medical Transfer:

The District will follow all Americans with Disabilities Act (ADA) laws and California Government Code regulations related to employment.

ARTICLE 12
VACATION AND HOLIDAYS

12.1 Vacation Earned:

12.1.1 All regular twelve (12) month employees shall earn paid vacation leave time under this Article which they may request to schedule.

12.1.2 All regular ten (10) and eleven (11) month employees do not take vacation. Ten (10) and eleven (11) month employees earn paid vacation leave time proportional to the FTE worked, which is paid out monthly.

12.1.3 Accumulation: Vacation time or vacation pay shall be accumulated in accordance with the following schedule:

1 through 5 years – 1 day per month worked

6 through 10 years – 1.25 days per month worked

11 through 19 years – 1.667 days per month worked

20 or more years – 2 days per month worked

12.2 Vacation Usage:

Vacation shall be taken no later than the fiscal year immediately following the fiscal year in which it is earned. The employee may use granted vacation during the school year even though not earned at the time the vacation is taken.

12.3 Schedule of Vacation Pay:

Pay for vacation days for all bargaining unit employees shall be the same as that which the employees would have received had he/she been in working status.

12.4 Vacation Upon Termination or Resignation:

When an employee who has been in the District's employ for six (6) months or more separates from service for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

If an employee is terminated or resigns and had been granted vacation which was not yet earned at the time of termination or resignation of his/her services, the District shall deduct from the employee's check the full amount of salary which was paid for such unearned days of vacation taken.

12.5 Scheduling of Vacation:

The needs of the District will be considered when approving vacation requests to ensure safe and regular operations of the District. Vacation requests must be submitted to the unit member's supervisor by the unit member no later than two weeks prior to the start date of the vacation. When reviewing a vacation request the District will consider the work schedules of all unit members' current and pending vacation requests.

If the number of bargaining unit members applying for vacation during the same period would hinder the efficient operation of the District, the bargaining unit member or members granted vacation during that period shall be determined by order of seniority and the other unit member must request an alternate vacation time which is acceptable to the District.

- 12.5.1 Summer Vacation Requests: By April 15, the District shall notify all employees who are eligible for vacation. By May 1, unit members shall submit a summer vacation request to their immediate supervisor and/or site administrator. By May 15, the supervisor and/or site administrator will respond with approval, denial or proposed modification to the employee's request(s) in writing.
- 12.6 Interruption of Vacation: An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.
- 12.7 Holidays within Vacation Period: When a holiday falls during the scheduled vacation of any bargaining unit employee, such holiday shall not be charged against vacation time.
- 12.8 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit who are in paid service during any portion of the working day immediately preceding or succeeding the holiday or holiday period with the following paid holiday:
1. New Year's Day - January 1
 2. Lincoln's Day – Second Monday or the Friday before the third Monday in February
 3. Presidents' Day – Third Monday in February
 4. Memorial Day – The last Monday in May
 5. Juneteenth – June 19
 6. Independence Day – July 4
 7. Labor Day – First Monday in September
 8. Veterans' Day – November 11
 9. Local Holiday – Wednesday before Thanksgiving (In-lieu of Admissions Day)
 10. Thanksgiving – Last Thursday in November
 11. Local Holiday – Friday following Thanksgiving
 12. Winter Holiday – December 25
 13. Martin Luther King Day – Third Mondays in January
- 12.9 Additional Holidays: Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving or any day declared a holiday by the governing board under Education Code Sections 5282, 5202.1 or 877, or their successors shall be paid a holiday for all employees in the bargaining unit.
- 12.10 All hours worked on holidays designated by this Agreement shall be compensated at two (2) times the regular rate of pay.

ARTICLE 13 LEAVES

GENERAL PROVISIONS

All absences shall be submitted in advance, whenever possible, through the unit member using the district approved attendance reporting system.

Unit members are responsible for tracking their leave balance through review of their pay stub, access to their Employee Portal, annual leave balance notice, and/or individual tracking process.

ARTICLE	PAID LEAVE	MAXIMUM AMOUNT WHICH CAN BE USED PER YEAR	DESCRIPTION	RELEVANT ED CODE
ARTICLE 13.1	BEREAVEMENT LEAVE	N/A	Up to 5 days Death of an Immediate Family Member	ED CODE 45194
ARTICLE 13.2	CATASTROPHIC LEAVE	40	Permits unit members to donate sick leave hours to another unit member	N/A
ARTICLE 13.3	DIFFERENTIAL PAY/EXTENDED LEAVE	PER INCIDENT	100 days/5 months	ED CODE 45196 AB 2012
ARTICLE 13.4	INDUSTRIAL ACCIDENT LEAVE	NA 60 days per fiscal year	For industrial illness or injuries	ED CODE 45192, 45196
ARTICLE 13.5	JURY DUTY AND SUBPOENA LEAVE	N/A	Summoned for jury duty	ED CODE 44036, 44037
ARTICLE 13.6	SICK LEAVE	All available	Injury or illness	ED CODE 45136
ARTICLE 13.7	PERSONAL NECESSITY/ CONFIDENTIAL LEAVE	Personal Necessity: up to 4 days Personal Confidential: up to 4 days	Additional bereavement; accident to person or property; court appearance; funeral of a friend; emergency illness in household, spiritual reasons No Tell	ED CODE 45207
ARTICLE 3.9 PAID	ASSOCIATION LEAVE	5 days total for Chapter President or designee	For association affairs	

ARTICLE	UNPAID LEAVE	MAXIMUM AMOUNT WHICH CAN BE USED PER YEAR	DESCRIPTION	RELEVANT ED CODE
ARTICLE 13.8	FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)	12 weeks in the fiscal year	Birth/adoption/placement in foster care of child; serious illness of employee or child, spouse of parent of employee	ED CODE 45196 GOV. CODE 12945.2
ARTICLE 13.9	MATERNITY LEAVE	Up to the amount of employee's accumulated sick leave	With written certification by a physician	
ARTICLE 13.10	PARENTAL LEAVE			FMLA, CALIFORNIA FAMILY RIGHTS ACTS ED CODE 45193
ARTICLE 13.11	PERSONAL LEAVE	N/A	Unpaid leave granted by district for personal reasons	
ARTICLE 13.12	BREAK IN SERVICE			

PAID LEAVES

13.1 BEREAVEMENT LEAVE

In the event of death in the immediate family (mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild of the employee, or the spouse of the employee, or son, son-in-law, daughter, daughter-in-law, brother or sister, or aunt or uncle of the employee, or any person living in the immediate household of the employee), three (3) consecutive working days with full pay will be granted. One (1) additional day shall be granted if in-state- travel exceeds 350 one-way land miles. Two (2) additional days leave shall be granted if out-of- state-travel is necessary. See Personal Necessity leave for additional bereavement days of leave.

13.2 CATASTROPHIC LEAVE

13.2.1 The Catastrophic Leave Program permits unit members to donate sick leave hours to another unit member when that unit member or a member of their immediate family suffers from a verifiable catastrophic illness or injury if prescribed conditions are met as described below.

13.2.2 Every unit member with sufficient accumulated leave shall have the opportunity to participate in the annual open enrollment for the Catastrophic Leave Program. Annual Open Enrollment shall take place yearly from September 1 to October 15.

13.2.3 Newly hired unit members with sufficient accumulated leave shall have the opportunity to enroll within two weeks of their hire date. BUSD will include notification of the open enrollment period in the “new hire packet”.

13.2.4 Program Members shall initially deposit the equivalent, in hours, of at least one (1) leave day equivalent to the unit member’s FTE hours, and will be considered to be active and continuing participants in the program. A unit member must have at least nine (9) sick leave days after donation in order to be eligible to deposit in the bank. If, at any point in the school year, the bank contains less than fifty (50) 8-hour days, the Catastrophic Leave Bank Committee shall solicit sick leave donations from the classified bargaining unit.

13.2.5 Definitions:

- i. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member or will incapacitate an immediate member of the unit member’s family for an extended period of time.
- ii. The catastrophic illness or injury required the unit member to take time off from work for an extended period of time. Taking extended time off from work will create a financial hardship for the unit member because they have exhausted all of their fully-paid accrued sick leave and other paid time off, with the exception of extended (differential) sick leave. Accordingly, leave shall be used in the following order: (a) accrued fully paid sick leave, (b) catastrophic leave, and (c) extended/differential sick leave, if available.
- iii. Catastrophic leave may also be used for extended bereavement time on account of the death of a spouse, child or parent.
- iv. Immediate family is defined in Section 13.1

13.2.6 Procedure:

- i. The unit member who is or whose immediate family member is suffering from a catastrophic illness or injury will send their request for catastrophic leave to the CSEA Chapter 501 President who will convene the Catastrophic Leave Bank Committee (CLB Committee), which will be made up of chapter members appointed by the Chapter President.
- ii. The Committee shall be responsible for administering the CLB in accordance with this Agreement and applicable state laws.

- iii. The Committee's duties are:
 - Receive leave requests
 - Verify validity of the requests
 - Approve or deny requests
 - Communicate the Committee's decisions to affected unit member(s) and the District office.
 - Solicit donations of sick leave from eligible unit members as needed.
- iv. The Committee shall designate one of its members as Chairperson. The Chairperson shall serve as the liaison to the District for reporting of donations and withdrawal of days from the CLB. The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials. Catastrophic Leave requests shall only be approved by a majority vote of the Committee.
- v. In order to ensure the viability of the program, if at any time the total number of days in the bank drops below fifty (50) 8-hour days, BUSD will notify CSEA. CSEA will send a request for donations to unit members to rebuild the bank to a minimum level of fifty (50) 8-hour days.

13.2.7 Eligibility:

- i. Unit members who have exhausted all applicable paid leaves provided for in the collective bargaining agreement, except differential pay, may apply for Catastrophic Leave under this Article. Only those who donate may apply to the CLB.
- ii. The Committee may approve eligibility in renewable increments, not to exceed twenty (20) 8-hour days; the maximum number of donated hours that may be used by a member will not be more than sixty (60) 8-hour days per year. If donated days of sick leave are available from the CLB, the unit member may use them. If sufficient days are not available, the Committee may solicit donations of days from eligible unit members in accordance with this Agreement on the appropriate form.
- iii. In the event catastrophic leave is needed for a unit member who does not qualify because they do not have sufficient days to donate

to the program, but who otherwise meet the criteria, a special call by CSEA for contributions may go out to members to help fulfill the specific need.

13.3 DIFFERENTIAL PAY (EXTENDED LEAVE)

Extended sick leave is a leave, without the loss of benefits, for a period of five (5) months or less for illness, injury, accident, disability, etc.

13.3.1 For each day of extended sick leave, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the amount paid on the first step of the classification held by the employee. Deductions may only be made if the employee is temporarily replaced by a substitute as defined in 14.7.1 (Ed Code 45103).

13.3.2 Differential pay shall be accessible after all regular sick leave, accumulated compensatory time, vacation or other available paid leave has been exhausted.

13.4 INDUSTRIAL ACCIDENT LEAVE

Permanent employees absent from duty because of illness or injury directly resulting from an industrial accident are eligible for Worker's Compensation, and the district shall grant industrial accident leave with pay from the first day of such absence to and including the last day of such absence, but not to exceed sixty (60) working days in any fiscal year. Such leave is not cumulative from year to year.

13.4.1 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated to his/her position.

13.4.2 The amount of payment received will be the basic salary rate less the amount paid by the Worker's Compensation Insurance Fund during each calendar month.

13.4.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payment under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

13.5 JURY DUTY AND SUBPOENA LEAVE

A unit member will be granted, without loss of pay or benefits, a legal leave for jury duty, or appearance in court as a witness under subpoena in a District related matter, and will reimburse the District with any non-mileage fees paid by the court.

13.6 SICK LEAVE

All employees earn sick leave hours at a rate that is proportional to their assigned FTE for each month of service rendered where 1.0 FTE earns eight (8) hours of sick leave per month of service rendered.

13.6.1 Computation: All employees earn sick leave immediately upon hire based upon the computation in 13.6.

13.6.2 Accumulation of Sick Leave: Credit for sick leave need not be accrued by an employee prior to taking such leave; however, a new employee of the District is not eligible to take more than six (6) days, or the proportionate amount to which he/she is entitled, until the first day of the month after completion of six (6) months of active service.

13.6.2.a. Sick leave is credited annually at the beginning of the school year and is accumulated from year-to-year without limit. If an employee takes sick leave in advance and is then terminated, resigns, or separates in any way, pay for the days taken in advance will be deducted from his/her final paycheck.

13.6.2.b. When an employee separates from the District, there will be no cash reimbursement for unused sick leave. Sick leave may not be taken as vacation.

13.6.2.c. Any sick leave benefits earned but unused on the date of termination are transferable in accordance with the Education Code.

13.6.3 Prohibition Against “Make Up”: Sick Leave may not be “made up” by working extra hours.

13.6.4 Validation: The district reserves the right to investigate any claim for sick leave and any abuse of sick leave privileges may be cause for disciplinary action. However, unless an employee uses more than two (2) consecutive days of sick leave, except where an employee has a demonstrated pattern of sick leave abuse, he/she shall not be required to provide a doctor’s verification.

13.7 PERSONAL NECESSITY/CONFIDENTIAL LEAVE

13.7.1 Bargaining unit members may use a combined total of eight (8) days of sick leave for personal necessity (“Tell”) and personal confidential (“No Tell”). Personal necessity is intended for employees to address planned personal or business matters, which must be attended to during duty hours.

13.7.1.a. Employees may use a maximum of four (4) duty days for personal necessity and will be deducted from sick leave. The District may require the unit member disclose the reason for personal necessity leave.

13.7.2 Sick leave provided under this Article may be used at the unit member's election, for purposes of personal confidential leave not to exceed four (4) days in any school year. The unit member shall not be required to disclose the reason for the personal confidential leave.

13.7.2.a. The unit member will inform their site administrator, with as much advance notice as possible, that they will be using a personal confidential leave day.

If any other unit receives additional days, the Classified Unit shall also receive the increase days.

UNPAID LEAVES

13.8 FAMILY LEAVE ACT

Any unit member shall be able to access the Family Leave Act under the Family Leave Act policy.

13.9 MATERNITY LEAVE

An employee who is pregnant may work as long as her physical condition permits her to fulfill her duties. Requests for maternity leave prior to delivery may be granted by the District. This leave will be unpaid.

13.9.1 Upon the written certification by a physician, an employee will be granted sick leave up to the amount of employee's accumulated sick leave. Request for sick leave shall be made to the Superintendent.

13.9.2 An employee who is granted leave under 13.9.1 above may, upon reasonable notification, return to his/her job, providing his/her physician will certify in writing that he/she is physically capable of performing her job.

13.10 PARENTAL LEAVE

13.10.1 During each school year, a bargaining unit member may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks.

13.10.2 When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the salary due him or her for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence. In no case shall the employee receive less than 50% of his or her regular pay.

- 13.10.3 The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- 13.10.4 An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.
- 13.10.5 Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

13.11 PERSONAL LEAVE

With prior District approval, employees may be granted personal leave. Any absence due to personal or business reasons, with the exception of leave provided under Section 12.8 (Holidays) of this agreement, will be subject to full deduction in salary for the time missed.

13.12 BREAK IN SERVICE

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

ARTICLE 14
PAY AND ALLOWANCES

- 14.1 Salary Schedule (Exhibit A): Pay and allowance will be in accordance with Exhibit A, which is attached to and made a part of this Agreement.

14.1.1 Pay and allowances for all ten month employees will be made in ten (10) equal monthly amounts beginning the first month of the school year, except when the school year goes into eleven months in which the eleventh month will be paid the actual days worked.

14.1.2 Pay and allowance for all eleven month employees will be paid in eleven (11) equal monthly amounts beginning the first month of the school year through the final month worked, except when the work year goes into twelve months in which the twelfth month will be paid the actual days worked.

14.1.3 Pay and allowances for all twelve month employees will be made in twelve (12) equal monthly amounts.

The District agrees to provide the same percentage adjustment to the Association if any other unit receives an increase in compensation.

- 14.2 Mileage Reimbursement: Employees using their own vehicle will be reimbursed at the Internal Revenue Service (IRS) rate.

14.2.1 Bargaining unit members whose job classification requires travel will be reimbursed for all mileage incurred in the course of performing services required in connection with that job classification, other than mileage to and from home and the primary work location. Reimbursement shall be at the current established Internal Revenue Service (IRS) rate, except in cases where a district vehicle is issued.

- 14.3 Salary Placement of Reclassified Positions: When a position or class of positions is reclassified to a higher range, the position or positions shall be placed on the salary schedule in a range which will result in an increase of not less than five (5) percent. In the case that a reclassification results in a decrease of pay, the member will be placed on the step that is equal or greater to their previous placement.

- 14.4 Personal Property: A maximum of \$150.00 will be allowed on a one (1) claim per year basis, for damage to eyeglasses for personnel on yard duty. Other loss circumstances will be reviewed by the Superintendent on an individual basis.

- 14.5 Classified Employees: Will not be required to attend meetings or in-service beyond the normal length of their work day unless they are paid those excess hours.

- 14.6 Working Out of Class: A unit member who works outside his/her classification and

performs the duties of a higher classification shall receive the greater of:

- (a) Placement on Step 1 of the higher classification or
- (b) Receipt of his/her current pay plus ten percent (10%)

A unit member working out of classification in an equal or lower paid classification shall receive no salary adjustment until they have worked out of classification for five (5) days at which time he/she shall receive a five percent (5%) increase for the remainder of the time he/she works in an equal or lower class. Section 14.6 shall apply when a bargaining unit member is assigned to work as a replacement for a classified employee who is temporarily absent from duty.

- 14.7 Substitutes: The District may employ a substitute employee to replace a classified employee who is temporarily absent from duty. (Education Code 45103).

14.7.1 “Substitute” for this article is defined as a person excluded from the classified bargaining unit employed to replace a classified employee who is temporarily absent from duty.

14.7.2 A classified substitute who is not part of the bargaining unit will be paid at Step One of the appropriate range.

- 14.8 Professional Growth

The District will provide regular opportunities throughout the year for professional growth. Unit members will be required to participate in District provided professional growth within the employee’s regularly scheduled work day.

The District will encourage unit members to participate in job specific training and/or certification that might occur outside of their regularly scheduled work day and will be compensated at their hourly rate of pay.

- 14.9 One staff development day shall be offered for classified employees each year. The in-service day shall not exceed six hours (6).

- 14.10 Stipends:

Positions for which a stipend is paid shall first be offered to certificated employees. Should no certificated employee accept a position for which a stipend is paid, then the position shall be offered to all classified employees via district email and notices posted in the worksites. Should more than one (1) classified employee accept the offer, the employee with the greater district seniority shall receive the position. If a certificated person accepts such a position and determines he/she wants an assistant, the assistant position shall be first offered to certificated employees. Should no certificated employee accept the assistant position, the assistant position shall be offered to all classified employees via district email and notices posted in the worksites. Should more than one (1) classified employee apply for the position, the employee with the greater district seniority shall receive the position. The stipend amount is for the entire position and any employees who share a position shall also share the stipend. Stipends are to be paid in the amounts established in the certificated bargaining unit collective bargaining agreement.

- 14.10.1 Unit members who hold advanced educational degrees will receive the stipend for the highest degree earned.

Associates Degree	\$500 per year
Bachelor's Degree	\$1,000 per year

14.10.2 Bilingual Stipend

For those unit members who are bilingual as demonstrated by an assessment of reading, writing, and speaking skills and agree to use their bilingual skills within the scope of their employment during their regular work day, the District shall provide a \$500 stipend per year. The requirement for receiving the bilingual stipend will be that the unit member agrees to utilize their bilingual skills to complete site or district level requests.

- 14.10.3 Upon employee request, the District will provide a \$40 a month stipend for cell phones for the Night Custodian, Grounds and Maintenance Staff.

- 14.10.4 Payment for the Educational and Bilingual Stipends will be made on a monthly basis throughout the academic year. All other stipend payments will be made in the month of May.

ARTICLE 15
HEALTH AND WELFARE

The District provides the benefits contribution cap to members based proportionately to the total FTE they are assigned. (See Exhibit B-1 for District Benefits Contribution) The District benefits contribution cap for CSEA unit members will be equal to that of other bargaining unit contribution caps. (See Exhibit B for Benefits Plan Rate Sheet)

15.1 The District provides and automatically enrolls employees in a \$10,000 group life insurance policy.

Before July 1, 2023, the funds previously set aside pursuant to section 15.6 shall be divided by the total number of classified bargaining unit members in paid status on June 1, 2023 and distributed equally to those bargaining unit members. Thereafter, the program under 15.6 shall be abolished.

ARTICLE 16
PHYSICAL EXAMINATIONS

- 16.1 District Required Examinations: The District agrees to provide the full cost of medical examinations required by the District for initial and continued employment. Such physical examinations will be done by a medical provider of the District's choice. However, the employee may use the services of their own medical provider and pay the difference between the examination by their medical provider and the cost of the examination by the District selected medical provider.
- 16.2 Tuberculosis Tests: The District will pay the cost of Tuberculosis tests (skin, blood, x-ray or questionnaire) required by law if performed by a medical provider of the District's choice.
- 16.3 Physical Examinations: The District agrees to consider paid release time for employees who need medical examinations required by the District for continued employment if the examination is done by a medical provider of the District's choice and is not possible after work hours.

ARTICLE 17
SAFETY CONDITIONS OF EMPLOYMENT

- 17.1 General Safety Standards: Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The District will implement and follow all Occupational Safety and Health Administration (OSHA) requirements and guidelines to ensure a safe work environment for all unit members as specified in California Labor Code, Section 6300 et. Seq. and regulations relating thereto (8 Cal Admin. Code Section 330 et. Seq.)
- 17.2 Employee's Responsibilities: Unit members will comply with all applicable requirements and guidelines as enumerated in 17.1; Board Policy and Administrative Regulation 4157 regarding safety conditions of employment; utilize all assigned District equipment and materials; and report immediately to their supervisor any and all broken and malfunctioning equipment and materials and/or unsafe and hazardous conditions.
- 17.3 District's Responsibility: The District shall be responsible for the adoption and enforcement of safety policies and guidelines for all employees as enumerated in 17.1 and 17.2. The District shall not discipline nor take any adverse action towards an employee for reporting a safety hazard or violation.
- 17.4 District Notification: Bargaining unit employees will be notified of incidents of communicable disease, according to District policy.
- 17.5 Employee Notification: The unit member is responsible for reporting all work related accidents immediately to their supervisor per Redwood Empire School Insurance Group (RESIG) guidelines and timeframes available at their work location and/or through their employment orientation.

ARTICLE 18
LAYOFF AND RE-EMPLOYMENT PROCEDURES

- 18.1 A layoff shall be considered an involuntary separation from service based on a lack of work or lack of funds determined by the Governing Board.

Reasons for Layoffs: Layoffs shall occur only for lack of work or lack of funds (Ed Code 45117a) and/or expiration of specially funded programs (Ed Code 45117g).

- 18.2 Order of Layoff: Any order of layoff is solely based upon seniority from “length of service” defined as the first date of paid service rendered in an assigned classification. An employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. (Ed. Code § 45308.)

- 18.3 Notice of Layoffs: Procedures for notice and right to hearing are set forth in Government Code 45117. The District shall notify the Association in writing of any planned layoffs on or before March 1st of each year. The District shall provide preliminary notice of layoff to employees no later than March 15th of each year, and final notice of layoff no later than May 15th of each year. The parties will use the time between March 1st and March 15th of each year to determine bumping progressions. In cases of specially funded programs, notice of layoff must be given to the Association and to the employee at least sixty (60) days prior to the effective date of layoff, and the District shall provide the Association with the specific specially funded program and a balance of the funds remaining, if any. Should the Association wish to bargain the effects of a layoff, it shall provide written notice to the District on or before June 1st of each year.

- 18.4 Bumping Rights: An employee who is laid off or bumped from his/her present class may bump into a lower class in which the employee has worked and accumulated seniority.

18.4.1 An employee laid off from a classification and who has gained permanency in any other classification may elect to bump the employee having the least seniority within that other classification.

18.4.1.a. An employee may not bump into a position for which they do not meet the minimum requirements of the position.

- 18.5 Layoff in Lieu of Bumping: An employee may elect layoff in lieu of exercising bumping rights without losing any re-employment rights.

- 18.6 Equal Seniority: If two (2) or more classified employees subject to layoff have equal seniority within the class, the priority shall be given to the employee with the greater overall District seniority; if that be equal, the employee with the earliest hire date shall be given preference; if that be equal, determination shall be made by lot.

- 18.7 Re-employment Rights: Reemployment shall be in reverse order of layoff. (Ed. Code §§ 45308, 45114.)

- 18.7.1 An employee who has been laid off is eligible for reemployment in the class from which he/she was laid off for up to thirty-nine (39) months and shall be re-employed in preference to new applicants. (Ed. Code § 45298; 45308 and 45114.)
- 18.7.2 An employee on layoff has the right to apply for any promotional positions within the thirty-nine (39) month period.
- 18.7.3 An employee who takes a voluntary demotion in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility for re-employment for an additional twenty-four (24) months.
- 18.7.4 A laid off unit member shall be notified of openings in any class for which they are eligible for re-employment. The notification shall be by registered mail to the *employee's* last address on file at the District Office.
- 18.7.5 A unit member has 5 days to accept or refuse an offer of employment. If no response is received within 5 days, the offer is considered denied.
- 18.8 Seniority Roster: The District shall maintain an annually updated seniority roster.
- 18.9 Improper Layoff: Any employee improperly laid off shall be immediately reinstated and reimbursed for any loss of salary and benefits accrued.
- 18.10 Maintenance of Seniority: Seniority status at the time of layoff shall be maintained during the thirty-nine (39) months reemployment period; however, there shall be no accrual of vacation, sick leave, holiday, other benefits or increment advancement.
- 18.11 Retirement in Lieu of Layoff: Any classified employee, eligible for retirement, may elect to accept service retirement in lieu of layoff without loss of reemployment rights as provided in this agreement, provided written notification is given to the District of such election.
- 18.12 The District requiring positions to have additional language requirements shall make every effort not to create a layoff of a current classified employee.

ARTICLE 19

DISCIPLINARY ACTION

19.1 The purpose of this Article is to support and/or correct behavior by an employee that inhibits the safe and effective operations or the welfare of the District. Discipline shall be progressive in nature and commensurate to the offense. No person in the permanent classified service shall be suspended, demoted, or dismissed except for reasonable cause designated by this Article.

19.2 Probationary Period: A Classified employee shall serve a period of probation which shall be six (6) months in duration commencing with their first day of paid employment.

During the probationary period, a classified employee may be dismissed without cause.

19.3 Definitions:

- (a) "Disciplinary action" is defined as purposeful action on the part of the District intended to modify and/or correct identified employee behavior. Such action may impact the employee through dismissal, suspension, demotion, or any reassignment, without his/her voluntary consent, except a layoff for lack of work or lack of funds.
- (b) "Dismissal" means separation, discharge, or permanent removal of an employee from his/her position for cause in accordance with the provision of the Education Code and this Article.
- (c) "Suspension" means a temporary removal of an employee from his/her position with loss of pay as a disciplinary measure. However, this provision should not be construed as preventing the Superintendent or Superintendent's designee from placing an employee on paid administrative leave while conducting an investigation into the charges.
- (d) "Without pay" shall mean a unit member's per diem wage not including fringe benefits.
- (e) "Demotion" means assignment to a position or status of lower pay without the employee's written voluntary consent.
- (f) "Representation" means all employees shall be notified of his/her entitlement to representation when the employer intends to invoke employee discipline.

19.4 Permanent Classified Employees-Dismissal and Discipline:

The Superintendent or the Superintendent's designee may issue progressive discipline as enumerated below to employees. Employees may request representation at any level of discipline. The District may impose one or more of the following forms of progressive discipline on permanent classified employees. Depending upon the egregiousness of the action/s necessitating discipline, progressive discipline steps may be skipped.

Progressive Discipline:

- A. Informal verbal or written warning

- B. Formal written reprimand
- C. Suspension without pay
- D. Transfer or reassignment
- E. Demotion or dismissal

19.5 The following are cause for the imposition of disciplinary action in alignment with Board Policy 4118 and Education Code 44932e:

- A. Unauthorized absence
- B. A conviction of violation of the penal law of the State of California
- C. Conviction of a crime
- D. Incompetence or inefficiency
- E. Insubordination
- F. Neglect of duty
- G. Intoxication while on duty
- H. Consumption of alcohol or illicit drugs while on duty
- I. Unprofessional conduct
- J. Violation of regulations of the District, State Law or Regulation
- K. Negligent or willful damage to District property or waste of public supplies or equipment
- L. Falsification of application
- M. Willful violation of provisions of the contract
- N. Dishonesty
- O. Frequent unexcused tardiness
- P. Rude and offensive treatment of Bellevue School District Students and/or Staff
- Q. Evident unfitness for service
- R. Failure to maintain licenses or certificates required for the job
- S. Misappropriation of District funds or property
- T. Sexual harassment

19.6 Informal Verbal or Written Warning:

It is agreed between the parties that disciplinary questions and/or issues are best resolved by means of objective discussion between the employee and his/her immediate supervisor(s) and, when applicable, the administrator immediately associated with the employee. The employee's immediate supervisor shall notify the employee of the discipline (e.g. verbal check in, email) The conversation and/or written warning shall make reference to District Policies, Rules and Regulations, Job Descriptions and the Unit Contract. A verbal warning may be memorialized in writing. The memorialization will not be placed in the employee's personnel file. (19.4.A) A unit member shall have the right to review any document placed in their personnel file and shall have up to ten (10) working days after review to provide a written response, which will be attached to the document being placed in the file.

19.7 Formal Discipline: When taking disciplinary action per 19.4 C-E, the Superintendent or designee shall schedule a conference and present in writing the disciplinary action to be taken against the permanent classified employee. The document shall include the following:

1. The specific acts and/or omissions upon which the disciplinary action is based per District Policy and/or Administrative Regulation and/or any applicable laws or code pertaining to employee discipline.
2. Disciplinary action which is being taken.
3. Employee right to respond in writing within 5 working days to the discipline set forth in the document shared in the conference. The written response will be attached to the formal discipline document and placed in the employee's personnel file upon receipt of the employee's written response if no Request for a Hearing is made. If a Request for Hearing is made, the Written Response will be held until findings of the Hearing are made.

The notice shall be accompanied by a form which, when returned by the employee, shall constitute a demand for hearing and a denial of all charges. The notice shall be effective either upon personal service or deposit with the U.S. Postal Service. Permanent classified employees shall have no less than five (5) days from receipt of the Action notice to request a hearing. Said hearing shall be heard by the Governing Board. Should the permanent classified employee fail to request a hearing within the designated timeline, then the disciplinary action taken by the Superintendent shall be considered accepted by the unit member and implemented as defined in the Action Notice.

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the days of the filing of the notice of cause unless such cause was concealed or not disclosed the facts to the school officials.

- 19.8 Pre-Disciplinary "Skelly" Hearing: In any disciplinary action which will deprive a bargaining unit member of pay (unpaid suspension, demotion, or dismissal), the unit member may request a pre-disciplinary "Skelly" hearing. The unit member shall have up to five working days after service of the formal notice of disciplinary action to request a pre-disciplinary hearing. The pre-disciplinary hearing shall take place no less than five (5) working days after service of formal notice of disciplinary action and before a hearing before the Governing Board. The District shall designate a hearing officer, who shall be an employee of Bellevue Union School District, who is not involved in the disciplinary action being taken against the unit member. The hearing officer shall have the right to uphold, dismiss, or amend the proposed disciplinary action. The hearing officer shall provide their decision to the unit member no more than three (3) working days after the hearing is held.
- 19.9 Request for Hearing Before Governing Board: The employee may request a hearing before the Governing Board up to 5 working days after the Skelly Hearing decision has been rendered. The hearing, if requested, shall be scheduled no less than five (5) days after receipt by the Superintendent or Superintendent's designee of the unit member's request for a hearing. The permanent classified employee shall have the right to be represented at the hearing. Should the employee decide to bring legal counsel other than a CSEA Representative, they must notify the Superintendent or Superintendent's designee of such representation no later than thirty-six (36) hours prior to the scheduled start of the hearing. If the employee fails to provide such notice, the Superintendent or Superintendent's designee may postpone the hearing until the next regularly scheduled meeting of the

Governing Board. The Superintendent or Superintendent's designee shall present the facts related to the charges, including the questioning of any relevant witness. The permanent classified employee, or their appointed representative, may also ask questions of any witness, provide their own witnesses and present any relevant information on their behalf.

19.10 Hearing Decision: The Governing Board shall deliberate in closed session. The Governing Board may call into closed session, any witness or hearing participant for the exclusive purpose of asking clarifying questions. Otherwise, no other member or the public of the district may participate in the governing Board's deliberations. The Governing board may:

- 1) uphold the charges and action by the Superintendent or Superintendent's designee;
- 2) uphold the charges and modify the action taken by the Superintendent or Superintendent's designee; or
- 3) deny the charges and action taken by the Superintendent or Superintendent's designee.

The decision made by the Governing Board shall be final. The Governing Board shall communicate its decision to the employee in writing no later than 10 days after the Hearing.

ARTICLE 20

GRIEVANCE PROCEDURE

- 20.1 Purpose: This grievance procedure is intended to supplement, but not supplant, normal and usual procedures for solving personnel problems. It is intended to enhance personal communications between employees and supervisors. Grievances can only represent the process and procedures of the content of this Agreement; they cannot be filed for concerns or issues outside the purview of this agreement.

Definitions:

- 20.1.1 A “grievance” is a claim by one or more employees or the CSEA of a violation or misapplication of a provision of this Agreement which personally and adversely affects the grieving employee or group of grieving employees.
- 20.1.2 An “employee” is a classified employee working in the CSEA bargaining unit.
- 20.1.3 A “working day” is any day where the central administrative offices of the District are open for business.
- 20.1.4 A “supervisor” is the member of management who supervises the grievant.
- 20.1.5 A “grievant” is an employee or employees asserting a grievance.
- 20.1.6 A “complaint” is an informal assertion that a provision of this Agreement has been misapplied or misinterpreted and the misapplication or misinterpretation adversely and directly affects the complainant.

20.2 Step 1- Informal Resolution:

- 20.2.1 Informal discussion of problems and a continuing interchange of views between employees and management who immediately supervise them is encouraged. Employees shall have the right to representation at such meeting. Job Representatives shall have scheduled release time for any such meeting. Management should attempt to resolve differences or dissatisfactions as soon as possible, but such resolutions must be in accordance with the provisions of the Agreement.
- 20.2.2 When an employee has a complaint, he/she shall request a conference with his/her supervisor to discuss the complaint. The supervisor shall grant the employee at least one (1) conference. Additional conferences should be prior to the initiation of Step (2), if it appears that the resolution of the complaint may be achieved by informal means. Both the complainant and the supervisor may invite other persons with knowledge or a role specific to the Grievance, including a representative of the Association, to attend these conferences. If the complaint has not been satisfactorily resolved, the employee may invoke Step 2 of this procedure.

20.3 Step 2- Formal Written Procedure:

- 20.3.1 An employee may initiate a formal grievance by filing a completed grievance form with his/her immediate supervisor. Relevant information obtained during Step 1 may be asserted. Grievance information shall include: A description of the specific

grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance. Citations of the provision or provisions of this Agreement which are alleged to have been misinterpreted or misapplied. A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable. A listing of the specific actions requested of the District which will afford remedy to the grievant. A request for a conference, if desired. If the supervisor or designated representative desires, he/she may request a conference at Step 2. The request must be granted. The grievant and the supervisor or his/her representative may request the presence of a representative or representatives at any meeting called in accordance with this section.

20.3.2 The Supervisor or his/her representative will hold a conference with the grievant within seven (7) working days after receipt of the written grievance.

20.3.3 The supervisor or his/her representative shall render a written decision to the grievant within ten (10) working days after the conference with the grievant. Information copies of the decision shall be sent by the supervisor to the Superintendent and to the Association.

20.4 Step 3- Superintendent

20.4.1 If a grievance is not resolved in Step 1 or 2, the employee may request, in writing, a hearing before the Superintendent. The request shall be filed in the office of the Superintendent within ten (10) working days after receipt of the written decision at Step 2.

The Superintendent will hold a hearing within ten (10) working days after receipt of the request for hearing. The grievant may be represented by a representative of his/her own choice.

The Superintendent will reply in writing within ten (10) working days after the closing of Step 3 hearing.

20.5 Step 4- Binding Arbitration:

20.5.1 If a grievance is not resolved in Step 1, 2, or 3, the Association may request, in writing, a hearing before an arbitrator. The request shall be filed in the office of the Superintendent within ten (10) working days after receipt of the written decision of the Superintendent at Step 3.

20.5.2 In case agreement is not reached regarding selection of an arbitrator, the State of California Mediation Conciliations Service will be requested to supply a list of arbitrators. The District and the Association shall strike names from the list until an arbitrator is selected.

20.5.3 The District and the Association will share equally the payment for the services and expenses of the arbitrator.

20.6 Powers and Limitation of the Arbitrator:

- 20.6.1 The arbitrator shall consider only those issues which have been properly carried through all prior steps of the grievance procedure.
- 20.6.2 The arbitrator shall afford District representatives and the grievant or his/her representatives involved, a reasonable opportunity to present evidence, witnesses, and arguments.
- 20.6.3 The jurisdictions of the arbitrator shall be confined to a determination of facts and the interpretation of this Agreement.

20.7 General Provision:

- 20.7.1 Designation of representatives will be in writing. Such designation shall be entered on the grievance form at Step 2. Both parties shall inform one another if there is a change in representatives and be responsible for ensuring that new representatives have any and all information in order to ensure continuity with the grievance process.
- 20.7.2 No party may be required to discuss any grievance if his/her representative is not present. The representative shall have release time to attend any such meeting.
- 20.7.3 The District will not agree to the resolution of a grievance at Step 2 or Step 3 of this procedure until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

An employee who wishes to have a grievance heard under this procedure must initiate action within twenty (20) working days of the time he/she had knowledge, or should have had reasonable knowledge, of the act or omission giving rise to the grievance.

- 20.7.4 Time allowances set forth in this grievance procedure may be extended only by mutual consent of the grievant and the District.
- 20.7.5 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
- 20.7.6 Grievances involving an administrator above the principal or department head may be filed at Step 2.
- 20.7.7 Should the processing of any grievance require that an employee be released from his/her regular work station, he/she shall be released without loss of pay or benefits.

- 20.7.8 Grievance forms shall be provided by the District and made available by the Association or by the principal's office.
- 20.7.9 No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- 20.7.10 A separate file will be maintained for grievances which will not be a part of the employee's personnel file.

ARTICLE 21
CLASSIFICATION/RECLASSIFICATION

- 21.1 The parties agree changing conditions may warrant classification/reclassification of positions and/or classes that are a part of the Bargaining Unit. The District and CSEA have a vested interest in such reclassifications. The purpose of this article is to provide an orderly process to facilitate such reclassifications.

Classification means the placement of a newly approved classified position on the salary schedule.

Reclassification is a change in an individual's title and/or job description when duties being performed by the employee who currently occupies the position are inconsistent with their current classification.

When either party seeks to create a new classification or amend the job description of an existing classification, they will provide written notice of intent to the other party and the parties will meet to negotiate the proposed job description.

21.2 PROCEDURES

- 21.2.1 Unit members may submit a Reclassification Request packet to Human Resources between January 1 and February 28.

- a. The request for classification/reclassification shall contain the following:
 1. The classification or position to be classified/reclassified
 2. The existing job description and salary placement (if applicable)
 3. The proposed job description and salary placement
 4. The basis for the classification/reclassification

Classification/Reclassification request shall be reviewed by a panel of one (1) District appointee, one (1) CSEA appointee and a neutral party agreed upon by the District and CSEA.

The District will notify members of the unit the date, time, and location of the classification/reclassification meeting.

The District, CSEA and the unit member may present information to the panel.

The panel shall make a recommendation whether to adopt or reject a request for classification/reclassification. All panel members shall sign the recommendation.

- 21.2.2 Any recommendation to adopt a request for classification/reclassification shall be the subject of negotiations between CSEA and BUSD. Following negotiations, an agreement for classification/reclassification will be subject to ratification procedures by CSEA and brought to the BUSD Board of Trustees for

approval. Following approval by CSEA and BUSD, the classification/reclassification will be implemented.

The recommendation shall be submitted to the Board by the Superintendent or designee for approval. The Board may approve or reject the recommendation. If a recommendation is rejected, the unit member may not resubmit a request for classification/reclassification for two years.

Only recommendations for approval shall be sent to CSEA and BUSD for negotiations.

- 21.2.3 The District and CSEA will negotiate any impacts of an approved classification and/or job description approved and adopted by the Board.
- 21.2.4 Any unit member whose position is reclassified to a higher range shall be placed on the step of the new classification that provides at least a 5% salary increase.
- 21.2.5 In the case that a reclassification results in a decrease of pay, the member will be placed on the step that is equal or greater to their previous placement.
- 21.2.6 If a position is reclassified and there is no incumbent, the job shall be posted.

ARTICLE 22
SAVING CLAUSE

- 22.1 Effect of Legal Change: If, during the life of the Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which prohibits enforcement of any provision of the Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of the Agreement shall not invalidate any remaining portions which shall continue in full force and effect. The District and the Association shall meet within thirty (30) days of such action to negotiate a replacement article.

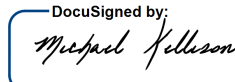
ARTICLE 23
CONTRACTING OUT

- 23.1 The District agrees not to contract out work that bargaining unit members routinely and customarily perform.

ARTICLE 24
REOPENER CLAUSE AND DURATION

24.1 This agreement shall become effective on November 1, 2022 and shall remain in full force and effect until October 31, 2025. During the term of the agreement, both parties will have the right each school year to reopen on wages, health and welfare benefits, and one article of each party's choice.

For the Bellevue Union School District:

DocuSigned by:

126074A1ECA84A7...
Michael Kellison, Superintendent

For CSEA Chapter 501:

DocuSigned by:

739CE274E679490...
Jennifer Spain, CSEA Chapter 501 President

DocuSigned by:

A751A18679E74F1...
Jeremy Arnold, CSEA Labor Relations Rep.

APPENDIX A CROSS TRAINING

Cross training opportunities will be presented to interested staff on their own time. However, at least one person will be cross trained for the Office Manager, School Cook, Kitchen Operator (Food Server), Cafeteria Dishwasher, and the Day Operations Leader (Day Custodian) positions at each school.

EXHIBIT A

SALARY SCHEDULE



Classified Salary Schedule

Board Adopted: June 27, 2023

Effective: July 1, 2023

COLUMN STEP	5	6	7	8	9	11*	13*	14	15	17	18	19	20	21	22*
1	\$16.70	\$16.86	\$17.29	\$17.84	\$18.34	\$18.39	\$19.32	\$19.80	\$20.65	\$21.32	\$22.51	\$22.93	\$25.64	\$25.89	\$26.42
2	\$17.54	\$17.70	\$18.15	\$18.73	\$19.26	\$19.31	\$20.29	\$20.79	\$21.68	\$22.39	\$23.64	\$24.08	\$26.92	\$27.18	\$27.74
3	\$18.41	\$18.59	\$19.06	\$19.67	\$20.22	\$20.27	\$21.30	\$21.83	\$22.77	\$23.51	\$24.82	\$25.28	\$28.27	\$28.54	\$29.13
4	\$19.33	\$19.52	\$20.02	\$20.65	\$21.23	\$21.29	\$22.37	\$22.92	\$23.90	\$24.68	\$26.06	\$26.54	\$29.68	\$29.97	\$30.58
5	\$20.30	\$20.49	\$21.02	\$21.68	\$22.29	\$22.35	\$23.48	\$24.07	\$25.10	\$25.91	\$27.36	\$27.87	\$31.17	\$31.47	\$32.11
6	\$20.59	\$20.81	\$21.28	\$22.00	\$22.62	\$22.68	\$23.82	\$24.42	\$25.47	\$26.29	\$27.76	\$28.28	\$31.62	\$31.95	\$32.58
7	\$20.89	\$21.12	\$21.54	\$22.31	\$22.94	\$23.00	\$24.16	\$24.78	\$25.83	\$26.67	\$28.15	\$28.68	\$32.08	\$32.44	\$33.04
8	\$21.18	\$21.44	\$21.79	\$22.63	\$23.27	\$23.33	\$24.50	\$25.13	\$26.20	\$27.05	\$28.55	\$29.09	\$32.53	\$32.92	\$33.51
9	\$21.48	\$21.75	\$22.05	\$22.94	\$23.59	\$23.65	\$24.84	\$25.48	\$26.56	\$27.43	\$28.95	\$29.50	\$32.99	\$33.41	\$33.98
10	\$21.77	\$22.07	\$22.31	\$23.26	\$23.92	\$23.98	\$25.18	\$25.83	\$26.93	\$27.81	\$29.35	\$29.91	\$33.44	\$33.89	\$34.45
11	\$22.07	\$22.39	\$22.57	\$23.58	\$24.25	\$24.31	\$25.52	\$26.19	\$27.29	\$28.19	\$29.74	\$30.31	\$33.89	\$34.37	\$34.91
12	\$22.36	\$22.70	\$22.83	\$23.89	\$24.57	\$24.63	\$25.86	\$26.54	\$27.66	\$28.57	\$30.14	\$30.72	\$34.35	\$34.86	\$35.38
13	\$22.66	\$23.02	\$23.08	\$24.21	\$24.90	\$24.96	\$26.21	\$26.89	\$28.02	\$28.94	\$30.54	\$31.13	\$34.80	\$35.34	\$35.85
14	\$22.95	\$23.33	\$23.34	\$24.52	\$25.22	\$25.28	\$26.55	\$27.24	\$28.39	\$29.32	\$30.94	\$31.54	\$35.26	\$35.83	\$36.32
15	\$23.25	\$23.65	\$23.60	\$24.84	\$25.55	\$25.61	\$26.89	\$27.60	\$28.75	\$29.70	\$31.33	\$31.94	\$35.71	\$36.31	\$36.78
16	\$23.54	\$23.97	\$23.86	\$25.16	\$25.88	\$25.94	\$27.23	\$27.95	\$29.12	\$30.08	\$31.73	\$32.35	\$36.16	\$36.79	\$37.25
17	\$23.84	\$24.28	\$24.12	\$25.47	\$26.20	\$26.26	\$27.57	\$28.30	\$29.48	\$30.46	\$32.13	\$32.76	\$36.62	\$37.28	\$37.72
18	\$24.13	\$24.60	\$24.37	\$25.79	\$26.53	\$26.59	\$27.91	\$28.65	\$29.85	\$30.84	\$32.53	\$33.17	\$37.07	\$37.76	\$38.19
19	\$24.43	\$24.91	\$24.63	\$26.10	\$26.85	\$26.91	\$28.25	\$29.01	\$30.21	\$31.22	\$32.92	\$33.57	\$37.53	\$38.25	\$38.65
20	\$24.72	\$25.23	\$24.89	\$26.42	\$27.18	\$27.24	\$28.59	\$29.36	\$30.58	\$31.60	\$33.32	\$33.98	\$37.98	\$38.73	\$39.12

Range 5: Instructional Assistant, School Cafeteria Dishwasher, Student Supervision

Range 6: Bilingual Instructional Assistant

Range 7: Special Education Aide

Range 8: Kitchen Operator

Range 13: Full Inclusion Aide

Range 14: Health Care Assistant, School Office Assistant

Range 17: Grounds Worker, Night Custodian

Range 18: Maintenance Technician

Range 19: Day Custodian (Plant Operations Lead), Family Engagement Facilitator, School Cook

Range 20: District Accounts Tech/Receptionist School Office Manager, Literacy Specialist Paraprofessional, Special Ed. Administrative Assistant

Range 21: Bilingual Literacy Specialist Paraprofessional

*No current position within the classification Range

FISCAL YEAR	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
% INCREASE TO SALARY SCHEDULE	4%	4%	5%	4%	6.56%	TBD
ANNUAL INCREASE TO DISTRICT HEALTH BENEFITS	N/A	N/A	\$2,788.80	\$2,000	\$1,000	TBD

EXHIBIT B
BENEFITS PLAN RATE SHEET



2023/2024 District Rate Sheet
For Bellevue Union Elementary SD

CLASSIFIED Active	Emp	Emp +	Emp +
Health Three Tier Rates	Only	One	Family
Anthem PPO 2, Rx A	\$1,224.00	\$2,105.00	\$2,656.00
Anthem PPO 3, Rx B	\$1,182.00	\$2,033.00	\$2,565.00
Anthem PPO 6, Rx B	\$1,045.00	\$1,797.00	\$2,267.00
Anthem PPO 7, Rx C	\$1,024.00	\$1,761.00	\$2,222.00
Anthem PPO Bronze	\$588.00	\$1,012.00	\$1,275.00
Anthem PPO HDHP 2	\$639.00	\$1,099.00	\$1,387.00
Anthem PPO Wellness, Rx C	\$1,059.00	\$1,821.00	\$2,298.00
Kaiser HMO 3	\$1,193.00	\$2,051.00	\$2,586.00
Kaiser HMO 8	\$982.00	\$1,686.00	\$2,126.00
Kaiser HMO Bronze	\$669.00	\$1,148.00	\$1,449.00
Kaiser HMO HSA	\$756.00	\$1,299.00	\$1,615.00
Kaiser HMO Wellness	\$953.00	\$1,638.00	\$2,066.00
CLASSIFIED Active	Emp	Emp +	Emp +
Dental Three Tier Rates	Only	One	Family
Basic, \$2,000 Annual Maximum	\$57.85	\$104.79	\$150.64
CLASSIFIED Active	Emp	Emp +	Emp +
Vision Three Tier Rates	Only	One	Family
Plan B \$0.00 Copay	\$11.52	\$21.39	\$32.95
CLASSIFIED Active	Composite		
Life Composite Rate			
Life \$10,000	\$1.04		

EXHIBIT B-1
BENEFITS CONTRIBUTION



2023-2024 District Contribution

Pro-Rated by FTE

Daily Hours Worked (or Daily Average per Week)	% of Full Time	Monthly Contribution
		\$ 13,080.00
8	100.00%	\$ 1,090.00
7.75	96.88%	\$ 1,055.99
7.5	93.75%	\$ 1,021.88
7.25	90.63%	\$ 987.87
7	87.50%	\$ 953.75
6.75	84.38%	\$ 919.74
6.5	81.25%	\$ 885.63
6.25	78.13%	\$ 851.62
6	75.00%	\$ 817.50
5.75	71.88%	\$ 783.49
5.5	68.75%	\$ 749.38
5.25	65.63%	\$ 715.37
5	62.50%	\$ 681.25
4.75	59.38%	\$ 647.24
4.5	56.25%	\$ 613.13
4.25	53.13%	\$ 579.12
4	50.00%	\$ 545.00
3.75	46.88%	\$ 510.99
3.5	43.75%	\$ 476.88
3.25	40.63%	\$ 442.87
3	37.50%	\$ 408.75
2.75	34.38%	\$ 374.74
2.5	31.25%	\$ 340.63
2.25	28.13%	\$ 306.62
2	25.00%	\$ 272.50
1.75	21.88%	\$ 238.49
1.5	18.75%	\$ 204.38
1.25	15.63%	\$ 170.37
1	12.50%	\$ 136.25
0.75	9.38%	\$ 102.24
0.5	6.25%	\$ 68.13
0.25	3.13%	\$ 34.12

EXHIBIT C EVALUATION FORM

Bellevue Union School District
Classified Personnel Evaluation

Name: _____

Status: ☐ Probationary (New Employee)

☐ 4th Month

Position: _____

☐ Permanent (Probationary in New Classification)

☐ 8th Month

Site: _____

☐ Permanent

☐ Annual

Evaluator: _____

Position: _____

Date: _____

Rating Scale: 1 = Below District Standards 2 = Meets District Standards 3 = Exceeds District Standards

<u>*Rating</u>	<u>Performance Factors</u>	<u>Supporting Observation and Evidence</u>
	<u>Job Skills</u> Knows and understands job requirements and procedures; Applies job knowledge Learns new tasks; Gives and accepts cross-training	
	<u>Quality of Work</u> Neat, accurate, and thorough; Uses time and materials effectively and efficiently; Follows District policies and procedures	
	<u>Dependability/Productivity</u> Consistently meets deadlines; Output meets expectations; Demonstrates ownership of job; follows through on assignments; Self-starting and resourceful; Takes initiative	
	<u>Cooperation</u> Works effectively with supervisors and others; Assists others as needed; Uses proper channels of communication	
	<u>Attendance</u> Consistently arrives to work on time; Conforms to assigned work and break times; Demonstrates consistent and regular attendance	
	<u>Attitude</u> Displays interest in work; Accepts responsibility; Seeks growth opportunities; Observes safety rules; Uses respectful tone with staff and students	
	<u>Organization</u> Uses time, resources, and materials effectively and efficiently	

*A rating of 1 requires supporting comments, specific recommendations for improvement. Additional sheets may be attached.

Overall Performance Rating:

☐

Meets or Exceeds District Standards

☐

Provisional (requires a Performance Improvement Plan)

Signature of Evaluator

Date

Evaluator Statement Attached: ☐

Signature of Employee

Date

Employee Statement Attached: ☐

By signing this document, the employee acknowledges having seen and discussed this report with the evaluator. The Employee has the right to attach a statement to this report within 10 days of receiving this document.