



July 1, 2023 – June 30, 2026
COLLECTIVE BARGAINING
AGREEMENT

Between

BANNING UNIFIED SCHOOL DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS CHAPTER 147

Ratified by CSEA Chapter 147 Members on February 21, 2021
Approved by the Banning USD Board of Trustees on February 26, 2021

Table of Contents

ARTICLE 1 - AGREEMENT	1
ARTICLE 2 - RECOGNITION AND UNION SECURITY	3
ARTICLE 3 - ASSOCIATION RIGHTS.....	5
ARTICLE 4 - SAVINGS PROVISION	7
ARTICLE 5 - NO DISCRIMINATION POLICY	8
ARTICLE 6 - LUNCH, CLEAN-UP, & REST PERIODS.....	9
ARTICLE 7 - SAFETY CONDITIONS OF EMPLOYMENT	10
ARTICLE 8 - GRIEVANCE PROCEDURE.....	12
ARTICLE 9 - DISTRICT RIGHTS	16
ARTICLE 10 - DISCIPLINARY PROCEDURES	17
ARTICLE 11 - HOLIDAYS	22
ARTICLE 12 - SALARY AND WAGE.....	24
ARTICLE 13 - HEALTH AND WELFARE BENEFITS.....	28
ARTICLE 14 - LEAVE POLICIES	31
ARTICLE 15 - TRANSFERS, VACANCIES, PROMOTIONS, AND RECLASSIFICATIONS	45
ARTICLE 16 - TRANSPORTATION.....	53
ARTICLE 17 - CHILD ABUSE REPORTING	58
ARTICLE 18 - PERFORMANCE EVALUATIONS & PROBATIONARY PERIODS	59
ARTICLE 19 - LAYOFF AND RE-EMPLOYMENT	61
ARTICLE 20 - COMPLETION OF MEET AND NEGOTIATE.....	67
ARTICLE 21 – USE OF TECHNOLOGY	68
SALARY SCHEDULE.....	71
CALENDARS.....	72
MEMORANDUM OF UNDERSTANDING	75
FORMAL EVALUATION - CLASSIFIED PERFORMANCE ASSISTANCE PLAN	84
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION REPORT.....	85

ARTICLE 1 - AGREEMENT

ARTICLE 1.1

This Agreement is retroactively effective on the 1st day of July 2023 between the BANNING UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT” and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER 147, hereinafter referred to as “CSEA”. The provisions of this contract shall be valid and affect those District employees represented by the CSEA as identified in Article 2.1.

ARTICLE 1.2

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code of the State of California.

ARTICLE 1.3

All notices, statements, or other instruments required by the terms of the Collective Bargaining Agreement or law shall be deemed duly given, served or delivered either upon personal delivery or by mailing the same by United States mail to the party entitled thereto at the address as set forth below:

DISTRICT: Superintendent
Banning Unified School District
161 W. Williams Street
Banning, CA 92220

ASSOCIATION: President, CSEA Chapter #147
c/o California School Employees Association
Address of Record
And
Assigned CSEA Staff Person
c/o California School Employees Association
10211 Trademark Street, Unit A
Rancho Cucamonga, CA 91730

Either party may change the address to which any such notice, statement, or other instrument is required in accordance with the provisions of the Section. This section shall not apply where the terms of the Collective Bargaining Agreement specifically provide some other means of official communication between the parties or where administrative regulations provide other means of notice or communication between the parties.

TERM OF AGREEMENT

This three-year contract shall remain in full force and effect from July 1, 2023 up to and including June 30, 2026. Re-openers for 2024-25 shall be limited to Salary, plus two (2) items; re-openers for 2025-26 shall be limited only to Salary, plus two (2) items, but shall not include Health & Welfare. The contract thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 31st of each year of its request to modify, amend, or terminate this agreement.

ARTICLE 2 - RECOGNITION AND UNION SECURITY

ARTICLE 2.1 - BARGAINING UNIT POSITIONS

The District recognizes the California School Employees Association on its own behalf and on behalf of its Chapter #147 (CSEA) as the exclusive representative of the comprehensive classified bargaining unit, which as of July 1, 2016 shall also include Child Development Assistants and Child Development Teachers. Such recognized unit shall exclude all classifications and positions appropriately designated as certificated, management, supervisory, confidential, substitute, short-term, and other employees excluded from the classified services as defined in Education Code Section 45103 subdivision (b).

ARTICLE 2.2 - PAYROLL DEDUCTIONS

The Association shall have the exclusive right to payroll deductions from individual paychecks, in accordance with the CSEA dues schedule, from members' wages in the classified bargaining unit represented by CSEA.

ARTICLE 2.3 - QUESTIONS REGARDING CSEA MEMBERSHIP OR CSEA DUES

The District shall not interfere with the terms of any membership agreement between CSEA and a District employee with regard to the employee's membership in CSEA. The District shall refer all employee questions about CSEA membership or CSEA dues to the CSEA Chapter President or assigned CSEA Labor Relations Representative. The District shall rely upon written notification from the Association prior to processing any dues revocation request. CSEA shall not unreasonably delay providing notice to the District of any change in the employee's membership status.

ARTICLE 2.4 - CONFIDENTIALITY OF MEMBERS' AND MEMBERSHIP INFORMATION

The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone number, and personal cellular phone number. This provision shall not prevent the District from providing information in response to a lawfully-issued subpoena, court order or other lawful demand for information.

ARTICLE 2.5 - SEPARATION FROM UNIT

The provision of Section 2.2 above (Payroll Deductions) shall not apply during periods when an employee is in out-of-pay status for more than thirty (30) days. If an employee is subsequently compensated for time originally or previously identified as out-of-pay status, the employee's appropriate and regular representational dues or fees for this time shall be deducted and paid to the CSEA.

ARTICLE 2.6 - CHANGES IN DUES

CSEA shall provide the school district with notification of the change in CSEA's base dues, in writing, thirty (30) days prior to the effective date of the change to allow the District an opportunity to make the necessary changes, and CSEA shall provide the District with a copy of the notification of the change that has been sent to all CSEA members.

ARTICLE 2.7 - FORFEITURE OF DEDUCTIONS

If the balance of an employee's wages in any one pay period, after all other involuntary and insurance premium deductions are made is not sufficient to pay deductions required by this agreement, no such deduction shall be made for that period. However, the dues for that pay period remain due and payable by the employee, and the dues for that pay period will be deducted over the next four (4) months, unless otherwise agreed upon by the employee and CSEA.

ARTICLE 2.8 - NEW EMPLOYEE ORIENTATION AND BARGAINING UNIT DATA / AB 119 MOU

The District and CSEA have agreed to an MOU implementing the provisions of AB 119, which is enclosed herein in Appendix C to this collective bargaining agreement. The parties AB 119 MOU includes provisions concerning employee orientation procedures and the regular provisions to the Association of classified bargaining unit data. The date, time, and place of any new employee orientation meeting shall not be disclosed to anyone other than the employees, the CSEA representative, or any vendor contracted to provide a service at the orientation.

ARTICLE 2.9 - INDEMNIFICATION

CSEA and its Chapter 147 agree(s) to indemnify and hold harmless the District against any and all liabilities, claims, or actions which may be brought against the District, the District's Board of Trustees individually or collectively, or the District's officers, employees and/or agents, for any claims made by an employee arising out of or in connection with this Article, including claims made due to payroll deductions made in reliance on information provided by the CSEA to the District to cancel or change membership dues authorization, including reimbursement for all costs, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this Article. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 3 - ASSOCIATION RIGHTS

ARTICLE 3.1

CSEA Labor Relations Representative and/or Association Official shall have the right of access to areas in which bargaining unit employees' work for the purpose of conducting Association business provided that such access does not interfere with the normal work duties of employees. The CSEA Labor Relations Representative and/or Association Official shall notify the site administrator of his or her presence on campus.

ARTICLE 3.2

CSEA Officers shall have the right to use, subject to reasonable regulation, school district bulletin boards, mailboxes, email, and other means of communications and the further right to use district facilities at reasonable times for purposes of meetings concerned with exercise of the rights guaranteed by Chapter 10.7, Division 4, Title I, of the Government Codes as enacted in 1975 and any amendments thereto. In the exercise of these rights, CSEA agrees to provide the site administrator notification of such exercise.

ARTICLE 3.3

The Association will be recognized as the exclusive representative of District employees with regard to their employment relationship with the District. Subject to the terms of this Agreement, this shall include, but not be limited to, the negotiating of matters within the scope of representation, the processing of grievances, and disciplinary meetings.

ARTICLE 3.4

The District shall provide release time with pay for chapter delegates to attend the annual CSEA convention. Existing District leave policies shall apply to this section. The District shall also grant a maximum of one hundred fifty (150) hours of paid leave of absence each fiscal year, without loss of compensation, to Elected Officers and to a reasonable number of CSEA unit members, for the purpose of enabling an employee or employees to attend important organizational activities authorized by CSEA. Beyond the maximum one hundred and fifty (150) hours of release time, the Association will reimburse the District for all compensation paid to the employee during such leave. The District shall also afford all night-shift bargaining unit workers no more than one (1) hour of release time once per month to attend CSEA general membership meetings or CSEA ratification meetings, as applicable, without loss of compensation, and without use of the employee's personal sick leave or vacation leave. Night-shift employees may combine the release time for monthly CSEA meetings provided for under this section, with his/her lunch time on the day of the CSEA meeting. CSEA will provide the District with verification that night-shift bargaining unit workers have attended the meeting. All of the release time stated above is separate and apart from that designated above for the annual CSEA convention. The CSEA Chapter

[Return to contents](#)

President shall notify the Superintendent, in writing, no less than five work days prior to the CSEA activity of the need for release time specified under this section. The Parties agree to revisit the release time specified in this section no later than June 30th of each year. The District shall provide release time with pay for up to four chapter delegates (inclusive of alternates) to attend the annual CSEA convention. Existing District leave policies shall apply to this section.

ARTICLE 3.5

The Association shall receive statutory release time for meeting and negotiating, for the processing of grievances, and reasonable release time for disciplinary representation. The Chapter President and individuals designated by the president shall be permitted to leave the normal work area in accordance with this section for the purpose of processing grievances and investigatory or disciplinary representation, after consulting with his/her supervisor. In the event that the President/designee's schedule/workload renders him/her unable to immediately leave the work site, the supervisor and the president/designee shall identify a more appropriate time within five working days for him/her to leave the work area.

Pursuant to Weingarten, any unit member shall be entitled to union representation upon request during any interview that may reasonably be believed to lead to disciplinary action.

PRINTING AND DISTRIBUTION

ARTICLE 3.6

The District shall provide each CSEA representatives(s) and/or officers a copy of all rules, regulations, memorandum, and directives affecting unit members at no charge.

ARTICLE 3.7

The District shall provide CSEA with a sufficient number of copies of this Agreement for each current employee and each new employee entering the bargaining unit. Due to the passage of AB 119, CSEA and the District have agreed to a Memorandum of Understanding (MOU) providing for new employee orientation and bargaining unit data, which shall be included as Appendix C in this Agreement.

ARTICLE 4 - SAVINGS PROVISION

ARTICLE 4.1

If any provisions of this Agreement are held to be contrary to law by a court, that provision shall be deemed invalid, but all other provisions shall continue in full force and effect.

ARTICLE 4.2

In the event future court rulings or PERB decisions render any provisions of this Agreement beyond the scope of bargaining, the parties shall meet and negotiate within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 4.3

If the legislature, during the term of this Agreement, expands the scope of negotiations, the parties shall meet and negotiate upon the request of CSEA, regarding the subjects thus added to the scope of negotiations.

ARTICLE 5 - NO DISCRIMINATION POLICY

Neither the District nor the Association shall unlawfully discriminate against any employee on the basis of sex, gender, age, religion, sexual orientation (as defined by law), gender, marital status, ethnic group identification, national origin, race, ancestry, color, mental or physical disability, status of union membership, or any other protected class or activity (as provided by state and federal law).

ARTICLE 6 - LUNCH, CLEAN-UP, & REST PERIODS

ARTICLE 6.1

Lunch period shall normally be thirty (30) minutes and will be taken at a convenience of the job being performed and as close to midway of the workday as possible. There will be allowed reasonable clean-up time prior to taking lunch period. Lunch and rest periods must be taken separately, and cannot be combined or taken back-to-back.

Employees authorized to operate District vehicles are permitted to use their vehicle to secure lunch from a local business within District boundaries not to include personal residences. This privilege is contingent upon the following conditions:

1. Lunch Period Commencement: The lunch period commences upon the completion of any required clean-up duties and the employee's departure from their current work area.
2. Supervisor Notification: Prior to utilizing the District vehicle for the purpose of obtaining lunch, employees must notify their supervisor of their intent to do so.

All use of District vehicles for lunch purposes must comply with these stipulations and any other relevant District policies.

ARTICLE 6.2

All employees shall be granted a paid rest period of no less than fifteen (15) minutes, once during each three hours and thirty minutes (3.5 hours) period. Rest periods cannot be combined and shall not be taken during the thirty (30) minutes at the beginning or ending of the Employee's shift. Rest periods shall be taken at the Employee's current work site at the time the break is taken.

ARTICLE 6.3

Establishment of Annual Employee Scheduled Work Hours

The District shall make all reasonable efforts to notify employees of any scheduled work hour changes at least ten (10) days prior to the end of the work calendar. Based on enrollment, student, and programmatic needs, employee scheduled work hours (Shift Start Time) may be changed within the first ten (10) days of the academic school year and will take effect ten (10) days after notification.

ARTICLE 7 - SAFETY CONDITIONS OF EMPLOYMENT

ARTICLE 7.1

The District will make reasonable efforts to comply with the applicable health and safety requirements as provided by CAL-OSHA.

7.1.1 The parties agree that, per California law, all time periods before and after regular work shifts when the employee is still subject to employer oversight such as pre-entrance health screenings, clock in and clock out, preparatory time, roll out, cleanup time, or compulsory travel time shall be compensated at the employee's regular or overtime rate, as applicable.

ARTICLE 7.2 - SAFETY EQUIPMENT AND UNIFORMS

Safety Equipment and uniforms required to be worn by employees of the District shall be provided to employees at District expense. Safety shoes shall be provided for food service, security, nurses, mechanics, maintenance, grounds, bus/van drivers, custodians, technology, delivery and warehouse employees from District approved selections and vendors. Employees will be reimbursed up to a maximum of \$130 every twelve (12) months to purchase their own shoes when the District does not have an assigned shoe program provider.

Uniforms will be worn exclusively for work performed for Banning Unified School District by those in the maintenance, security, technology, custodial, transportation, and grounds classifications. Employees in the above classifications must wear safety shoes at all times when on duty at their work assignment. All uniforms will be returned upon separation of employment. All employees shall not wear District uniforms on non-work days and/or to perform work outside of the District. Employees shall not deviate from the District provided uniforms outlined below:

7.2.1 Security Classifications. The District will provide the following for each bargaining unit employee in the security classifications as follows:

- a. Five pairs of pants
- b. Five short-sleeve polo shirts
- c. Two jackets (one windbreaker and one internally lined jacket)
- d. Two District-branded head coverings (one ball cap and one knit cap)
- e. One high-visibility, security branded, safety vest to be worn over uniform
- f. One security branded rain suit
- g. One nylon belt

7.2.2 Technology Classifications. The District will provide uniforms that have a minimum of a 50% cotton content for safety purposes for each classified employee in the technology classifications, distinct to technology classifications, as follows:

- a. Five pairs of pants
- b. Five short-sleeve polo shirts
- c. Two jackets (one windbreaker and one internally lined jacket)

7.2.3 Maintenance Classifications. The District will provide uniforms that have a minimum of 50% cotton content for safety purposes for each classified employee in the maintenance classifications, including maintenance, custodial, grounds, and mechanics as follows:

- a. Eleven pairs of pants
- b. Any combinations of short and long-sleeved buttoned and collared shirts (Minimum of 2 long-sleeved) [Custodial excluded from the minimum]
- c. Two jackets (one windbreaker and one internally lined jacket)

7.2.4 Transportation Classifications. The District will provide uniforms that are light weight, moisture wicking and breathable for each bargaining unit employee in the Driver classifications as follows:

- a. Five bottoms
- b. Five shirts
- c. Any combination of short and long-sleeved polo shirts and any combination of shorts and pants.
- d. Two jackets (one windbreaker and one internally lined jacket)

7.2.5 Maintenance of Uniforms. The District shall maintain an account to have the mechanics, maintenance, grounds, and custodial uniforms locally laundered. Employees will turn in all clothing worn the previous week on Friday. The cleaned clothing will be returned to the employee the following week. The District shall also pay for all uniforms replacements as necessary by damage and wear and tear. The District shall ensure that the full and complete cost of providing and maintaining uniforms is reported to CalPERS as part of the employee's compensation package.

ARTICLE 7.3 - SAFETY COMMITTEE

There shall be established a safety committee for the purpose of reporting unsafe conditions and practices to employees and management. The committee's membership shall be composed of an equal number of members being named by the Union and the District.

ARTICLE 7.4 - REPORTING OF ACCIDENT OR INJURY

Each employee shall be responsible for reporting an accident to his supervisor before the end of the work day or if working beyond their assigned work hours, the incident should be reported immediately, but no later than twenty four (24) hours, unless hospitalized. Forms shall be made available by the supervisor.

ARTICLE 8 - GRIEVANCE PROCEDURE

ARTICLE 8.1 DEFINITIONS

8.1.1 GRIEVANCE: A grievance is an allegation by a unit member or members or by the Association and/or Association president or president's designee that he/she/they have been adversely affected by a violation of the specific provisions of this Agreement.

8.1.2 HE/SHE/THEY: The phrase “he/she/they” includes a unit member or members upon whose behalf the Association, or the Association president or designee files such a grievance.

8.1.3 DAY: A day upon which the District Office is open for business.

8.1.4 IMMEDIATE SUPERVISOR: The lowest level supervisor or management employee having immediate jurisdiction over the grievant.

ARTICLE 8.2 - GENERAL

Actions to challenge or change the policies of the District as set forth in written Board Policies or Administrative Regulations and Procedures must be undertaken under separate legal process. Other matters for which a specific method of review is provided by law, by the Rules and Regulations of the Board of Trustees or by the Administrative Regulations and Procedure of this District are not within the scope of this procedure. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

ARTICLE 8.3 - GRIEVANCE LEVELS

8.3.1 INFORMAL LEVEL: A unit member’s grievance shall be submitted orally in an informal conference with the member’s immediate management supervisor within twenty (20) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance.

8.3.2 LEVEL I: No later than ten (10) days following the act or omission giving rise to the grievance; or, no later than ten (10) days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor. The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the Agreement allegedly involved, and the specific remedy sought. The immediate supervisor shall communicate a written decision

to the employee within ten (10) days after receiving the grievance. Within the above time limits, either party may request a personal conference with the other party.

8.3.3 LEVEL II: In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Superintendent or his/her designee within ten (10) days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance. The Superintendent or his/her designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the above time limits, the grievant may automatically proceed to the next level.

8.3.4 OPTIONAL LEVEL III: If both the District and Association agree, the parties may utilize the services of a mediator appointed by the State Mediation and Conciliation Service prior to proceeding to binding arbitration for a particular grievance. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. At the outset of this process, the mediator shall schedule and hold an Informal conference at which time the parties to the grievance shall submit to the mediator a clear, concise written statement of the reasons for his/her appeal to the mediation process. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance. Costs for the services of the mediator, if any, shall be borne equally between the parties. All other costs will be borne by the party incurring them.

8.3.5 LEVEL IV: If the grievant is not satisfied with the disposition of the grievance at Level II (or in the event of mediation, Level III), the grievant if not the Association may, within ten (10) days after the mediation conference closes, request in writing to the Association that CSEA submit the grievance to binding arbitration. A copy of such request shall be simultaneously served upon the Superintendent. Within thirty (30) calendar days after receipt of such request to the Association from the grievant (if not CSEA) the Association, by written notice to the Superintendent, may elect to submit the grievance to binding arbitration.

8.3.6 PROCEDURES FOR BINDING ARBITRATION. If the parties cannot agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Within ten (10) days of receiving the list, the Association shall either meet with the District's representative or telephone the District's representative to select an arbitrator. The parties shall alternately delete from the list until one (1) name remains, and said last named shall be selected as the arbitrator. Within fifteen (15) days of selecting the arbitrator, the Association shall submit to the District a list of five (5) alternate hearing dates, which shall be forwarded to the arbitrator.

8.3.6.1 The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions, and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. In the event the issue of arbitrability is raised, it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.

8.3.6.2 The arbitrator's decision shall be submitted to the District and CSEA for review and implementation.

8.3.6.3 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

ARTICLE 8.4 - REPRESENTATION

8.4.1 GRIEVANT REPRESENTATION. A unit member may be represented at all levels of the grievance procedure by himself/herself or, at his/her option, by a representative provided by the Association. If a unit member is not represented by the Association or its representative, the District shall not agree to a resolution of the grievance without first providing the Association with a copy of the grievance, the proposed resolution, and an opportunity to respond.

8.4.2 REPRESENTATIVE CONDITIONS. The Association will exclusively receive time off from duties for the processing of grievances herein for unit members who are designated as Association representatives, subject to the following conditions:

8.4.2.1 By no later than thirty (30) days following the effective date of this Agreement, the Association shall designate in writing to the Superintendent the names of five (5) unit members who are to receive the time off; changes shall be given to the Superintendent in writing as they occur. In addition to the five (5) names, the Association may, on an annual basis, provide the district with two (2) additional names for "trainees" subject to the following conditions: (a) the trainees shall not be current listed union stewards; (b) the trainees may attend meetings hereunder only as observers accompanying a listed union steward for up to five (5) grieved issues; and (c) the appropriate listed job steward will notify the management representative in advance that he or she is planning to bring a trainee.

8.4.2.2 Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary.

8.4.2.3 That time off shall be limited solely to one (1) designee representing a Grievant, and the grievant, in a conference with a management person; one (1) job steward trainee (upon request) may also attend the conference provided, however, that the trainee and the designee are not from the same school site or department; and

8.4.2.4 Under no circumstances shall this time off be used for matters such as Investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.

ARTICLE 9 - DISTRICT RIGHTS

ARTICLE 9.1

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organizational structure; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided; and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations, maintenance and transportation; determine the curriculum; design, build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, and for just cause to terminate, demote, suspend, and discipline employees. This provision in no way limits other District powers as granted by law.

ARTICLE 9.2

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms are in conformance with law. In addition to the above rights, the District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency, limited, however, to the duration of the emergency. An emergency is a temporary situation in which the health and safety of students, employees, and community members and/or district facilities is in peril, and extraordinary actions are necessary in order to immediately address the emergency. Example of “emergencies” include, but are not limited to, the following: act of God, natural disaster, act of war or terrorism, declaration of martial law, insurrection, revolution, flood, earthquake, fire, utilities failure, epidemic, plague and/or other public health crisis. In the event of such emergency, the District agrees to meet and negotiate with CSEA within thirty (30) days of the conclusion of the emergency over those topics within the scope of representation, including restitution for employees, due to the temporarily modified, amended or rescinded policies and practices that occurred during the emergency. The determination of whether or not an emergency exists is solely within the discretion of the Governing Board and is expressly excluded from the provisions of Article 8.

The exercises of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District’s right or preclude the District from exercising the right

ARTICLE 10 - DISCIPLINARY PROCEDURES

ARTICLE 10.1 - GROUNDS OF DISCIPLINE

The following are examples of performance or behavior that may result in disciplinary action. This list is representative and does not exhaust all possible situations where disciplinary action may be required.

- a. Dishonesty, including but not limited to any deliberate falsification or misrepresentation, misleading, or incorrect information in connection with the preparation of the District records such as employment applications, time sheets, or payroll records.
- b. Stealing, sabotage, willful damage, abuse, or destruction of District property, tools, or equipment, or the property or equipment of supplier, customer, or another employee.
- c. Removal of District property or the property of others without proper authorization.
- d. Use, possession, sale, or being under the influence of alcohol or illegal drugs during assigned working hours or while on District property, or reporting to work under the influence of alcohol or illegal drugs.
- e. Unauthorized use, possession, conveyance, or storage of any firearms, explosives, or other dangerous weapons.
- f. Insubordination, including actions involving a resistance to, or defiance of, or refusing to carry out a superior's lawful orders.
- g. The use of offensive, abusive or threatening language toward fellow employees, supervisors, suppliers, customers, members of the public, or students.
- h. Fighting, coercing, interfering with or threatening bodily injury to other employees, supervisors, suppliers, customers, members of the public, or students.
- i. Sleeping during assigned working hours.
- j. Negligence or recklessly causing damage to or loss of District property or the property of others.
- k. Unsatisfactory or negligent job performance.
- l. Any act which endangers, or tends to endanger, the health, safety or the life of an employee or others or interferes with the proper completion of work by the District or by other employees, including failure to obey District health and safety rules.
- m. Misuse or abuse of leaves of absence, including but not limited to, pattern and/or frequency of usage, or where it is reasonable to conclude that absences are not due to reason(s) for which such leave is authorized.
- n. Excessive or unexcused absenteeism or tardiness.
- o. Unsafe operation of any motor vehicle or machinery on District property or while in the District service.
- p. Inappropriate use of technology not in accordance with District Policy or in accordance with the mission of the District.
- q. Smoking on District grounds or property and/or while operating District vehicles or equipment.
- r. Altering or tampering with any machine's safety device.

- s. Signing another employee's time sheet or altering or defacing one's own time sheet or that of another employee.
- t. Non-compliance with applicable immigration and naturalization laws and regulations.
- u. Conviction of a sex or narcotics offense as prescribed by the relative provisions of the Education Code and Health and Safety Code, or other felony; a plea of guilty, or conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section, unless the employee has completed a court-mandated diversion program.
- v. Violation or refusal to obey District Policies, Rules, Regulations and/or management directives, or any appropriate Federal, State or local governmental agencies' laws or regulations.
- w. Abandonment of position: Five (5) consecutive workdays.

ARTICLE 10.2 - DISCIPLINE

Discipline shall be defined as termination of a permanent employee, or suspension without pay, involuntary demotion and/or involuntary transfer taken for punitive or disciplinary reasons or other remedy other than oral warning, written report of incident, or written reprimand of any classified employee. The existence of forms of discipline, short of termination, in no way limits the District's authority to terminate an employee for serious offenses, or for repeat conduct, behavior, or performance. The District reserves all rights guaranteed to it under Education Code concerning the termination or discipline of probationary employees. Layoffs, reduction in assigned time in lieu of layoff, voluntary demotions and bumping are not considered "Discipline".

ARTICLE 10.3 - IMMEDIATE DISCIPLINE

Employees may be immediately relieved from duty when, through their own action, they have created situations wherein they may not reasonably be expected to perform competently, or where their continued presence poses a threat to their own health or safety and/or the health and/or safety of others. Such conditions include, but are not limited to:

- a. Reporting to work intoxicated or in physical or mental condition that would impair performance.
- b. Assaultive behavior (e.g. a demonstration of an unlawful intent by one person to inflict immediate injury on the person of another then present) or insubordination (e.g. willful failure to obey a lawful directive from a superior) where immediate suspension is necessary to restore and/or maintain order and discipline.

In such conditions, the pre-disciplinary process should be initiated as soon as possible, but need not occur prior to relieving the employee from duty without loss of compensation. At the discretion of the District, such employee may be allowed to return to work at any time pending the pre-disciplinary process.

10.3.1 Abandonment of Position. Any permanent classified employee who is willfully absent without a valid, demonstrable reason from his/her regular work assignment for five (5) consecutive working days without notification to the District shall be considered to have abandoned his/her job. In such an event, disciplinary notice and the right to respond as per Articles 10.5.1 through 10.5.4 shall be initiated as soon as possible if and when an employee seeks to return to work, but need not occur prior to relieving the employee from duty without compensation. Nothing in this paragraph waives the employee's rights under Article 10.7 to a hearing regarding any decision on the part of the District to terminate the employee deemed to have abandoned his/her job.

ARTICLE 10.4 - EMPLOYEE RIGHT TO REPRESENTATION

Any time an employee is to be disciplined or to be interviewed concerning a matter which the employee has reason to believe may lead to discipline, he/she has the right to representation. It is the employee's responsibility to request this representation, and any failure to request such will constitute a waiver of the right to representation at this stage.

ARTICLE 10.5 - PRE-DISCIPLINE POLICY

The pre-discipline policy will apply in all cases of termination, involuntary demotion, suspension without pay, or involuntary transfer taken for punitive or disciplinary reasons.

10.5.1 NOTICE OF PROPOSED ACTION: The employee will receive a written notice of the proposed disciplinary action.

10.5.2 REASONS FOR PROPOSED ACTION: The employee will be given the reason(s) for the proposed disciplinary action.

10.5.3 MATERIALS SUPPORTING PROPOSED ACTION: The employee will be given a copy of, or be provided access to written materials, reports, and documents, if any, upon which action is based.

10.5.4 RIGHT TO RESPOND: The employee will be accorded his/her "Skelly" right to respond, either orally or in writing or both, either in person or through a representative, within a reasonable time period (ten [10] days in most instances), and to a level of management who can effectively recommend that the proposed disciplinary action be taken or not taken.

ARTICLE 10.6 - NOTICE OF DETERMINATION

Following the "Skelly" conference, the employee will receive a written Notice of Determination of Discipline, giving the allegation(s), the determination as to the charges, the level of disciplinary action to be received, the Board's action, the final admonition(s) as applicable, and appeal rights. The employee will be notified even if no disciplinary action is to be taken.

ARTICLE 10.7 - HEARING ON SUSPENSION, INVOLUNTARY DEMOTION OR DISMISSAL OF PERMANENT EMPLOYEES

This section applies only to permanent employees. The District reserves all rights guaranteed to it under Education Code concerning the termination or discipline of probationary employees.

10.7.1 REQUEST FOR HEARING. The Notice of Determination of Discipline shall notify the employee of his/her right to hearing as provided in this article. The employee or his/her representative may submit a request to the Superintendent or his/her designee in writing within ten (10) working days after service of the Notice of Determination of Discipline. A form shall be provided to the employee with the statement of charges, the signing of which shall constitute a demand for a hearing.

10.7.2 The Board's designee shall, within twenty (20) calendar days after receiving the request for hearing, schedule a hearing date before a Board-appointed Hearing Officer. The employee shall be given at least ten (10) working days written notice of the time and place of the hearing and such hearing shall be closed unless the employee submits a written request for public hearing.

10.7.3 The Hearing Officer shall preside over the hearing and rule on questions of procedure and evidence. Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her.

10.7.4 The hearing need not be conducted according to technical rules relating to evidence and witnesses but should conform with the generally accepted guidelines of full evidentiary hearings such as those utilized by the American Arbitration Association (AAA). Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.

10.7.5 The Hearing Officer's decision shall be advisory and in writing and shall set forth his/her findings of fact, his/her reasoning, and conclusions. The Hearing Officer's authority shall be limited to deciding the issues submitted by the parties; the Hearing Officer shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this agreement or the written policies, rules, regulations, and procedures of the District.

ARTICLE 10.8 - BINDING ARBITRATION

10.8.1 As an alternative to the procedure set forth in Section 10.7 above, CSEA may request to submit the appeal to binding arbitration. CSEA must submit such a request in writing to the Assistant Superintendent, Personnel Services within thirty (30) calendar days after the employee is served with the Notice of Determination of Discipline.

10.8.2 The Binding Arbitrator shall be selected by the mutual consent of the District and the Association. If the parties are unable to mutually agree upon the selection of an arbitrator, the District shall contact the California State Mediation and Conciliation Service (CSMCS) to request a panel of seven (7) individuals preferably with experience in public school district discipline. Within ten (10) working days of receiving the list, the employee or his/her designated representative shall either meet with or telephone the District's representative to select an arbitrator. The parties shall alternatively delete from the list until one (1) name remains, and the last name remaining shall be selected as the arbitrator. The District representative shall promptly notify CSMCS of the parties' selection.

10.8.3 The Binding Arbitrator shall conduct the hearing in accordance with 10.7.3 through 10.7.5 above, and the Binding Arbitrator's authority is subject to the same limitations as provided for in 10.7.4 through 10.7.5 above, except that the arbitrator's written decision shall be final and binding. The Arbitrator will be instructed to, if possible, render a decision within forty-five (45) days of the closing of the record.

10.8.4 The fees and expenses of the Binding Arbitrator shall be paid one-half (1/2) by the District and one-half (1/2) by the Association.

ARTICLE 10.9 - FAILURE TO APPEAR

Failure by the employee to appear in person for any scheduled hearing under sections 10.7 or 10.8 of this article shall constitute a waiver of the employee's right to a hearing to appeal the disciplinary action.

ARTICLE 10.10 - DISCIPLINE POLICY APPLICATION

This procedure shall not be construed to diminish the District's authority to take disciplinary action in accordance with the law, including such actions as are authorized by Education Code Sections 44010, 44011, and 44940.5.

ARTICLE 11 - HOLIDAYS

ARTICLE 11.1 - SCHEDULED HOLIDAYS – CLASSIFIED K-12 EMPLOYEES

The District agrees to provide all K-12 classified employees in the bargaining unit with the following paid holidays during their work year. Reference: Education Code Section 45203 (A), (B), (C), (D), (E), (F), (G), and (H).

11.1.1 New Year’s Day	January 1 or as per legal holiday
11.1.2 Martin Luther King, Jr.	3rd Monday or as per legal holiday
11.1.3 Lincoln’s Day	February 13 or as per legal holiday
11.1.4 Washington’s Day	Third Monday in February
11.1.5 Spring Recess	Good Friday
11.1.6 Memorial Day	Last Monday in May
11.1.7 Juneteenth	June 19 or as per legal holiday
11.1.8 Independence Day	July 4
11.1.9 Labor Day	First Monday in September
11.1.10 Veteran’s Day	November 11 or as per legal holiday
11.1.11 Thanksgiving	Thursday proclaimed by the President
11.1.12 Friday after Thanksgiving	
11.1.13 Christmas Day	December 25
11.1.14 Floating Holiday	December 24 (Unless Christmas is on Saturday or Sunday)
11.1.15 New Year’s Eve	December 31 st (Unless New Year’s Eve is on a Saturday or Sunday, then the prior Friday or following workday shall be observed).

ARTICLE 11.2 - SCHEDULED HOLIDAYS - PRESCHOOL WORKERS AT FLORIDA STREET ONLY

The District agrees to provide all bargaining unit preschool workers at the Florida Street Discover Center the following paid holidays during their work year.

11.2.1 New Year’s Day	January 1 or as per legal holiday
11.2.2 Martin Luther King, Jr.	Floating Holiday
11.2.3 Lincoln’s Day	February 13 or as per legal holiday
11.2.4 Washington’s Day	Third Monday in February
11.2.5 Spring Recess	Floating Holiday
11.2.6 Memorial Day	Last Monday in May
11.2.7 Juneteenth	June 19 or as per legal holiday
11.2.8 Independence Day	July 4

11.2.9 Labor Day	First Monday in September
11.2.10 Veteran's Day	November 11 or as per legal holiday
11.2.11 Thanksgiving	Thursday proclaimed by the President
11.2.12 Friday after Thanksgiving	
11.2.13 Christmas Day	December 25
11.2.14 Floating Holiday	December 24 (Unless Christmas is on Saturday or Sunday)
11.2.1 New Year's Eve	Floating Holiday (Unless New Year's Eve is on a Saturday or Sunday, then the prior Friday or following workday shall be observed).

Floating Holiday may be scheduled and used as vacation days as per the provisions found in Article 14.1, et. al., of this Agreement.

ARTICLE 12 - SALARY AND WAGE

ARTICLE 12.1 - SALARY

All classified bargaining unit employees shall receive one-time \$800 off-schedule payment retention incentive for the 2025-26 fiscal year. The one-time off salary schedule payment will be issued to Unit Members active on October 1, 2025, payments shall be provided on or before but no later than October 31, 2025. This payment shall be paid out on a separate check apart from the employees normal pay warrant.

ARTICLE 12.2 - SALARY SCHEDULE

The salary schedule effective July 1, 2023, will increase by 2.0% as ongoing on the salary schedule, effective July 1, 2025.

ARTICLE 12.3 - SALARY STEPS

All newly hired CSEA unit employees will be hired at a step commensurate with their training and experience not to exceed Step C.

ARTICLE 12.4 - LONGEVITY STEPS

Employees who complete seven years with the District shall receive a 5% longevity increase beginning their eighth year of service. Employees who complete nine years with the District shall receive a 7.5% longevity increase beginning their tenth year of service. Employees who complete fourteen years with the District shall receive a 7.5% longevity increase beginning their fifteenth year of service. Bargaining unit employees who complete twenty years with the District shall receive a 1.5% longevity increase beginning their twenty-first year of service, a 1.5% longevity increase beginning their twenty-sixth year of service, and 1.5% longevity increase at the beginning of their thirty first year of service. Longevity increases shall be compounded and shall be included as a longevity schedule on the salary schedule, and shall be granted notwithstanding the employee's individual range or step placement on the salary schedule.

ARTICLE 12.5 - OVERTIME/CALL-BACK TIME

Full-time District employment is based upon a forty (40) hour work week consisting of five (5) successive eight (8) hour paid work days per week.

12.5.1 These hours may be extended, by prior approval of the immediate supervisor, to an overtime status to carry on the business of the District. These overtime hours shall be compensated at a rate of one-and-one-half (1 1/2) the regular rate of pay of the employee designated and authorized to perform the overtime.

12.5.2 Call-back time is non-scheduled working time for a guaranteed minimum amount of hours for reporting to work at the District's request in a critical or emergency situation. Call-back time must be ordered and authorized by the employee's immediate supervisor.

12.5.3 A regular employee who works authorized call-back time shall be paid for a minimum of two (2) hours at the rate of one-and-one-half (1 1/2) times his/her regular hourly rate of pay, if such time exceeds eight (8) hours per day or forty (40) hours per week.

12.5.4 It is the responsibility of the employee's immediate supervisor to differentiate on the time card between call-back and overtime.

12.5.5 Employees who must work in a critical or emergency situation on Saturday shall be paid a minimum of two (2) hours at a rate of one-and-one-half (1 1/2) times his/her regular hourly rate. Employees who must work in a critical or emergency situation on Sunday shall be paid a minimum of two (2) hours at the rate of two (2) times his/her regular hourly rate. The preceding is in force only if the twenty (20) hour work week has been completed as defined in 12.5.6 below.

12.5.6 The Employees who work more than eight (8) hours in any one workday or more than forty (40) hours in any one workweek will be paid at the rate of one-and-one-half (1 1/2) times their regular rate. For four (4) hours or greater employees, all hours worked by those employees on a sixth and/or seventh consecutive day following a five (5) day workweek shall be compensated for at the applicable overtime rate.

12.5.7 Employees who must work beyond forty (40) hours per week or eight (8) hours per day shall first have obtained prior District approval and shall receive compensation at the rate of one-and-one-half times the daily rate, or compensatory time as per Article 14.7.5 below.

12.5.8 Drivers who must drive extra trips on Sundays shall be paid at the rate of two (2) times their regular hourly rate for actual driving time.

ARTICLE 12.6 - DIFFERENTIAL

All six (6) hour or more per day employees who are assigned by the District to the swing or graveyard shifts shall receive a shift differential of five percent (5%) above their base salary. Employees whose shift starts at or after 2:30 p.m. are entitled to shift differential compensation. The shift differential provisions do not apply to extra duties that are offered on a rotational basis or to attendance at conferences.

ARTICLE 12.7 - HIGHER JOB CLASSIFICATION

Whenever the District requires higher classification work in any department for more than five (5) days in any fiscal year, employees actually working in a higher classification shall be paid the higher rate from the sixth (6th) day of required work in each fiscal year.

ARTICLE 12.8 - PAY PERIODS

All employees shall be paid monthly.

ARTICLE 12.9 WORK YEAR

Employee Work Year	Work Days	Base Vacation Days	Paid Holidays	Total Paid Days
208 Day Employees	185	10	13	208
219 Day Employees	196	10	13	219
238 Day Employees*	213	11	14	238
261 Day Employees**	234	12	15	261

*Juneteenth Holiday, but not July 4th Holiday

**Both Juneteenth and July 4th Holiday

12.9.1 Workdays do not include paid holidays

12.9.2 The number of workdays for each position follows in Appendix B.

12.9.3 Employees who are in paid status on the workday immediately preceding or immediately following the July 4th Holiday shall be afforded Independence Day as a paid holiday.

ARTICLE 12.10 - CLASSIFIED EMPLOYEE MINIMUM DAYS AND COMP TIME

Any employee whose site supervisor requires that they work a full day schedule instead of the minimum day schedule for employees will accrue comp time equal to one-and-one-half (1.5) times the hours worked beyond the employee’s minimum day requirement per the language in article 14.11, or be paid overtime. Classified employee minimum day is defined as the last day before Christmas Recess, Spring Recess, and Summer Recess.

HOURS FOR CLASSIFIED EMPLOYEE MINIMUM DAY

<u>Hours Usually Worked</u>	<u>Minimum Day Hours Required</u>
8	6 Hours
7	5 Hours 15 Minutes
6	4 Hours 30 Minutes
5	3 Hours 45 Minutes
4	3 Hours
3	2 Hours 15 Minutes
2	1 Hour 30 Minutes

ARTICLE 12.11 – WEED ABATEMENT STIPEND

- a) The District agrees to pay \$1,200 annual weed abatement stipend, payable twelfth, to up to two Grounds Persons I or II who have themselves qualified, and who can qualify the District, with the State of California to apply weed abatement chemical application.
- b) In the event there are not two Grounds Persons I or II qualified to perform weed abatement on behalf of the District, the District may utilize another bargaining unit employee(s) in the Maintenance and Operation Department.
- c) Stipends shall be limited to one recipient per grounds crew; if more than one on a crew is qualified, the weed abatement stipend shall be given to the person who first obtained his or her qualifications and who performs the weed abatement chemical application.
- d) In the event no Grounds Person I or II employees qualify for the weed abatement stipend, or elects to perform the duties, the District shall select another qualified employee(s) from the Maintenance and Operations (M&O) Department if any.
- e) If there are no M&O employees who are qualified with the state of California to perform weed abatement, or who do not wish to perform such services, the District shall be permitted to hire an outside vendor or contractor for weed abatement services until which time a qualified candidate(s) among M&O candidate is found.

ARTICLE 13 - HEALTH AND WELFARE BENEFITS

ARTICLE 13.1 - AVAILABLE PLANS

The Banning Unified School District (“District”) and the California School Employees Association, Chapter #147 (“Association”) hereby agree as follows:

13.1.1 The plans to be offered in any given plan year will be chosen among any or all REEP plans available to Banning Unified School District and shall be chosen at the discretion of the CSEA Chapter 147 members for medical, dental, vision, and life insurance plans. The REEP plans selected must be consistent with the REEP agreement.

Starting July 1, 2020, the following REEP plans will be offered to all classified bargaining unit employees:

<u>Type of Coverage</u>	<u>Plan Name</u>
Anthem/Blue Cross	HMO Plan 20 HMO Plan 30 HMO Plan 40
Kaiser	Kaiser High Option #1 HMO Kaiser Low Option #2 HMO
Delta	Delta Dental Plan Delta Dental Incentive
Anthem	Anthem Dental
Medical Eye Service	MES Plan
Met Life Insurance	\$50,000 (employee only)

13.1.2 Beginning July 1, 2025, the District’s maximum contribution (i.e. the “cap”) towards the actual cost of an employee’s Health Benefits shall be up to a maximum of \$13,750 per year per full-time employee, pro-rated by working hours as per Article 13.1.4 below. Effective July 1, 2017, any seven (7) hour or greater benefit-eligible classified bargaining unit employee who demonstrates proof of alternative health insurance coverage through a spouse, parent or other alternative coverage, may waive District coverage and receive a stipend of \$3,750. The District shall apply savings generated by waivers from seven hour or greater classified employees who do not receive (i.e. waive) health and welfare benefits to offset health benefit cost increases that occur during the year for which the waivers apply. The savings from waivers will be determined by July 1st at the beginning of each fiscal year to be applied to the same year’s cap. The savings from said program shall not accumulate from year to year. It is the clear intention of both parties that all of the savings generated by the waiver of benefits program shall be applied against health benefit cost increases during the year for which the waivers apply before any payroll deduction for premium costs is implemented. Any such payroll deduction for premium costs shall be calculated, unless agreed otherwise, based upon composite rates for the plan selected by the unit

member. The District shall implement an IRC 125 plan to assist unit members with any such payroll deductions.

13.1.3 The Association consents to the District's participation in the Regional Employer/Employee Partnership for Benefits ("REEP") effective July 1, 1997, unless an alternative provider is chosen by the parties through a competitive bidding process. Unless and until negotiated otherwise, all insurance benefits available to unit members will be available only through REEP pursuant to REEP rules and regulations including but not limited to participation in the District Insurance Committee. The District Insurance Committee is advisory only and their recommendations shall be submitted to each bargaining team for negotiation.

13.1.4 A full-time employee is defined as an employee regularly assigned eight (8) hours per day. The district's pro-rata contribution on behalf of less than full-time bargaining unit members shall be determined by dividing the part-time unit member's working hours per day by six (6), (e.g., a five [5] hour employee is entitled to five sixths [5/6] of the contribution). Classified employees working less than eight (8) hours and more than six (6) hours who elect a Kaiser HMO or Blue Cross HMO (and no dental and vision) shall have a district pro-rata contribution of ninety-eight percent (98%) of the District's eight hour maximum contribution which the employee can then apply entirely to medical insurance premium coverage. If a benefit-eligible, less than full-time unit member elects not to participate in a medical plan, the District's contribution toward health insurance contributions may be applied to cover the cost of the full premium for one Dental and/or Vision Plan and/or Life Insurance Plan offered in Article 13.1.1 above, provided however, that the District's maximum contribution, after pro-rata calculations if applicable, is sufficient to pay such premiums.

13.1.5 Any equity distributions/rebates from REEP shall be placed into a separate fund to be used to offset health and welfare benefit cost increases. The CSEA's proportionate share of any such distribution, as determined by the ratio of CSEA employee lives to overall District participating employee lives for the distribution year, shall be segregated within such separate fund.

ARTICLE 13.2 - EARLY RETIREMENT INCENTIVE

The District agrees to provide retiree medical coverage as an early retirement incentive plan as follows:

13.2.1 District will pay group medical, dental, vision, and life insurance coverage, up to equivalent amount allowed for benefit-eligible active employees, from date of retirement until age sixty-five (65) is attained or employee is eligible for Medicare.

13.2.2 The employee must have ten (10) years of service with Banning Unified School District and the first five must be continuous with Banning Unified School District and must be at least fifty-five (55) years of age at the time of retirement from the District.

13.2.3 Employees hired after December 31, 2016 must have fifteen (15) years of service with Banning Unified School District, with at least ten years of continuous service with the District prior to retirement from the District's classified service. The employee must be at least fifty-five (55) years of age at the time of retirement from the District.

13.2.4 The employee must file for retirement through the Banning Unified School District Human Resources Office.

ARTICLE 13.3 - EARLY BENEFITS FOR CATASTROPHIC ILLNESS

The Governing Board may grant an early retirement medical benefit package for those employees who have a catastrophic illness and are unable to continue working to age fifty-five (55). The catastrophic illness must be verified by a medical doctor licensed in the State of California. The employee must be covered by the District's medical benefits and have worked in the District for ten (10) years or longer. The employee must submit, in writing, a request for this option within the three (3) years before they reach the age of fifty-five (55). Benefits included are medical coverage only and will extend to age sixty-five (65). Retirees must pay for the premiums for such coverage to the same extent as regular employees.

ARTICLE 14 - LEAVE POLICIES

ARTICLE 14.0 - OVERVIEW

Unit members shall earn eligibility for leaves of seven general types: Vacation, Sickness, Personal Necessity, Emergency, Industrial Illness and Accident, and Miscellaneous. All leaves will be taken within the assigned work day calendar. Probationary employees earn and accrue all leaves but may not take paid Vacation leaves until they have achieved permanent status. Compensation while on paid leave will be at the rate the employee would have earned if the employee had been on duty unless otherwise noted. For purposes of definition in this article, the first year of service shall begin on the first day of assignment.

ARTICLE 14.1 - VACATION

Unit members shall earn vacation leave as part of their compensation.

14.1.1 Vacation Leave Account. Unit members shall earn vacation at the rate of one (1) day per month worked during the first five (5) years of service, one-and-a-half (1 ½) days per month during the sixth (6th) through tenth (10th) years, and two (2) days per month after ten (10) years. However, the total of vacation days earned per year shall not exceed twenty-four (24), effective January 1, 2010. Vacations shall be earned during regular employment, while on leave to serve in a limited-term assignment during periods when the employee is not regularly assigned, and during any paid leave of absence. Employees not working a complete work year, a day of vacation leave shall be earned if the employee in paid status at least one (1) day in the working month. Extended sick leave may be charged to the vacation leave account when the sick leave account has been depleted.

Employee Work Year	0-5 Years Service	6-10 Years of Service	11+ Years of Service
208 Day Employees	10 days	15 days	20 days
219 Day Employees	10 days	15 days	20 days
238 Day Employees	11 days	16.5 days	22 days
261 Day Employees	12 days	18 days	24 days

14.1.2 a. Automatic Buyout of Vacation Leave Above Fifteen Days. At the end of the 2017-18 fiscal year, and every fiscal year thereafter, if an employee has, as of June 30th of any year, a vacation accrual of more than fifteen (15) days of vacation, then an automatic buyout by the District of the employee's vacation days above the maximum 15 days shall occur. Such automatic buyout of all rollover vacation leave in excess of the maximum fifteen (15) days of accrued rollover vacation days as of June 30th of any year shall be made not later than the 1M payroll of each year, and shall be paid at the

employee's current payrate as of June 30th of the year in which the automatic buyout of vacation leave occurred.

14.1.2 b. Optional Annual Employee Vacation Buyout. Each employee shall have the option each year to have all of their vacation bought out by the District upon written notice to the District by May 15th of any year. An employee choosing such option shall receive a one-time lump sum buyout to the employee of all accrued unused vacation as of June 30th. Pay for such buyout in any year shall be made not later than the 1M payroll of each year, and shall be paid at the employee's current payrate as of June 30th of the year in which the buyout was requested.

14.1.2 c. If on May 15th of each year, an employee has accumulated the maximum allowable vacation credit and a critical emergency prevents the employee being off duty, the nature and duration of the emergency shall be reported to Human Resources. Human Resources may authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.

14.1.3 Approval and Scheduling of Vacation Leave. Vacation schedules for 208 day employees (or less) shall be prepared by Human Resources. For 219 day employees or more, employees shall meet with his/her supervisor on or before June 1 of each year to develop a vacation leave calendar for the following school year. Effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs for the service and the workload of the department. In the event, the employee's supervisor rejects a day or days of an employee's annual vacation request, the employee may appeal the decision to the Assistant Superintendent of Human Resources. Vacation may be taken in units of not less than one hour.

14.1.4 Upon Separation from Service, an employee shall be paid for his accumulated vacation credit at the rate of pay applicable to his last regular assignment.

ARTICLE 14.2 - SICK LEAVE

Sick Leave is the authorized absence of an employee because of illness and reasons stipulated in Sections 1 and 2 of California Assembly Bill (AB) 1522.

14.2.1 Sick Leave Account: Unit members shall earn one day of sick leave per month when the employee is in paid status. An employee not working a complete work year, a day of sick leave shall be earned if the employee in paid status at least one (1) day in the working month. At the beginning of each fiscal year, the sick leave account of the employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave account shall be adjusted if a change in assignment alters the amount of sick leave earnable. In any given fiscal year, up to seven days of the Sick Leave account may also be used as "Personal Necessity Leave". If an employee does not take the full amount of sick leave allowable in any year under this section, the amount not taken shall be accumulated from year to year.

14.2.7 50% Additional Sick Leave: Pursuant to E

14.2.2 Accumulation of Sick Leave. Sick Leave may be accumulated without limit.

14.2.3 Compensation While on Sick Leave. Pay for any day of Sick Leave shall be the same pay the employee would have received if he/she had worked that day except as provided for by Education Code 45137 for part-time personnel.

14.2.4 Approval of Sick Leave. In order to receive compensation while absent on sick leave, the employee must notify their supervisor of their absence two (2) hours before the start of their workday, unless reasonable conditions make notification impossible. The burden of proof of impossible conditions shall be upon the employee. The acceptable method of notification will be on the District's absence management system submitted by the employee.

14.2.5 Returning to Work. At least one day prior to an employee's expected return to work, the employee shall notify their supervisor. If the employee fails to notify their supervisor and both the employee and the substitute report, the sub is entitled to the assignment, and the employee shall be subject to disciplinary action up to and including suspension. If the absence has been for more than twenty days, the employee must notify the District at least three working days in advance.

An employee absent for three (3) consecutive working days may, at the District's discretion, be required to present a doctor's note attesting that the employee was unable to work and the date the employee is released to return to work. The doctor's statement shall be presented to the employee's supervisor on the first day of the employee's return to work. Further medical verification may be required prior to any paid leave when the District has reasonable cause to question the validity of the request for leave. In the event an employee is required to provide a doctor's note under provisions of this section of Article 14, and said employee does not have medical insurance, the employee shall have the option of obtaining a doctor's note from their own physician at their own expense, or be seen by a physician selected by the District at District expense.

An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he is able to resume the assigned duties and sufficient notice of return has been given.

14.2.6 Extended Sick Leave. After exhaustion of paid sick leave, an employee who is ill or injured may, upon request, use accumulated vacation and compensatory time to avoid leave without pay.

14.2.7 50% Additional Sick Leave: Pursuant to Education Code Section 45196, bargaining unit employees shall be credited annually with one hundred (100) days of additional sick leave. Such days shall be counted as, and run concurrently with, the first day of extended absence due to injury or illness, with a doctor's note. Upon the exhaustion of an employee's own accumulated

sick leave as provided for under Article 14.2 above, then, in that event, additional sick leave up to the maximum 100 annual days shall be paid at fifty percent (50%) of the employee's regular salary. Such additional sick leave days do not accumulate from year to year.

Paid leave such as vacation shall be accounted for separately from the employee's own accrued sick leave and additional 50% sick leave under this section; however, the employee may elect to take a portion of his/her accumulated paid leave, such as vacation or compensatory time, which, when added to his/her 50% salary, will result in payment to him/her of not more than his/her full salary. A day will be calculated as a day, including partial day absences, during the 100 days of extended sick leave

14.2.8 Additional Leave. After exhaustion of all paid leave, a permanent employee may request additional leave. Upon approval by the Board of Trustees, the additional leave may be paid or unpaid, and may be extended for any period not to exceed 18 months. If placed on unpaid leave, the employee shall not again become eligible for paid leave because of the commencement of a new fiscal year until he/she has rendered service.

14.2.9 Re-Employment Rights. If at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this rule, the employee is still unable to assume the duties of his/her position, he/she will be placed on a re-employment list for a period of 39 months in the same manner as if he/she were laid off for lack of work or lack of funds.

ARTICLE 14.3 - PARENTAL - CHILD BONDING LEAVE

14.3.1 As provided by Education Code section 45196.1, full and part-time unit members shall be entitled to parental leave as set forth in this section.

14.3.2 For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.

14.3.3 Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks. A unit member is also entitled to use his or her vacation leave in taking parental leave, if the employee chooses to do so. In order to receive differential pay, as described in Section 14.3.4 below, a unit member must exhaust his/her all available accrued and accumulated sick leave, and continue to be absent from his/her duties due to parental leave.

14.3.4 A unit member who has completed one year of employment with the District, and who has exhausted all current and accumulated sick leave, but who continues to be absent due to (child-bonding) as defined under the California Family Rights Act (CFRA; Government Code section 12945.2), he/she shall be entitled to differential pay for any of the remaining twelve (12) workweek period. Such differential pay shall be paid as set forth in Section 14.2.7 above but shall not count against the leave entitlement set forth in that Section.

14.3.5 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 twelve (12) workweeks in a twelve (12)-month period for each eligible employee. If a fiscal year concludes before the twelve (12)-workweek period is exhausted, the employee may take the balance of the twelve (12)-workweek period in the subsequent fiscal year.

14.3.6 Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.

14.3.7 Except for extenuating circumstances, a unit member shall give at least thirty (30) working days' notice of the birth of a child and intent to take parental leave under this section. If thirty (30) days' notice is not practicable, such as because of lack of knowledge of approximately when leave will be required to begin, a change in circumstances or a medical emergency, notice must be given as soon as practicable. (Cal. Code Regs. Tit. 2, § 11091)

14.3.8 Leave may be taken in increments of at least two (2) weeks' duration during the twelve (12)-workweek leave. Leave begun under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

ARTICLE 14.4 - PERSONAL NECESSITY LEAVE

Personal Necessity is the authorized absence of an employee for the following reasons:

- The death of a member of his immediate family when additional days are required above those provided as "Bereavement Leave";
- Accident, involving his person or property or the person or property of a member of his immediate family;
- Necessary surgery, serious illness, or accident involving a member of the immediate family;
- Appearance in any court or before any administrative tribunal as a litigant, or party, or any order made with jurisdiction;
- Other reasons as may be approved by the Governing Board.

14.4.1 Personal Necessity Leave Account. Personal Necessity is charged to the Sick Leave account.

14.4.2 Accumulation of Personal Necessity Leave. In any given fiscal year, up to seven days of the Sick Leave account may be used as Personal Necessity Leave. Unused Personal Necessity Leave does not accumulate.

14.4.3 Approval of Personal Necessity Leave. In order to receive compensation while absent on Personal Necessity Leave, the employee must notify his supervisor of his/her absence within the first working hour of the first day absent, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the employee.

ARTICLE 14.5 - EMERGENCY LEAVE

Unit members shall be granted Emergency Leave when an emergency caused by an act of God (such as fire, flood, snow, earthquake, etc.) prevents an employee from reporting to work.

[Return to contents](#)

14.5.1 Emergency Leave Account. Unit members shall earn Emergency Leave at the rate of one day per year.

14.5.2 Accumulation of Emergency Leave. Unused Emergency Leave does not accumulate.

14.5.3 Compensation While on Emergency Business Leave. Pay for any day of Emergency Leave shall be the same pay the employee would have received if he had worked that day.

14.5.4 Approval of Emergency Leave. The employee must notify his supervisor of his/her absence within the first working hour of the first day absent, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the employee.

ARTICLE 14.6 - WORKMAN'S COMPENSATION LEAVE (INDUSTRIAL ILLNESS AND ACCIDENT LEAVE)

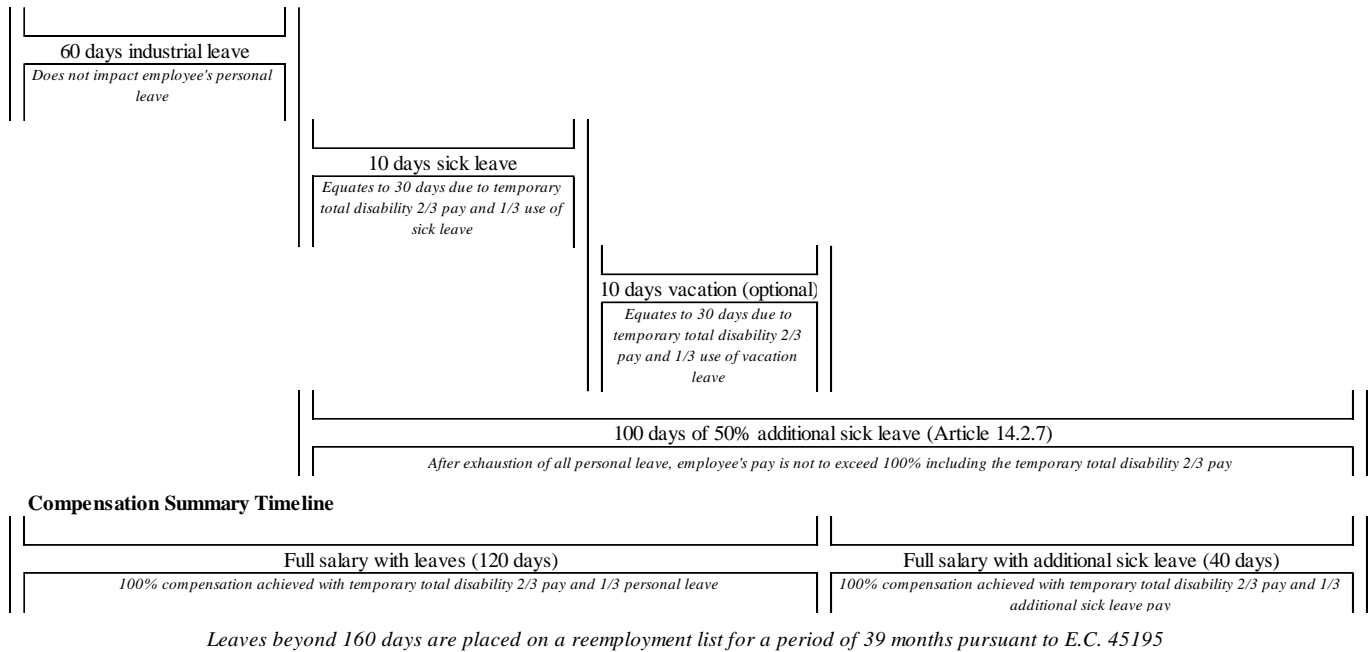
When an employee becomes ill or injured due to work (as defined in Education Code Section 45192), the employee shall be eligible for leave and benefits in accordance with the provisions of Education and Labor Codes.

All employees will receive 60 working days of full pay in the event the employee is injured at work. At the conclusion of the 60 working day period, or immediately upon absence, the employee will be paid according to the formula established by the Office of Benefit Determination effective at the time of the injury or illness. This includes charges to the balances of the employee's accrued leaves on a pro-rata basis such that, when combined with the Temporary Disability Benefit will be equal to, but not exceed a full day's pay. A day will be calculated as a day, including partial day absences, during the 60 days of industrial leave.

After all leaves are exhausted the employee shall receive the amount of the Temporary Disability Benefit and the difference between the employee's regular salary and what is paid to a substitute, up to a maximum of the regular pay. However, in no case shall the employee earn more than a full day's pay. At the exhaustion of the five (5)-month period, the employee shall be placed on the thirty-nine month re-employment list. Employees are eligible for an offer of re-employment after they have provided a doctor's release to the District.

Example: - An employee on Work-related illness leave receiving (60 days of industrial Leave), 10 Days full-paid sick leave, 10 days full-paid vacation, 100 days of 50% additional sick leave, and the employee receiving $\frac{2}{3}$ of their salary in temporary total disability payments. (See table 1 below)

Table 1: Example of an employee on work related illness leave also known as industrial leave and/or workers' compensation leave.



ARTICLE 14.7 - BEREAVEMENT LEAVE

A classified employee shall be granted a leave of absence of five days on the account of the death of any member of his/her immediate family, and shall receive full pay by the District. Members of the immediate family shall include the mother, father, grandfather, grandmother, or grandchild of the employee as well as the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, father-in-law, mother-in-law, step-mother, step-father, step-brother, step-sister, domestic partner, or any relative living in the immediate household of the employee. The district may consider special extenuating circumstances on a case by case basis.

ARTICLE 14.8 - JURY DUTY AND WITNESS LEAVE

Leave of absence shall be granted to any unit member who has been: (1) officially summoned to jury duty in local, state, or federal court or (2) subpoenaed to appear as a witness (not a litigant in the case). Leave shall be granted for the period of jury service or the number of days in attendance at the court as certified by the clerk or other authorized officer of the court. Leave shall be approved upon presentation of jury summons or subpoena. Unit members shall receive full pay while on leave provided the jury service or witness fees (not including reimbursement for transportation and expenses--which may be retained by the unit member) is assigned to the District and appropriate certification of services is provided to the District. An employee who has received leave of absence under this rule shall make himself available for work during hours when his presence is not required in court.

ARTICLE 14.9 - EXAMINATION

A classified employee shall be permitted to be absent from his duties during working hours in order to take any examination for promotion in the District without deduction of pay or other penalty, provided that he gives two (2) days' notice to his immediate supervisor.

ARTICLE 14.10 MILITARY AND SERVICEMEMBER FAMILY/CARETAKER LEAVE

14.10.1 Military Leave. Leave for employees to serve in the Military or Peace Corps will be granted in accordance with the Military and Veteran's Code and related legislation.

14.10.2 Service member Family/Caretaker Leave. A bargaining unit member who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period. "Next of kin," used with respect to an individual, means the nearest blood relative of that individual. "Covered Service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. As an augmentation of FMLA, Service member Family Leave, during the single 12-month period described in this Service-member Leave section, an eligible unit member shall be entitled to no more than a combined total of 26 workweeks of leave under FMLA.

ARTICLE 14.11 - COMPENSATING TIME LEAVE

By mutual agreement of the employee and the School District, and with advance approval, an employee may work at times not normally scheduled in lieu of regularly scheduled work hours. In each such instance, a record shall be kept of the non-scheduled hours worked and equal time shall be allowed the employee from his regularly scheduled work hours. If compensating time is to be allowed, it shall be approved in advance by the Superintendent or his/her designee. Application for compensating time shall be submitted on a form prescribed by the Superintendent. Approved applications shall be retained by the School District as an auditable record for one year. Special provisions (see Article 12 of this contract) allow for time-and-a-half for employees who work beyond the time provided in the "employee minimum day." Upon mutual agreement between the employee and the District compensated time may be taken in lieu of overtime payment.

ARTICLE 14.12 - ABSENCE WITHOUT LEAVE

Leave of absence without pay may be granted to a permanent classified employee upon the written request of the employee and the approval of the Superintendent or his/her designee for any period not to exceed 90 calendar days unless extension is granted by the Board of Education.

ARTICLE 14.13 - MATERNITY/PATERNITY/FAMILY LEAVE

A variety of leaves, both paid and unpaid, may be granted to care for the employee's child after birth, or placement for adoption or foster care, to care for the employee's spouse, son, or daughter, or parent who has a serious health condition, or to the employee for a serious health condition that makes the employee unable to perform the employee's job. When foreseeable the leave must be requested thirty (30) days in advance. The District may require medical certification to support a request for leave for a serious health condition and may require second and third opinions and a fitness for duty report prior to the employee returning to work. During this leave, the District must maintain the employee's health coverage, and upon return, the employee shall be restored to their original or equivalent positions with equivalent pay, benefits, or other employment terms. Paid sick leave shall be provided (up to the maximum sick leave account of the employee) to an employee for the period of time medically required (as certified by the employee's attending physician: certification must be renewed every fourteen 14 days to continue the sick leave more than six (6) weeks after the cessation of gestation). An additional one (1) paid day per year (over and above other leaves) may be taken by a male employee immediately before, during, or after the birth of his child. Leave Account provided in this and other sections of this article will be charged and/or granted on an unpaid basis to provide for employee rights under the Family and Medical Leave Act.

ARTICLE 14.14 - PREGNANCY DISABILITY LEAVE

Employees covered by this agreement shall be entitled to use personal illness leave (sick leave) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recover therefrom on the same terms and conditions governing leaves of absence for other illness, injuries, or medical disabilities. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom as follows:

14.14.1 The length of such pregnancy disability leave, to include specific dates, shall be determined by the employee and employee's physician. An employee may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties and responsibilities and has submitted the necessary doctor's certificate.

14.14.2 An employee shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recover therefrom when all current accumulated sick leave and paid vacation has been exhausted, to the extent provided by law.

14.14.3 An employee who takes a pregnancy disability leave may also be entitled to take Parental and Child Bonding Leave under Article 14.3 above leave under the California Family Rights Acts (CFRA) if she meets eligibility requirements for CFRA leave. That means that an employee who is eligible for CFRA leave may take up to four months of pregnancy disability leave for her pregnancy disability and may also be eligible for up to an additional twelve (12) weeks of CFRA leave to bond with the baby, or for another CFRA qualifying event such as to bond with an adopted child, or to care for a parent, spouse or child with a serious health condition.

14.14.4 This policy shall be construed as requiring the Board of Education to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illness, injuries, or disabilities.

14.14.5 Employees who are granted leave with or without pay under the provisions of this section shall continue to be eligible for health and welfare benefits under prevailing terms and conditions provided by in this Agreement to the extent provided by law.

ARTICLE 14.15 - COORDINATION OF CFRA AND FMLA

Effective January 1, 2021, CFRA leave rights were extended to employees who care for grandparents, grandchildren, siblings, adult children, in addition to other family members with serious medical conditions previously covered under CFRA, including parents, children and spouses. The expansion of CFRA defines a “family member” broader than the federal Family and Medical Leave Act (FMLA). As such, in some circumstances CFRA leaves will not run concurrently with FMLA.

For example, when leave is taken under the FMLA for a disability due to pregnancy, childbirth, or related medical conditions as per Article 14.14 above, leave for pregnancy entitlement and not towards other leave rights granted under CFRA as provided for disability may still be eligible for CFRA in order to bond with the newborn child. As stated above in Article 14.3, under California Education Code section 45196.1, full and part-time, male and female classified employees are also eligible for 12 weeks of paid additional sick leave for parental/baby bonding leave.

Where CFRA and the FMLA overlap, the District shall treat leave covered by both CFRA and FMLA as running concurrently. However, when CFRA extends a right that does not exist under the FMLA (e.g., such as caring for grandparents, grandchildren, siblings and adult children under the expansion of CFRA as of January 1, 2021) an employee taking leave for family members under state CFRA-provided time, shall not be utilizing FMLA. As such, FMLA shall remain available for use by the employee as a separate FMLA leave, provided however that the employee otherwise meets FMLA leave eligibility requirements also (e.g., such as caring for a sick parent, child or spouse). Thus, employees could potentially be eligible for 12 weeks of FMLA and 12 weeks of CFRA for a total of 24 weeks of leave during rolling 12-month period in some limited circumstances.

ARTICLE 14.16 - EXEMPT/TEMPORARY/LIMITED SERVICES

Any permanent classified employee who accepts an assignment within the District to an exempt, temporary, or limited-term position shall, during such assignment, be considered for status purposes as serving in his regular position, and such assignment shall not be considered separation from service. The employee may, with the approval of the appointing authority, voluntarily return to his position or a position in the class of his/her permanent status prior to the completion of service in an exempt, temporary, or limited term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the appointing authority.

ARTICLE 14.17 - STUDY LEAVE

At the discretion of the Board of Trustees, permanent classified employees may be granted leave of absence for Study for up to one (1) year once every seven (7) years. The one (1) year maximum leave can be taken in increments spread over at most three (3) years. The employee must request such leave and demonstrate the benefits of the leave to the District and employee, must describe the course of study, must post a bond, must describe what services will be performed for the District while on leave, and meet other qualifications. Compensation may range from a minimum of substitute deferential to a maximum of full compensation, as arranged at the time of granting the leave. After taking Study leave, the employee must agree to serve in the District for at least two (2) years.

ARTICLE 14.18 - RETRAINING LEAVE

In the event the Governing Board contemplates the abolition of positions, and creation of new positions for any reason, it may provide leave to employees for retraining purposes. The employee must have three (3) years' experience, must serve in the position being abolished (or show how the retraining will benefit the District), must indicate a willingness to undergo retraining, and must agree to serve the District for at least two (2) years after retraining. During the period of retraining, the employee shall be considered a permanent employee and receive normal compensation and benefits, and perform duties for the District as prescribed.

ARTICLE 14.19 - CATASTROPHIC SICK LEAVE DEFINITIONS & ELIGIBILITY

14.19.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for a long period of time; or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member; and where extended time off work creates a financial hardship for the employee because he/she has exhausted all sick leave and other paid time off.

14.19.2 Eligible leave credits mean all vacation leave and sick leave accrued to the donating employee.

14.19.3 The parties agree to establish a catastrophic sick leave bank for classified employees only, in which donations and use of donated time is to be utilized by classified employees exclusively and the following articles apply to.

14.19.4 Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

14.19.4.1 The classified employee who is, or whose family member is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides a doctor's verification of injury or illness.

14.19.4.2 The classified employee has continued to use any accrued sick leave/vacation or other available paid leave until such time as the employee has exhausted all available paid leave prior to the request or utilization of donated sick leave or vacation.

14.19.4.3 The classified employee has to have been employed by the District for a minimum of one (1) year, so as to be eligible to apply for catastrophic leave.

14.19.4.4 The classified employee or a member of the employee's family is suffering from a serious illness or injury that is expected to last for three (3) months or more.

14.19.4.5 The classified employee requesting donated sick leave or vacation has provided to the of District Human Resources Administrator and CSEA President verification of catastrophic illness or injury before participating in the Catastrophic Leave Program.

14.19.4.6 In cases of the employee's family member, the employee has demonstrated to the satisfaction of the District Human Resource Administrator and CSEA President that the absence is necessary to care for a family member.

14.19.4.7 Verification for either a District employee or employee's family member shall be by means of a letter or other instrument dated and signed by the sick or injured person's physician indicating the incapacitating nature and probable duration of the illness or injury.

14.19.4.8 The catastrophic sick leave bank balance shall be shared with CSEA Chapter 147 president quarterly.

ARTICLE 14.20 - CATASTROPHIC SICK DONATION REQUIREMENTS

14.20.1 All classified employees of the District are eligible to participate in donating accrued sick leave and/or vacation to an employee approved to receive such donations.

14.20.2 Classified employees who donate sick leave and/or vacation must donate a minimum of one (1) day in hour increments according to FTE (full-time = eight [8]). This hourly minimum based on FTE can be from sick leave or vacation or a combination thereof.

ARTICLE 14.21 - USE OF THE CATASTROPHIC SICK LEAVE BENEFIT

14.21.1 Classified employees wishing to avail themselves of catastrophic leave shall make such requests to the District's Human Resources Office on a form mutually agreed to by the District and the CSEA, which shall include date and time of signature.

14.21.2 Classified employees who receive donated sick leave and/or vacation shall be paid at whatever their normal rate of pay would be if they were in a work status.

14.21.3 In the event the employee wishes to avail themselves of this option are unable to personally make such requests, the District agrees to accept a request from a member of the employee's family or a CSEA representative.

14.21.4 Upon receipt and approval of a request to participate in this catastrophic leave option, the District and the CSEA shall jointly solicit donations of sick leave and vacations from other employees of the District in such a manner that the request reaches the greatest number of employees.

14.21.5 The maximum amount of time an employee may be absent utilizing donated sick leave and/or vacation shall be based on number of years of service with the District. The maximum numbers of days allowable for use of donated sick leave is based on years of service according to the following table:

Number of Years	Maximum Allowable Use of Donated Sick Leave
1-3 years	3 months
3-5 years	6 months
5-8 years	9 months
8+ years	12 months

14.21.6 Donated leave under these provisions shall be required to be taken on consecutive days. In other words, such leave is not to be used intermittently. In addition, use of such leave can only be used for days the employee would have otherwise rendered a service to the District.

14.21.7 Once the maximum contribution of leave months have been met, the District and CSEA shall communicate to all employees that further donations for the particular recipient have been met.

14.21.8 The District may only fill the position through normal transfer, promotional, and hiring practices. Upon return, the employee shall be restored to their original or equivalent position, with equivalent pay, benefits, or other employee terms.

ARTICLE 14.22 - FIRST-IN/FIRST-OUT” DEFINITIONS AND DISPUTES

14.22.1 “First-in” Provision: Donations of sick leave and/or vacation shall be credited to the employee receiving the donations in the order received and according to date and time of signature on the donation form, from the donating employees.

14.22.2 Disputes: Any dispute over the eligibility of employees to receive donated sick leave and/or vacation shall be resolved by the District Superintendent and/or School Board.

ARTICLE 15 - TRANSFERS, VACANCIES, PROMOTIONS, AND RECLASSIFICATIONS

When a bargaining unit position becomes vacant, the District shall fill the position in accordance with the following Order of Precedence: Use of Re-Employment Lists, Transfers, and then Promotions through the use of the full eligibility list.

ARTICLE 15.1 - USE OF RE-EMPLOYMENT LISTS PRIOR TO POSTING VACANCY

The Human Resources Department shall review the District's re-employment list in order to ascertain if any employees have been laid off for lack of work or lack of funds or if employees have been placed on the list as a result of exhaustion of accumulated leave. In the event the District has employees who are willing and able to accept the vacancy, the position shall be filled from the list without the need for posting a vacancy announcement as defined herein.

ARTICLE 15.2 - VACANCIES

Vacancy is defined as a new or existing bargaining unit position, which the District determines to fill. Announcements of vacant positions in the classified services shall be to employees in the classified service.

15.2.1 Posting Of Vacancy Announcement. In the event of a vacancy and/or for the establishment of any eligibility list, the Office of Human Resources shall electronically notify all school sites and offices, which shall cause the posting of the announcement(s) of the job vacancy online and in places where bargaining unit members work. The announcement shall remain posted for no less than seven (7) consecutive working days. The District will not start or stop a transfer opportunity vacancy announcement during the two (2) weeks defined as winter break and the one (1) week defined as spring break, with the understanding that the District can start a recruitment process during either of those break periods, but the number of days the position will be flown will not count during that time. Employees on vacation who wish to be notified of vacancies shall notify the District, in writing, indicating the appropriate address to which a job vacancy announcement should be sent. The District shall send a copy of the posting to employees who have made the appropriate written request.

15.2.2 Content of Vacancy Announcement. The vacancy announcement shall include: job title, salary, work hours and work year, example of duties, knowledge, skills and abilities for the job, minimum qualifications and final filing date.

ARTICLE 15.3 - CRITERIA FOR TRANSFER AND PROMOTION

The criteria for transfer and promotion shall include, but not be limited to the following:

- A. Status on any reemployment list;
- B. Applicant's skills and abilities;
- C. Nature of applicant's experience;

- D. Disciplinary record for the preceding two years;
- E. Two most recent evaluations;
- F. Length of time performing the same or similar jobs;
- G. Length of service with the District;
- H. Applicable legal obligations;
- I. Veteran's status (i.e. service in U.S. Armed Forces);
- J. Oral Interviews;
- K. Written Examinations.

ARTICLE 15.4 - ESTABLISHMENT AND LIFE OF ELIGIBILITY LISTS

15.4.1 After an examination, the names of successful candidates shall be arranged on lists in the order of examination score, plus additional points where applicable as follow: external candidates shall be placed on one list, internal promotional candidates shall be placed on a separate list.

15.4.2 An eligibility list shall be in effect for one (1) year from the date it was created, unless exhausted sooner, and may be extended for not to exceed one (1) additional year at the discretion of the District. Names of successful candidates may be added to eligibility lists resulting from continuous examinations.

15.4.3 The name of an applicant may be removed from an eligibility list by the District for the following reasons: by written request from the candidate, by failure to respond within five (5) days to a written inquiry regarding availability for employment, or by the rejection of three (3) offers of regular full-time employment.

15.4.4 It shall be the duty of every candidate to respond promptly after receiving an offer of employment within three (3) days after being notified by the District. Every candidate who has been placed on any eligibility list shall promptly and in writing file with the District his/her correct mailing address and place of residence. This address shall be the place to which the District shall direct all notices to the candidate.

15.4.5 Definitions:

An internal promotional candidate is a permanent employee applying for a promotional position.

An external candidate is an outside candidate or a substitute applying for a permanent position.

ARTICLE 15.5 - EXAMINATIONS

Examinations shall be limited to initial and promotional applicants. Promotional examinations shall be restricted to permanent employees of the District who meet the minimum qualifications of the classification as per the job description. No candidate may be admitted to any examination without such authorization or other satisfactory evidence of having fulfilled the minimum qualifications of a job description for which he/she is applying. At least seven (7) working days advanced notice to candidates of such examinations shall be given. The notice shall contain the following facts:

- A. Information concerning the location of employment, the expected number of vacancies, and other conditions of employment;
- B. Description of the scope of duties and responsibilities of the position and the class;
- C. Minimum qualifications required;
- D. The salary and other forms of compensation;
- E. The last date for filing an application;
- F. The subjects about which competitors may be examined and the weights of the various parts of the examination; and
- G. Such other information as will assist the employees and the public in fully understanding the nature of the employment and procedures necessary to participate in the examination.

ARTICLE 15.6 – TRANSFERS

15.6.1 Non-Disciplinary Transfer. An employee may be transferred for the good of the service, from one (1) position to another in the same classification, at the discretion of the District, subject to the following:

- A. The District shall not initiate a transfer in retaliation for the documented reporting to the District’s administration of work-related issues, including but not limited to unsafe working conditions or student safety concerns, nor shall a non-disciplinary transfer be taken for punitive or disciplinary reasons, unless as an involuntary transfer pursuant to the Discipline Article of this Agreement. This provision shall not be interpreted as being a waiver of CSEA’s right to negotiate the effects, if any, of a non-disciplinary transfer(s).
- B. Prior to any non-disciplinary transfer the District shall provide a ten (10) working day notice to the affected employee with a copy to the Association.
- C. The affected employee shall have the right to meet with his/her supervisor and to know the reasons for the change.
- D. If the employee requests a meeting, said meeting shall occur within the ten (10) working day notice period, and prior to any change being implemented.
- E. No employee shall, as a result of a non-disciplinary transfer, suffer any loss of pay, working hours per day, working days per month or year, or change in salary rate, including any change in anniversary date, accumulated illness leave, or accumulated vacation credit.
- F. Notwithstanding the above, the District may transfer an employee when it has a legal obligation to make such a transfer.

15.6.2 Voluntary Transfer. Permanent bargaining unit employees who apply for transfer shall be on the eligibility list in order of seniority. The unit member’s seniority shall determine his/her rating on the list (longest time in service highest rating, etc.). For the purpose of this section, seniority shall mean that all transfer candidates remain on the top of the eligibility list and shall be afforded transfers by seniority for vacancy in the same classification, provided however that employees seeking such seniority transfer have evaluations that meet an overall “competent”

standard or have completed a Classified Performance Assistance Plan. Unsatisfactory evaluations more than two (2) years old shall not be used to determine eligibility for transfer. In the event that a seniority transfer is denied, the employee may request a written statement of reasons for his/her non-selection from the Superintendent or designee.

ARTICLE 15.7 - SELECTION OF CANDIDATES

The District will select among competing candidates based upon a review of applicable criteria as listed above. Priority will be given to qualified internal candidates. Final hiring authority rest solely with the District. For the purposes of openness and transparency, the CSEA Chapter President may, at his/her discretion, appoint one (1) unit member with subject matter to serve upon a District hiring committee tasked with interviewing for a vacant classified position(s). For example, if the job opening is for a custodial position, the appointed CSEA member must have current subject matter experience in the custodial field. The unit member shall be subject to the conflict of interest provisions specified in Section 15.12.3 below, except that the appointed classified employee may serve in the same classification as the vacant position a hiring committee is tasked to fill.

Where permanent bargaining unit members in the vacancy's classification are on the eligibility list, the District shall select from among the lateral transfer candidates. Should no lateral transfer candidates apply, the District will select the successful candidates from the top three (3) candidates on the eligibility list. The eligibility list will be made available to all bargaining unit members upon request to the Human Resources Department. If two or more of the leading candidates are current employees seeking a voluntary transfer or are on any eligibility list, and the District in its sole judgment and discretion determines their qualifications are equal, then, in that event, the District will select the candidate with the greater length of service with the District. For purpose of this clause, "length of service" shall date from the date upon which the employee first commenced his/her most current unbroken service to the District. A break in service will be deemed to have occurred when an employee has been terminated, resigns or is laid off for more than thirty-nine (39) consecutive months.

ARTICLE 15.8 - PROMOTIONAL PLACEMENT ON SALARY SCHEDULE.

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new classification to insure not less than a five (5) percent increase in salary as a result of that promotion, except that the employee may be placed at the last step of the appropriate range if that is the maximum allowable for that classification.

ARTICLE 15.9 - DEMOTIONS

Bargaining unit employees who apply for a voluntary demotion to a classification previously held have the option of re-testing or maintaining the score earned previously. Employees being laid off or being demoted voluntarily or involuntarily, shall be placed at the same step in the new range as that in the previous range, so that years of service would be the same in each class.

ARTICLE 15.10 - REINSTATEMENT LIST

Any permanent bargaining unit employee who voluntarily resigns from his permanent position may be reinstated or re-employed by the Governing Board of the District within thirty-nine (39) months after his last day of paid service and without further competitive examination to a position in his former classification as a permanent employee or as a permanent employee in a related or lower class, or a lower class in which the employee had permanent status. Former employees eligible for reinstatement are listed in order of seniority. All applicants for reinstatement shall be certified for interview before going to an open eligibility list.

ARTICLE 15.11 - INCREASES IN ASSIGNED TIME, SHORT-TERM AND SUBSTITUTE ASSIGNMENTS.

15.11.1 Increase in Assigned Time of More Than Twenty (20) Days. If a less than full time employee is required to work in excess of the normally assigned time for thirty (30) minutes or longer for twenty (20) consecutive work days, the assigned time of the position will be changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis, provided that by such an increase in normally assigned time does not exceed full-time (eight [8] hour per day) status.

15.11.2 Short-Term Employment. A “short-term employee” is any person who is employed to perform a service for the district, upon completion of which, the service required or similar services will not be extended or needed on a continuing basis not to exceed seventy-five (75) percent of a school year.

15.11.3 Substitute Employee. A substitute employee means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the District may fill the vacancy through the employment, for not more than sixty (60) calendar days, of one (1) or more substitute employees.

15.11.4 Vacant Positions. No employee shall serve in a temporary capacity, or serve in a substitute and/or short-term capacity in any vacant position unless the District has posted a job vacancy notice for the vacant position as per Article 15.2.1 above.

ARTICLE 15.12 - CLASSIFICATION AND RECLASSIFICATION

15.12.1 Review Committee.

In order to assure an efficient, fair and equitable Classification and Reclassification System, a standing advisory committee is hereby established to make recommendations to both the District and CSEA’s negotiating teams regarding the following topics:

- A. Proper title, job family, and salary for authorized new classifications.
- B. Requests for reclassification by unit members and/or their supervisors.

- C. The review and maintenance of the District’s classification system as a whole.

It is the intent of the Committee structure to complement the collective bargaining process and it is recognized that participation in this process is not a waiver of negotiation rights on any subjects within the scope of representation arising as a result of the Committee deliberations, unless the Committee arrives upon a unanimous recommendations as provided by Section 15.16.4. (j), below in which case the Parties’ obligations to meet and negotiate shall be satisfied.

15.12.2 Composition of the Classification and Reclassification Review Committee. The Classification Review Committee is composed of at least the following equal numbers of representatives from both the District and CSEA:

- a. Two representatives from CSEA, appointed by the Chapter President.
- b. Two representatives from the District at large (classified and/or certificated) appointed by the Superintendent or his/her designee.

15.12.3 Direct Conflict of Interest of Committee Member. Any member with a “direct” conflict shall excuse him/herself from the Committee during which time the deliberations and voting on the matter in which he/she has a direct conflict is occurring. The meaning of “direct conflict” is defined as follows:

- a. Any Committee member who is a relative as defined by Article 14.7.1 of this collective bargaining agreement (Bereavement Leave), or any other conflict of interest as defined by Board Policy.
- b. Any Committee member who occupies the same classification of the employee(s) being reviewed.
- c. Any Committee member whose own personal request is being reviewed by the Committee.

In the event of a conflict of interest as defined by this section, an alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal.

15.12.4 Meeting Schedule and Timelines. The Committee shall review reclassification requests received from employees annually as follows:

- a. All completed forms must be received by the Office of Human Resources on or before November 30th to be considered for review within the same school year.
- b. The Committee will not consider requests submitted and examined the previous year unless significant changes in job duties can justify such a review. An increase in the volume of work is not a valid reason.
- c. Classifications must be established for a period of at least one year before reclassification can be considered.

15.12.5 Procedures.

- a. A reclassification request may be initiated by the employee or his/her supervisor.
- b. All requests for reclassification must be submitted on the “Classification Questionnaire” forms and any supporting materials submitted to the Office of

Human Resources by the deadline for action. Forms are available from the Office of Human Resources.

- c. If the employee initiates the request, the Committee shall provide a copy of the completed form to the immediate supervisor for review. The supervisor shall have up to ten (10) working days to provide a response to the Committee. Following the immediate supervisor's timely comments, the employee shall have up to ten (10) working days to provide a timely response to the Committee.
- d. Committee members are responsible for reviewing the classification questionnaire and any supporting materials submitted by the employee or immediate supervisor prior to the scheduled interviews, if any, as provided in subdivision (F) below. A written statement from the next level administrator may also be reviewed. Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.
- e. The Committee may, upon a majority vote, elect to conduct field interviews to validate workflow processes and to observe the utilization of equipment, tools, and other instruments required to perform the duties of the position.
- f. An interview may be scheduled with the employee and immediate supervisor before the Committee. The purpose of the interview is to gather information and to clarify any ambiguities. In the event of a group request, it is preferable to interview all individuals at the same time.
- g. Following the completion of the review of all requests for reclassification, Committee members shall participate in discussions as a group pertaining to the merit of the request(s) based on the guidelines for reclassification. Committee members shall review and make each recommendation on each issue in front of the Committee. An attempt to reach consensus shall be made.
- h. Committee members shall vote on a recommendation following the interview and in consideration of all the information present.
- i. If the Committee reaches a unanimous decision in its recommendation (for or against reclassification), the Committee will render its decision to the Office of Human Resources and the CSEA Chapter President no later than May 1st. The Committee's unanimous recommendations shall represent the final step in the process and shall be considered negotiated for EERA-purposes, and shall not be forwarded to the District's nor CSEA's negotiating teams. The Committee's recommendations are specifically excluded from the contractual grievance/arbitration procedure.
- j. If the Committee is not unanimous in the recommendation, only that issue(s) which has not been agreed upon unanimously by the Committee will be forwarded to CSEA and the District's negotiating teams, provided however, that the issue(s) is within the scope of representation (e.g., a change in an existing job description).
- k. Any reclassification unanimously recommended by the Committee shall not be resubmitted for at least three (3) years following the Committee's decision; reclassifications that are unanimously rejected by the Committee shall not be resubmitted for at least two (2) years following the Committee's decision.

15.12.6 Guidelines For Reclassification. Placement of a position on the salary schedule may be determined by the degree of the following factors:

- A. Required skills, knowledge and abilities;
- B. Required experience and education;
- C. Scope of responsibility;
- D. Accountability;
- E. Complexity
- F. Working conditions (e.g., indoor/outdoor, safety, etc.)
- G. Supervision given or received.

15.12.7 Warranted Reclassifications. Upon review of the factors above, the Committee may determine that based on the totality of the circumstances, the reclassification of a position may be warranted:

- a. If there is a significant proposed change in the types of duties and/or the level of the responsibility of one or more job areas;
- b. If there has been a gradual accretion of duties in a job classification (and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities);
- c. If it is determined that the position was originally under-classified (including job duties and salary in comparison with the overall classification plan in the District).
- d. If the job description does not accurately reflect the current duties of the position.

15.12.8 Salary Placement Due to Reclassification. In no event shall upward reclassification result in a loss of pay for a classified employee, and in no event shall the reclassification change the employee's anniversary date for the purposes of earning salary step increases. Unless agreed upon differently by the Committee, the reclassification accomplished by the Reclassification Committee shall become effective the July 1st following the November 30th reclassification submission date.

15.12.9 Voluntary Demotion Due to Reclassification. Bargaining unit members who accept voluntary demotion or are reclassified downward, and other employees who accept voluntary demotion as an incumbent of a position that has been reclassified downward into a bargaining unit position or classification, shall be placed on the corresponding step of the appropriate range as the step they previously had occupied in the higher range.

ARTICLE 16 - TRANSPORTATION

ARTICLE 16.1 – DEFINITIONS

16.1.1 “Regular Driver,” as used herein, refers to a bargaining unit Bus Driver position assigned a regular minimum number of hours per day, days per week, and months per year, excluding full and part-time driver/trainers, trainers, mechanics, and dispatchers.

16.1.2 A “Substitute Driver” is a driver, other than a Regular Driver assigned to a run or a route when a Regular Driver is absent or assigned to other duties. For the purpose of this section, other duties shall be considered extra trips as defined within this Article.

16.1.3 Seniority shall be accumulated based on the applicable provisions of the California Education Code.

16.1.4 A “Basic Daily Assignment” is that route assigned to a given Regular Driver which constitutes the Regular Driver’s designated minimum number of assigned hours per day, days per week, and months per year.

16.1.5 A “Permanent Route” is a given route assigned to a Regular Driver.

16.1.6 Permanent Route Vacancies. When during a school year a permanent route is established, the vacancy shall be put up for bid. In the event the vacancy is temporary, the route shall be bid by seniority and rotated every nineteen (19) working days.

ARTICLE 16.2 - EXTRA TRIP DRIVING ASSIGNMENTS

16.2.1 Subject to Sections 16.2.2, 16.2.3 and 16.2.4 below, the District shall rotate special assignments by reference to trip boards described below:

16.2.2 Local Trip Board (In-District). Regular Drivers may volunteer for local trips by requesting their name be placed thereon in order of seniority. Local trips shall be assigned in rotating order on the basis of seniority. A Regular Driver who accepts or declines a trip shall then go to the bottom of the list. A Regular Driver whose trip is canceled shall be assigned the next trip. A “Local Trip” is defined as one within the geographical limit of Banning Unified School District, Beaumont, Cherry Valley, and Oak Glen areas.

16.2.3 Out-of-District Trip Board. Regular Drivers who are qualified for out-of-district field trips may volunteer for out-of-district trips by requesting their name be placed on the out-of-district trip board in order of seniority.

16.2.4 Regular Drivers must submit a two-week notification to the Transportation Supervisor prior to being placed on the out-of-district trip board; thereafter, Regular Driver requesting to be removed from the board may do so immediately upon written request. Regular Drivers shall receive twelve (12) hours’ notice for extra trips. If less than twelve (12) hours is received, the Regular Driver may or may not take the trip and would still remain in current rotation place on the trip board. Less than twelve (12) hour notice will have no effect on trip rotation. A Regular Driver who accepts or declines a trip shall then go to the bottom of the list. A Regular Driver whose trip is canceled shall be assigned the next trip. In the event fewer than five (5) Regular

Drivers volunteer for the out-of-district trip board, the Transportation Supervisor may solicit Regular Drivers to accept out-of-town trips not listed on the board, provided that the most senior volunteer Regular Driver available is offered the trip in accordance with this section.

16.2.5 Regular Drivers who are absent from work due to illness or injury, as specified in Education code Section 45191, or its successor for any part of the day that an extra trip is scheduled, shall not be entitled to the extra trip assignment. Regular Driver who are forced to turn down an extra trip assignment due to industrial accident leave, training commitments, advisory council commitments, negotiations, or any other District-sponsored or mandated commitments shall not be deemed to have voluntarily turned down a trip and shall suffer no loss to an extra trip assignment. Any Regular Driver who turns down three (3) consecutive extra trip assignments shall be denied extra trip assignments for thirty (30) days. If a Regular Driver has accepted an extra trip at least a week in advance and then chooses to cancel, a forty-eight (48) hour written notice must be given or the Driver shall be denied extra trip assignments for two (2) extra trip rotations, unless proof of emergency can be provided. An emergency is defined as circumstances beyond the employees control. Regular Drivers may trade trips with the Regular Driver scheduled above and below on the respective trip boards provided that notification timelines are adhered to as enumerated with this Article.

16.2.6 Summer Route Board. Summer routes shall be offered as extra duty. Regular Drivers who volunteer for summer routes shall do so by requesting their name be placed on the summer route board. Summer routes shall be available to be bid upon by drivers on the summer route board based on seniority. Summer routes shall consist of no less than four (4) hours. The District reserves the right to assign work within the Bus Driver job description to ensure the minimum number of daily working hours is met (i.e. seat repair, fueling and deep cleaning of buses, training, etc.). Summer route extra duty shall be for the duration of the summer school.

ARTICLE 16.3 - EXTRA TIME

Extra work, other than extra trips, shall be assigned as equally as practicable based on the seniority of available Regular Driver. Extra work includes the washing and cleaning of buses and district vehicles. Regular Drivers may be assigned extra duties in lieu of regular driving hours at the discretion of the supervisor.

ARTICLE 16.4 - INITIAL DRIVER ASSIGNMENTS

16.4.1 The District shall determine which routes will be bid annually before the start of school, if possible. Bidding shall be in order of seniority among all Regular Drivers. All runs available for bid shall be prominently posted prior to the commencement of the bidding process. In general, all runs will be available for bid.

16.4.2 At the beginning of each school year, all newly hired or existing Regular Drivers shall be provided with at least six and half (6.5) base hours. Regular Drivers will be paid their normal rate of salary in order to bid on routes during said in-service. The District reserves the right to assign work within the Bus and Van Driver job description to ensure the minimum number of daily working hours is met (i.e. seat repair, fueling and cleaning of buses, training, etc.).

16.4.3 If during the initial bidding process at the beginning of the school year a permanent route becomes vacant, or when a new permanent run is created, the vacancy shall be put up for bid during the route rebidding process below.

ARTICLE 16.5 - ROUTE REBIDDING PROCESS

16.5.1 No later than the fortieth (40) instructional day of the school year, all routes that have been changed, modified or reassembled during the weeks leading up to the rebidding process contemplated herein, shall be available to be bid upon by drivers based on seniority. All drivers will be able to rebid on routes they are qualified to drive (as per Article 16.4.1 above). If a route is vacated, that route also will continue down the seniority list until completion of bidding by all eligible drivers. Rebidding shall take place by seniority. Subject to the minimum base hour requirements specified in Article 16.4.2 above, the rebidding process may result in an increase or decrease in work hours depending upon seniority, the routes available, and the route each driver may choose, provided however that no driver has less than the minimum working hours specified in Article 16.4.2.

16.5.2 After the rebidding process, The District still reserves the right to add runs, delete runs, modify stops on existing schedules and add or delete routes, subject to the need to rebid new or vacant routes as per Article 16.5.3 below. This shall not be construed as a waiver of CSEA's right to negotiate those matters within the scope of representation under EERA, including the right to negotiate the effects of a layoff, or the decision and effects of a reduction in hours.

16.5.3 Notwithstanding any bidding or re-bidding process specified above, any route(s) that becomes available during a school year due to a driver's departure from the Transportation Department (e.g. due to retirement, medical separation, promotion, resignation or dismissal), shall be initially offered to the most senior driver. If the senior driver accepts the recently vacated route, the driver's original route shall be then offered to the next most senior driver. If the driver declines a vacated route, that route shall then be offered to the next most senior driver. This process shall be repeated and continued until each route that becomes vacant is reassigned. A Driver can submit a request to NOT be considered in any subsequent bidding process of routes of less working hours than his or her current route that may become available during the school year due to a driver's departure from the Transportation Department.

ARTICLE 16.6 - COMPENSATION FOR TRANSPORTATION

16.6.1 Thirty (30) minutes per day for sweeping, washing windows, and cleaning the dash.

16.6.2 Thirty (30) minutes per day for inspection of the bus as per the list provided by the District as agreed upon by CSEA.

16.6.3 Any driver reporting to the District for a weekend, holiday, and/or recess run which is canceled without notice, shall receive four (4) hours of straight pay. A driver called back to the District or remaining beyond his/her normal work day for a weekday extra time trip which is canceled without notice, shall receive two (2) hours pay at the applicable rate.

16.6.4 Any drivers on extra trips, who are required to remain for the duration of the event for which the trip is made, shall be paid for all standby hours at the appropriate rate of pay. Thirty

(30) minutes shall be assigned at the end of such trips for the purpose of cleaning the buses and completing paperwork.

16.6.5 Notwithstanding any other provisions of this Agreement, if a route/trip requires an overnight stay, the District shall be relieved of the obligation of payment for hours between the time that any driver finished his/her regular duties in the afternoon (or evening) and the time the driver resumes his/her duties the following morning. Lodging requirements shall be determine

through negotiations. Meal reimbursement shall be as follows: Maximum amounts allowable for meals are \$55.00 per diem or the rate per current board policy.

16.6.6 Staff meetings will be held for the purpose of conducting in-service training, discussions of safety or policy developments, or other discussions and matters as the District and CSEA determine to be appropriate. Employees attending these meetings shall be in paid status.

16.6.7 Any meetings or workshops whereby a driver attains hours for his/her bus driver license renewal, as required by the State of California, shall be in a paid status up to the minimum number of such hours required annually. For the purposes of this section, attendance during voluntary workshops shall be paid upon completion of said workshop provided that renewal hours are accredited. The meetings and workshops contained herein shall be including but not limited to mandatory physical examinations and CHP testing.

ARTICLE 16.7 - ADVISORY COMMITTEE

An Advisory Committee will be appointed by CSEA, Chapter #147, in accordance with the applicable provisions of the Chapter's Constitution and Bylaws. The committee may meet monthly during the academic year and shall call such meetings, open to all transportation bargaining unit employees, as deemed necessary. Meetings called by the committee shall be on the employee's own time unless such meetings are requested by the District. The purpose of the committee is to act as a liaison between the District and appropriate CSEA representative in order to monitor and review unit members' concerns. The committee acts in an advisory capacity.

ARTICLE 17 - CHILD ABUSE REPORTING

ARTICLE 17.1

The District and CSEA agree that the requirement of the California Child Abuse and Reporting Act (CCARA) shall be met. The District shall provide to all employees an orientation session dealing with the reporting requirements, mandated reporters, and report receiving agencies.

ARTICLE 17.2

Effective January 1, 1985, any person who enters into employment with the District in such a capacity that is identified as a child care custodian, must sign a statement provided by the District stating that they are aware of their duty to report child abuse/neglect and their willingness to comply.

ARTICLE 17.3

The District and CSEA identify all bargaining unit job classifications as child care custodians and mandated reporters.

ARTICLE 17.4

The District and California Penal Code, Section (11172) (a), provides protection to employees from civil or criminal liability for any report required or made under this law. The District further protects the employee from any retribution by the employer / supervisor for carrying out this required responsibility.

ARTICLE 17.5

The District shall provide to all work areas a supply of reporting forms and mailing envelopes. Employees should meet the legal requirements of calling in an initial report and, within thirty-six (36) hours, making the written report to the Child Abuse Reporting Agency (24 hours), phone number 1-800-442-4918, or other reporting authority, such as the police or sheriff's department or other reporting agency.

ARTICLE 18 - PERFORMANCE EVALUATIONS & PROBATIONARY PERIODS

ARTICLE 18.1

Evaluations shall be made by the immediate supervisor and/or the site supervisor, or the Superintendent or designee. Information of a derogatory nature, including any information contained in any evaluation, shall not be entered or placed in the employee's personnel file unless and until the employee is given an opportunity to respond. The employee shall have ten (10) working days after receipt of the derogatory information to review and comment thereon. An employee shall also have the right to enter and have attached to any evaluation, or to any derogatory statement whether contained in an evaluation or not, his/her own comment(s) thereon.

ARTICLE 18.2 - EVALUATION SCHEDULE AND PROBATIONARY PERIODS

All regular classified employees shall be evaluated by their immediate supervisors in accordance with the following schedule:

18.2.1 Probationary employees - The initial probationary period for employees new to the District shall be six (6) months. Such unit members may be evaluated at any time prior to the fifth month of service.

18.2.2 Permanent employees - At least once each year, during May, and at any time more than 60 working days later when the employee leaves the control of that supervisor.

18.2.3 Promoted Employees – A bargaining unit employee who is promoted to or otherwise accepts a position in a different classification in which he/she has not passed a probationary period shall serve a promotional probationary period of six (6) months in the new classification. Such unit members shall be evaluated at least once during the probationary period. An employee serving a promotional probationary period, who subsequently fails to satisfactorily complete their promotional probationary period, shall be returned to their previous position. Nothing in this article restricts the District from disciplining employees as per Article 10 – Disciplinary Procedures of this Agreement.

ARTICLE 18.3 - WHO MAKES EVALUATIONS

Each immediate supervisor under whom the employee has served for 60 working days or more during any rating period shall provide a performance evaluation, even though the employee may have left his/her control.

ARTICLE 18.4 - PROCEDURE TO BE FOLLOWED

18.4.1 Performance evaluation reports shall be made on the agreed-upon Evaluation Form attached in Appendix, which shall be prepared by the employee's evaluator. The form shall be

reviewed by the next higher supervisor and, if the need for improvement is noted, by the Department Head.

18.4.2 The evaluator shall present the performance evaluation report to the employee and shall discuss it with him. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.

18.4.3 Performance evaluation reports shall be filed in the employee's personnel records and shall be available for review in connection with promotional examinations and disciplinary actions.

ARTICLE 18.5 - SPECIAL EVALUATIONS

At any time, a supervisor may with the approval of his department head, issue to an employee a Notice of Outstanding Service or a Notice of Unsatisfactory Service. Such notices shall be made on prescribed forms and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the employee. They shall be delivered to the employee personally by his/her evaluator whenever practicable. A copy of such Notice shall be placed in the employee's personnel record and shall be available for review in connection with promotional examinations.

ARTICLE 18.6

Any non-negotiated increase in classified duties due to District growth or inability to maintain sufficient staffing shall not result in a unit member's negative performance evaluation.

ARTICLE 19 - LAYOFF AND RE-EMPLOYMENT

ARTICLE 19.1 – DEFINITIONS

19.1.1 Employee: An employee, for the purposes of this Article, is a permanent or probationary employee of the classified bargaining unit.

19.1.2 Layoff: A layoff means a separation from the classified service for a bona fide lack of work and/or lack of funds, but also includes any reduction in hours of employment or assignment to a class or grade lower than in which the employee has gained seniority, voluntarily consented to by the employee through any bumping process, in order to avoid interruption of employment by layoff.

19.1.3 Seniority or Length of Service: For the purpose of this Article means all date of hire service in a classification, plus higher classes, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.

19.1.4 Effective Date of Layoff or Termination Date: Shall be the last actual working day.

19.1.5 Displacement: A classified employee who is laid off from a classification who has service in another equal or lower classification shall have the right to displace a less senior employee in the equal or lower classification in which they have earned seniority.

ARTICLE 19.2 – APPLICATION

19.2.1 Layoff shall occur only for lack of work and/or lack of funds.

19.2.2 A layoff shall be affected within a classification. An employee with the least seniority shall be laid off first. Least seniority means the employee who has been employed the shortest time in the classification plus higher classifications.

19.2.3 An employee laid off in one classification, who had gained seniority in a previous classification, may move or bump into a position in that classification if his or her seniority is greater than those employees serving in that position.

19.2.4 An employee displaced from his/her classification, as a result of being bumped, shall have the same bumping rights as set forth in paragraph D (re-employments).

19.2.5 Equal Seniority. If two (2) or more employees subject to layoff have equal classification seniority, the determination as to who should be laid off first shall be made on the basis of the hire date seniority or, if that is equal, the determination shall be made by lot.

19.2.6 Layoff in Lieu of Bumping. An employee who elects a layoff in lieu of bumping shall maintain his/her re-employment rights as defined under this Article.

19.2.7 No regular employee (permanent or probationary) of the classified service shall be laid off from any position while employees serving under emergency, provisional, or limited or short term employment are retained in positions of the same classification or in positions that such regular employee is qualified to serve.

19.2.8 Voluntary Demotion or Voluntary Reduction in Assigned Time in Lieu of Layoff. In lieu of layoff, after exercising bumping privileges, an employee may voluntarily consent to a reduction in hours of employment or may elect voluntary demotion to a vacant position in any

classification with the same or lower maximum salary in which he/she has previously served in a permanent status in order to avoid interruption of employment, but such reassignment shall be accomplished in accordance with this Article and the employee shall be returned, at his/her option, to his/her formal class or to a position with increased assigned time as vacancies become available and in accordance with his/her seniority on the re-employment list. Before such a reduction is offered, the affected employee shall be entitled to a conference with the Administrator of Human Resources and shall be entitled to representation by CSEA.

19.2.9 An employee electing to accept demotion or reduction of assigned time in lieu of layoff must notify the District in writing of such election no later than ten (10) working days after receipt of layoff notice.

19.2.10 Retirement in Lieu of Layoff. An employee who is laid off may elect service retirement and the District shall notify PERS that retirement was due to layoff upon receipt of notification by the employee. Such employee shall within ten (10) work days prior to the effective date of proposed layoff complete and submit a retirement form provided by the District for this purpose.

19.2.11 Seniority Roster. The District shall maintain an updated seniority roster indicating each bargaining unit member's seniority in all classifications including hire date which shall be available to CSEA no later than ten (10) work days after CSEA's request.

ARTICLE 19.3 - NOTICE

19.3.1 A written notice of layoff shall be personally served or sent by certified mail to affected employee's last address given to the District, not less than sixty (60) days prior to the effective date of the layoff. A copy of each notice shall be sent to the President of the CSEA Chapter. When, as a result of the expiration of a specially funded program, where classified positions must be eliminated at the end of any school year, and where classified employees will be subject to layoff for lack or termination of funds, the employees to be laid off at the end of the school year shall be personally served or sent notification, as noted above, no later than April 29th. However, if the termination date of any specially funded program is other than June 30, the layoff notice shall be personally served or sent as noted above to the employee no later than sixty (60) calendar days prior to the effective date of the layoff.

19.3.2 The notice shall contain:

19.3.2.1 The reason for layoff and its effective date;

19.3.2.2 The employee's displacement rights, if any;

19.3.2.3 The employee's re-employment rights;

19.3.2.4 A statement of the employee's rights to representation by the Exclusive Representative;

19.3.2.5 Such notice shall also inform the employee of his/her maintenance of benefit rights.

19.3.3 RE-EMPLOYMENT RIGHTS

19.3.3.1 Persons laid off because of a bona fide lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months. Re-employment shall be in reverse order of layoff. Re-employment of laid off employees shall take precedence over

employment of new applications. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of thirty-nine (39) months.

19.3.3.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.

19.3.3.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid Re-employment list they shall be ranked on that list in accordance with their proper seniority.

19.3.3.4 Re-employment shall be in the reverse order of layoff within each classification; the last one laid off in a classification will be the first one offered re-employment. An employee electing to accept demotion or reduction of assigned time in lieu of layoff must notify the District in writing of such election no later than ten (10) working days after receipt of layoff notice.

19.3.4 Re-employment shall be in the reverse order of layoff. (Last one laid off in a classification will be first one offered re-employment.)

19.3.5 Offers of re-employment shall be made on the basis of re-employment lists based on the highest seniority.

19.3.6 Employees on re-employment lists shall be eligible to compete in promotional examinations. Notification of promotional opportunities shall be sent to the last address given to the District by the employees on the re-employment list by U.S. Mail.

19.3.7 Notification of Re-employment Openings. Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be provided to the CSEA Chapter 147 President by the District. New job openings for unit members will be posted and advertised for not less than five (5) working days. It shall be the employee's responsibility to keep the District's Human Resources Department informed of their current mailing address and current phone number.

19.3.8 An employee on a re-employment list shall have seven (7) working days after receipt of an offer of re-employment to accept or decline, in writing, the offer of employment to his/her former classification. Failure of the employee to retrieve delivered mail or respond to notifications from the U.S. Postal Service of attempted delivery shall count as an offer of reemployment. If the more senior employee rejects the District's offer of reemployment, either in writing or by failure to timely respond, the District shall then offer reemployment to the next most senior eligible employee in the classification on the reemployment list. Rejection of three offers of reemployment to the employee's former classification at equal or greater daily and annual working hours equivalent to the one held at the time of layoff shall result in the removal of the employee from the reemployment list, and no additional offers of reemployment need be made by the District.

19.3.9 An employee who has been laid off and placed on a reemployment list may be employed as a substitute or limited-term employee in any classification for which he or she is qualified and such employment shall in no way affect his or her status on any reemployment list or eligibility for reemployment. Refusal of an offer of substitute or limited-term employment, or an offer of reemployment to a position of less wages, daily working hours or work year, or to a lower classification, shall not affect the standing of any employee on a re-employment list.

19.3.10 Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of pay or benefits.

19.3.11 Offers of reemployment are to fill vacant positions, and may be at a different work location than the one from which the employee was laid off.

ARTICLE 19.4 - MAINTENANCE OF BENEFITS RIGHTS

19.4.1 Health and Welfare Benefit

19.4.1.1 Eligibility for District contributions (as defined in Article 13 of the Health and Welfare Benefits Article of the contract), once achieved in a fiscal year shall not be reduced for the first three (3) months despite the fact the hour-per-week qualifications may change due to voluntary reduction of hours by the employee to avoid interruption of employment by layoff.

19.4.1.2 If the employee is laid off or elects retirement in lieu of layoff, his/her eligibility for District contributions shall continue for three (3) months from the effective date of layoff. Thereafter, the employee that is not retired shall be permitted to remain in the District offered health and welfare plans at his/her own expense, by reimbursing the District monthly for a period of thirty-nine (39) months.

19.4.2 Leave Benefits

19.4.2.1 Sick leave will be earned and used based on hours worked.

19.4.2.2 If the employee is laid off, all sick leave accumulated prior to the effective date of layoff shall be credited back to the employee's records upon his/her re-employment with the District.

19.4.2.3 Employees laid off while on any leave shall be subject to this agreement.

ARTICLE 19.5 - DISPLACEMENT OF BARGAINING UNIT WORK

Work performed by bargaining unit members laid off because of a lack of work or lack of funds will not be performed by students, teachers, volunteers, supervisors, management or confidential employees, nor will such work be contracted out to outside public or private agencies.

19.5.1 Displacement of Bargaining Unit Work. Work performed by a bargaining unit member laid off because of lack of work or lack of funds will not be performed solely by volunteers or students. The intent of this Article is not to limit the District's normal volunteer program, but in no case will bargaining unit members on layoff status be replaced by volunteers or work contracted out to public or private agencies. Upon return to work, all time during which an employee was in a laid off status, that shall be counted for seniority purposes not to exceed thirty-nine (39) months, in addition to seniority earned prior to the effective date of layoff, except that

during such time the employee will not accrue vacation, sick leave, holidays, or other leave benefits.

ARTICLE 19.6 - CONSIDERATION FOR VACANCIES

All laid-off persons shall receive priority consideration for any vacancy for which he/she qualifies and applies before consideration is given to any outside applicant.

ARTICLE 19.7 - NOTIFICATION TO CSEA AND RIGHT TO NEGOTIATE EFFECTS OF LAYOFF

The District acknowledges an obligation to bargain the impact and effects of layoff, to the extent that such impact and effects have not already been the subject of agreement, upon a timely demand by the CSEA. The District also acknowledges that the CSEA has the right to bargain the decision and effects of any reduction of hours, work year, or reduction of hours of any vacant position, except to the extent that specific provisions of the agreement cover such issues. The District shall notify CSEA of its intent to layoff any bargaining unit members prior to actual notice to any affected employee. A copy of each layoff notice shall be sent to CSEA in accordance with Article 1.3.

This paragraph shall not be subject to the grievance procedure, but subject to obligations and remedies set forth or decided by PERB precedents and decisions. Nothing in this Article shall be considered a waiver of CSEA's right to negotiate the impact and effects of any layoffs, and the decision, impact and effects of any reduction in hours or assignment, except to the extent that specific provisions of this agreement covers such issues.

CONTRACTING OUT

ARTICLE 19.8 – SUBCONTRACTING

19.8.1 Except as otherwise specifically provided in this Agreement, the Employer shall not place the production, service, maintenance, and/or distribution of bargaining unit work with outside contractors or subcontractors.

19.8.2 It is understood that the Employer shall not subcontract work routinely performed by bargaining unit employees.

19.8.3 The employer may contract out work which is not routinely or customarily performed by bargaining unit members or which requires special skills, knowledge, experience, or equipment not possessed by employees covered by the Agreement. In the event the Employer finds it necessary to contract work, the Employer agrees to provide the CSEA, upon request, with a complete written explanation of the work to be contracted out and the reasons therefore. Nothing in this paragraph waives CSEA's right to negotiate both the decision and effects of the contracting out of any work routinely or customarily performed by classified bargaining unit members.

19.8.4 In accordance with established past practices, all work which can be properly and safely performed by employees covered by this Agreement will be assigned to and performed by those

workers. Major projects, including construction of new facilities and reconstruction per PCC section 22002(c), exceeding \$15,000 or requiring public bidding, which are not routinely or customarily performed by bargaining unit members, shall be specifically excluded from the provisions of this section.

ARTICLE 20 - COMPLETION OF MEET AND NEGOTIATE

This above agreement constitutes the complete understanding between the parties for the term of the Agreement. This Agreement supersedes all previous collective bargaining agreements, rules or regulations concerning the matters covered herein, including those previously covered prior to the elimination of the Merit system at Banning USD on July 1, 2015, including specifically any Merit System Rules and Regulations previously in place prior to July 1, 2015. Except as specifically provided herein, the remaining provisions of the parties' July 1, 2017 through June 30, 2020 agreement, and the parties' 2018-19 and 2019-20 tentative agreements and MOUs shall be incorporated into this successor agreement.

The parties agree that the understandings and agreements arrived at through negotiations are set forth fully and completely herein. During the term of this Agreement, except as specifically provided by the Agreement, neither party shall be required to negotiate with respect to any matter covered in this Agreement to the extent permitted by law.

ARTICLE 20.1 - CONCERTED ACTIVITIES

In consideration of the District's entering into this Agreement, and during the term of this agreement, which includes an arrangement for the District to collect and remit to CSEA authorized deductions from employees, CSEA agrees to the following:

20.1.1 Apart from and in addition to existing legal restrictions upon work stoppages, neither CSEA nor its officers, officials, agents, or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever, including but not limited to disputes which are subject to any grievance procedure, disputes with other labor organizations, persons, or employers, jurisdictional disputes, or compliance with the request of other labor organizations to engage in such activity.

20.1.2 In the event that any of the occurrences prohibited by the preceding paragraph take place, CSEA and its officers, agents, representatives, and responsible officials, shall immediately and publicly disavow such action and shall use all means within their power to end or avert such action at the earliest possible time, and shall not honor any picket line set up under such circumstances.

20.1.3 Any employee hereunder engaging in or assisting in any of the activities prohibited by 20.1.1 above shall be subject to discipline or discharge, as determined by the District and such discipline shall be for just cause.

20.1.4 In the event that CSEA, its members, agents, representatives, unit members or persons acting in concert with them have violated the provisions of this Section over a grievance or dispute which would have otherwise properly been subject to resolution through any grievance procedure, CSEA and the unit member(s) represented therein, shall be deemed to have waived the right to process the grievance and the grievance shall be considered as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto

ARTICLE 21 – USE OF TECHNOLOGY

21.1. Equipment Global Positioning System (GPS). It is the intention of the parties that the vehicle GPS equipment will not be used to replace, supplant, or circumvent the supervisory or managerial responsibilities associated with employee supervision, when reasonable. The use of technology will be utilized as a secondary method to substantiate bargaining unit members are performing duties as assigned, adherence to District policy, and collective bargaining agreement.

21.1.1. All Bargaining Unit Members, including the CSEA Chapter 147 President, shall be notified of the presence and use of GPS devices installed in District equipment.

21.1.2. The GPS equipment shall not be used to determine when Bargaining Unit Members arrive at work to begin their shift.

21.1.3 The District will not use the GPS equipment to monitor bargaining unit members during the course of their regular and routine performance.

21.1.4 The District will not engage in GPS surveillance that involves disparate, arbitrary, or targeted surveillance of Bargaining Unit Members.

21.1.5 If a violation of the law, District Policy, Collective Bargaining Agreement, or a pattern of unsafe behavior is reported, data gathered through GPS may be used to confirm or refute any allegations of misconduct; the data gathered may be used as evidence in the disciplinary process.

21.1.6 If GPS data is to be used in a discipline situation, the Bargaining Unit Member or CSEA may request to view GPS data. Management shall provide time to view the available data request before initiating a formal discipline process.

21.1.7 The Human Resources Department agrees to oversee the implementation of this agreement and will investigate any concerns raised regarding the GPS, proper discipline standards, or work environment safety concerns.

21.1.8 The District will utilize proper discipline standards in accordance with the District policy and/or the Collective Bargaining Agreement.

21.1.9 GPS data access shall be limited to Management positions and direct support staff only, and confidentiality shall be maintained through the District's non-disclosure confidentiality form.

21.2. Video Cameras. The intent and purpose of the video monitoring equipment is to enhance the security of students, staff, facilities, District assets, and to respond to crisis situations more effectively.

21.2.1 All bargaining unit members, including the CSEA Chapter 147 President, shall be notified of the presence and use of video devices on district property.

21.2.2 The district shall not use the video equipment to monitor bargaining unit member's performance.

21.2.3 If an allegation of a violation of the law, District policy, contract or a pattern of unsafe behavior is reported, data gathered through video surveillance may be used to confirm or refute any allegations of misconduct. The data gathered pertaining to the reported incident only may be evidence in the disciplinary process.

21.2.4 If video data is to be used in an employee discipline situation, a bargaining unit member or CSEA may request to view video surveillance data, management shall provide time to view the available before initiating a formal discipline process.

21.2.5 The Human Resources Department agrees to oversee the implementation of this article and will investigate any concerns raised regarding the use of security cameras.

21.2.6 Video footage access shall be limited to Management positions and direct support staff only, and confidentiality shall be maintained through the District's non-disclosure confidentiality form.

21.3 District Provided Mobile Devices. It is the intention of the parties that the District Provided Mobile Devices equipment will not be used to replace, supplant, or circumvent the supervisory or managerial responsibilities associated with employee supervision, when reasonable.

21.3.1 The District Provided Mobile Devices shall not be used to determine when Bargaining Unit Members arrive at work to begin their shift.

21.3.2 The District will not use the District Provided Mobile Devices exclusively to monitor bargaining unit members' during the course of their regular and routine performance.

21.3.3 The District will not engage in monitoring of mobile devices that involves disparate, arbitrary, or targeted surveillance of Bargaining Unit Members.

21.3.4 If a violation of the law, District Policy, Collective Bargaining Agreement, or a pattern of unsafe behavior is reported, data gathered through use history may be used to confirm or refute any allegations of misconduct; the data gathered may be used as evidence in the disciplinary process.

21.3.5 If use history data is to be used in a discipline situation, the Bargaining Unit Member or CSEA may request to view use history data. Management shall provide time to view the available data before initiating a formal discipline process.

21.3.6 The Human Resources Department agrees to oversee the implementation of this agreement and will investigate any concerns raised regarding the District Provided Mobile Devices, proper discipline standards, or work environment safety concerns.

21.3.7 The District will utilize proper discipline standards in accordance with the District Policy and/or the Collective Bargaining Agreement.

21.3.8 Bargaining unit members assigned a District Provided Mobile Device shall not use the device for personal use such as on social media sites.

21.4 USE OF PERSONAL CELL PHONES

21.4.1 Bargaining unit members with the job classifications as provided below, who are directed to utilize their personal cell phone for work purposes, shall receive a monthly stipend of \$40. Non-twelve month employees will receive the monthly stipend in alignment with the pay frequency of their classification. This will provide access to any non-twelve month employees that work additional assignments during the summer. The District is not responsible for any loss or damage to the unit member's phone. The unit member shall hold the District harmless from any loss, injury, or danger that may result from use of personal cell phones. This cannot be implemented unless mutually agreed upon in writing between the District and the unit member. Should a unit member opt out of using their personal cell phone for work purposes, the District will issue a communication device.

- Custodian I, II
- Security I, II, and III
- Maintenance Person I and II
- Grounds I and II
- Dispatcher
- Bus Driver
- Van Driver
- Mechanic I and II
- Warehouse Person
- Food Services Delivery Driver
- Technology Technician
- Network Administrator
- District Outreach Specialist
- Special Education Paraeducator III

21.4.2 Bargaining unit members who are contacted by an administrator or direct support staff member, as approved by an administrator, on their personal cell phones for work purposes with the expectation to respond and/or perform a job duty, including phone calls and text messages, outside of their contracted work hours shall be compensated according to Article 12.5. Calls during non-scheduled contracted work hours to solicit future additional assignments are not considered call-backs.

SALARY SCHEDULE



**CSEA Chapter 147 Classified
Hourly Salary Schedule**
Effective Date: July 1, 2025

Ranges = 2.50%
Annual Steps A to F = 5.00%
Professional Growth Steps G to N = 1.25%

LONGEVITY PERCENTAGES		
After Completion of 7 years = 5%	After Completion of 20 Years = 1.5% (23.16% total)	
After Completion of 9 Years = 7.5% (12.88% total)	After Completion of 25 Years = 1.5% (25.01% total)	
After Completion of 14 Years = 7.5% (21.34% Total)	After Completion of 30 Years = 1.5% (26.88% Total)	

2% Increase

RANGE	Units/Hours		Units/Hours		Units/Hours		Units/Hours		Units		Units		Units	
	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G - 15/150	STEP H - 30/300	STEP I - 45/450	STEP J - 60/600	STEP K - 75 Units	STEP L - 90	STEP M - 105	STEP N - 120
1	\$ 17.63	\$ 18.51	\$ 19.43	\$ 20.40	\$ 21.42	\$ 22.50	\$ 22.78	\$ 23.06	\$ 23.35	\$ 23.64	\$ 23.94	\$ 24.24	\$ 24.54	\$ 24.85
2	18.07	18.97	19.92	20.91	21.96	23.06	23.35	23.64	23.93	24.23	24.54	24.84	25.15	25.47
3	18.52	19.44	20.42	21.44	22.51	23.63	23.93	24.23	24.53	24.84	25.15	25.46	25.78	26.10
4	18.98	19.93	20.93	21.97	23.07	24.22	24.53	24.83	25.14	25.46	25.78	26.10	26.43	26.76
5	19.46	20.43	21.45	22.52	23.65	24.83	25.14	25.46	25.77	26.10	26.42	26.75	27.09	27.42
6	19.94	20.94	21.99	23.09	24.24	25.45	25.77	26.09	26.42	26.75	27.08	27.42	27.76	28.11
7	20.44	21.46	22.54	23.66	24.85	26.09	26.41	26.74	27.08	27.42	27.76	28.11	28.46	28.81
8	20.95	22.00	23.10	24.25	25.47	26.74	27.07	27.41	27.76	28.10	28.45	28.81	29.17	29.53
9	21.48	22.55	23.68	24.86	26.10	27.41	27.75	28.10	28.45	28.80	29.16	29.53	29.90	30.27
10	22.01	23.11	24.27	25.48	26.76	28.09	28.44	28.80	29.16	29.52	29.89	30.27	30.65	31.03
11	22.56	23.69	24.87	26.12	27.42	28.80	29.16	29.52	29.89	30.26	30.64	31.02	31.41	31.80
12	23.13	24.28	25.50	26.77	28.11	29.52	29.88	30.26	30.64	31.02	31.41	31.80	32.20	32.60
13	23.70	24.89	26.13	27.44	28.81	30.25	30.63	31.01	31.40	31.79	32.19	32.59	33.00	33.41
14	24.30	25.51	26.79	28.13	29.53	31.01	31.40	31.79	32.19	32.59	33.00	33.41	33.83	34.25
15	24.90	26.15	27.46	28.83	30.27	31.79	32.18	32.58	32.99	33.40	33.82	34.24	34.67	35.11
16	25.53	26.80	28.14	29.55	31.03	32.58	32.99	33.40	33.82	34.24	34.67	35.10	35.54	35.98
17	26.17	27.47	28.85	30.29	31.80	33.39	33.81	34.23	34.66	35.10	35.53	35.98	36.43	36.88
18	26.82	28.16	29.57	31.05	32.60	34.23	34.66	35.09	35.53	35.97	36.42	36.88	37.34	37.81
19	27.49	28.86	30.31	31.82	33.41	35.08	35.52	35.97	36.42	36.87	37.33	37.80	38.27	38.75
20	28.18	29.59	31.07	32.62	34.25	35.96	36.41	36.87	37.33	37.79	38.27	38.74	39.23	39.72
21	28.88	30.33	31.84	33.43	35.11	36.86	37.32	37.79	38.26	38.74	39.22	39.71	40.21	40.71
22	29.60	31.08	32.64	34.27	35.98	37.78	38.25	38.73	39.22	39.71	40.20	40.71	41.22	41.73
23	30.34	31.86	33.45	35.13	36.88	38.73	39.21	39.70	40.20	40.70	41.21	41.72	42.25	42.77
24	31.10	32.66	34.29	36.00	37.81	39.70	40.19	40.69	41.20	41.72	42.24	42.77	43.30	43.84
25	\$ 31.88	\$ 33.47	\$ 35.15	\$ 36.90	\$ 38.75	\$ 40.69	\$ 41.20	\$ 41.71	\$ 42.23	\$ 42.76	\$ 43.30	\$ 43.84	\$ 44.38	\$ 44.94

CALENDARS



Banning Unified School District 2025-26 Academic Calendar

Key			
H = Holidays	N = New Teacher Orientation		
PD = Professional Development Days	M = Minimum days		

July

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
K-5																															N	N
6-8																															N	N
9-12																															N	N

August

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
K-5	N			PD	PD	PD							M							M											
6-8	N			PD	PD	PD							M							M											
9-12	N			PD	PD	PD							M							M											

September

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
K-5	H		M							M																					
6-8	H		M							M																					
9-12	H		M							M																					

October

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K-5	M									M					M																
6-8	M									M					M																
9-12	M									M					M																

November

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K-5					M	M				M	H	M	M																H	H
6-8					M					M	H	M																	H	H
9-12					M					M	H	M																	H	H

December

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K-5			M																	M	M	PD									H
6-8			M																	M	M	M	PD								H
9-12			M																	M	M	M	PD								H

January

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K-5	H									M																					
6-8	H									M																					
9-12	H									M																					

February

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K-5																													
6-8																													
9-12																													

March

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K-5																															
6-8																															
9-12																															

April

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K-5	M	M	H																											
6-8	M	M	H																											
9-12	M	M	H																											

May

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
K-5																															
6-8																															
9-12																															

June

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
K-5	M	M	M	PD																										
6-8	M	M	M	PD																										
9-12	M	M	M	PD																										

Holidays

July 4	Independence Day Observed	January 1	New Years Day Observed
September 1	Labor Day	January 19	Dr. Martin Luther King Jr. Day
November 11	Veterans Day	February 16	Washington's Day
November 24 - 28	Thanksgiving Recess	February 20	Lincoln's Day
November 27	Thanksgiving Day	February 16-20	Presidents' Week
November 28	Day After Thanksgiving	April 3	Good Friday
December 19 - January 6	Winter Recess	April 6 - April 10	Spring Recess
December 24	Floating Holiday	May 25	Memorial Day
December 25	Christmas Day Observed	June 19	Juneteenth
December 31	New Years Eve Observed		

	Elementary Grading Periods	Secondary Grading Periods	
	Grades TK-5	Grades 6-8	Grades 9-12
1st Trimester	August 7 - October 31	1st Quarter	August 7 - October 10
2nd Trimester	November 3 - February 27	2nd Quarter	October 13 - December 18
3rd Trimester	March 2 - June 4	3rd Quarter	January 7 - March 20
		4th Quarter	March 23 - June 4
Elementary Parent/Teacher Conferences: November 7 - November 14, March 10 - March 12 and June 3 - June 4			
Nicolet Parent/Teacher Conferences: October 13 - October 17 and March 25 - March 27			
Secondary Finals: December 16 - December 18 and June 2 - June 4			
SCHOOL SCHEDULES Posted on www.banning.k12.ca.us			
Approved: October 10, 2024			



Banning Unified School District 2026-27 Academic Calendar

Key	
H = Holidays	N = New Teacher Orientation
PD = Professional Development Days	M = Minimum days

July

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
K-5																															N	N	N
6-8																															N	N	N
9-12																															N	N	N

August

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
K-5																																
6-8																																
9-12																																

September

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
K-5																															
6-8																															
9-12																															

October

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K-5																															
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November

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December

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January

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February

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March

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April

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9-12																															

May

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K-5																															
6-8																															
9-12																															

June

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K-5																															
6-8																															
9-12																															

Holidays			
July 4	Independence Day Observed	December 31	New Years Eve Observed
September 7	Labor Day	January 1	New Years Day Observed
November 11	Veterans Day	January 18	Dr. Martin Luther King Jr. Day
November 23 - 27	Thanksgiving Recess	February 15	Washington's Day
November 26	Thanksgiving Day	February 19	Lincoln's Day
November 27	Day After Thanksgiving	February 15-19	Presidents' Week
December 18-January 5	Winter Recess	March 29 - April 2	Spring Recess
December 24	Floating Holiday	May 31	Memorial Day
December 25	Christmas Day Observed	June 19	Juneteenth

	Elementary Grading Periods	Secondary Grading Periods	
	Grades TK-5	Grades 6-8	Grades 9-12
1st Trimester	August 6 - October 30	1st Quarter	August 6 - October 8
2nd Trimester	November 2 - February 26	2nd Quarter	October 13 - December 17
3rd Trimester	March 1 - June 3	3rd Quarter	January 6 - March 19
		4th Quarter	March 22 - June 3
Elementary Parent/Teacher Conferences: November 6 - November 13, March 9 - March 11 and June 2 - June 3			
Nicolet Parent/Teacher Conferences: October 13 - October 16 and March 24 - March 25			
Secondary Finals: December 15 - December 18 and June 1 - June 3			
SCHOOL SCHEDULES Posted on www.banning.k12.ca.us			
Approved: October 10, 2024			

MEMORANDUM OF UNDERSTANDING

**JOB DESCRIPTIONS MOU
BETWEEN
BANNING UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS BANNING CHAPTER 147**

The Banning Unified School District (“District”) and the California School Employees Association and its Banning Chapter 147 (“CSEA”, collectively referred to as “Parties,”) agree to the negotiated changes to increase the salary range of the classified job descriptions listed below:

- Clerk classification to range 4
- Bilingual Clerk classification to range 6
- Technician I classification to range 5
- Technician II classification to range 8
- Technician III classification to range 18
- Human Resources Technician classification to range 18
- Food Service Worker I classification to range 2
- Food Service Worker II classification to range 4
- Food Service Worker III classification to range 6
- Food Service Worker IV classification to range 8
- Food Services Delivery Driver classification to range 8, including inventory/ordering language

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This MOU is not precedent setting and is subject to review under CSEA’s Policy 610.

**LIBRARY MEDIA SPECIALIST JOB DESCRIPTION MOU
BETWEEN
BANNING UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS BANNING
CHAPTER 147**

The Banning Unified School District ("District") and California School Employees Association and its Banning Chapter 147 ("Association-') agree to the negotiated changes to the Library Media specialist classified job description listed below:

- Move the classification up to range 6
- Increase the hours a day for the classification to 8 hours a day.
- Included technology in the job description.
- Included parent engagement activities in the job description.

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This MOU is subject to the approval process of both parties, including the review process of CSEA Policy 610.

**ATS/ISI SPECIALIST JOB DESCRIPTION MOU
BETWEEN
BANNING UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND IT'S BANNING
CHAPTER 147**

The Banning Unified School District ("District") and California School Employees Association and its Banning Chapter 147 ("Association") agree to the negotiated new classified job description and the effects of implementation listed below:

- The parties agree to create the ATS/ISI Specialist classification into the classified unit under the job description attached herein.
- Upon implementation of the ATS/ISI Specialist classification, the In School Intervention Specialist classification shall be eliminated from the bargaining unit.
- All bargaining unit members currently in the School Intervention Specialist classification shall be reclassified into the ATS/ISI Specialist classification.
- The affected incumbents of the ATS/ISI Specialist classification shall not be subject to a probationary period for their current position, unless currently serving under a probationary period.
- The classified incumbents affected by this change who have served in the In School Intervention Specialist shall retain all seniority from any service earned as a In School Intervention Specialist classification as if such service was earned in the new classification ATS/ISI Specialist in order to ensure that service and seniority in these classifications are not "orphaned" or otherwise lost once the new Job Description is put into effect.

These changes will go into effect on the first work day of the 2023-24 school year.

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This MOU is subject to the approval process of both parties, including the review process of CSEA Policy 610.

**SUPPLEMENTAL SUPPORT AND SITE-BASED TEAMS MOU
BETWEEN
BANNING UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND IT'S BANNING
CHAPTER 147**

The Banning Unified School District ("District") and the California School Employees Association and its Banning Chapter 147 ("CSEA", collectively referred to as "Parties,") have entered into this Memorandum of Understanding with the intent to outline the agreed-upon items regarding the supplemental support of custodial staff for rover crews to be dissolved and create site-based teams for the employees represented by CSEA. The District will collaborate with CSEA to reorganize and/or restructure operational staffing assignments, work schedules, and job standards district-wide.

Supplemental Custodial Staff Support:

- The District will supplement current custodial support to maintain a safe, clean operational environment conducive to learning.
- This supplemental support will meet student needs in the District's Expanded Learning Opportunity Program, contingent on funding.
- The District and CSEA shall collaborate to determine the appropriate number of supplemental custodial staff utilizing industry-standard staffing formulas and evaluate a midday shift.

Dissolution of Rover Crews and Creation of Site-Based Teams:

- The District proposes to dissolve the existing rover crews and establish site-based teams for custodial operations to improve safety conditions, communication, efficiency, and accountability.

The Custodial Night Crew Rovers shall be reassigned as follows:

- Custodian II (201244) will transition to the mid-shift at Nicolet Middle School.
- Custodian II (257221) will transition to the mid-shift at Banning High School.
- Custodian II (251843) will be assigned to Hemmerling Elementary School.
- Custodian II (326496) will be assigned to split time between Coombs and the District Office.
- Custodian II (220162) will be assigned to split time between Cabazon Elementary School and MOT.
- Custodian I (156378) will be assigned to Central Elementary School.
- Custodian I (334060) will be assigned to Cabazon Elementary School.
- Custodian I (300613) will be assigned to Hoffer Elementary School.
- Custodian I (172917) will be assigned to Hemmerling Elementary School.
- Custodian I (265552) will be assigned to Coombs.

- Custodian I (220743) will be assigned to Nicolet Middle School.

A Custodian I will report to School Sites during the day from 6:30 am to 3:00 pm due to program needs.

Two evening custodians will report to the elementary sites at 2:30 PM to 11:00 PM with the exception of Cabazon Elementary and Coombs Alternative Education. There will be one (1) Custodian I at these sites.

One (1) Custodian II will provide custodial services to Florida Street Discovery Center and Maintenance & Operations before ending their shift at Cabazon for safety purposes. One (1) Custodian II will provide custodial services to the District Office before ending their shift at Coombs for safety purposes. Mileage for travel will be reimbursed at the federal established rate for driving between sites.

Custodian II working Mid-Shift schedule will be from 10:00 AM to 6:30 PM only at Nicolet Middle School and Banning High School. Mid-Shift Custodian would continue to receive the pay differential of five (5) percent following the provisions of Article 12.6.

The District shall provide necessary training and resources to facilitate the successful implementation of the site-based teams.

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This MOU supersedes section D subsection 3 of the February 17, 2016, Reorganizations, New Positions, Staffing Levels and Assignment of Hours MOU.

This MOU is not precedent setting and is subject to review under CSEA's Policy 610.

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IN WITNESS WHEREOF, and in full recognition of the necessity of protective and precautionary physical distancing requirements and measures, the Parties execute this Memorandum of Understanding (MOU) under the full authority of each Party's Negotiations Team with the respective authorized signatories and dates set forth below.

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This MOU will be effective for the 2023-26 school years, unless extended or rescinded by mutual agreement, and expires on June 30, 20

**TRANSPORTATION OPERATIONS MOU
BETWEEN
BANNING UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION AND ITS BANNING
CHAPTER 147**

The Banning Unified School District ("District") and the California School Employees Association and its Banning Chapter 147 ("CSEA", collectively referred to as "Parties,") have entered into this Memorandum of Understanding with the intent to outline the agreed-upon terms regarding the Transportation split shift differential, increase of hours and salary, driver training program, and non-routine trips for the employees represented by CSEA Chapter #147.

Bus Driver Pay Increase

Effective July 1, 2025, the new salary for Bus Drivers will increase from range 8 to range 15.

Drivers affected by this range change shall retain their current step placement. Salary increase will be permanent and will be reflected in the Collective Bargaining Agreement.

Transportation Split-Shift Differential:

- Banning USD agrees to implement a transportation split-shift differential of 5% for eligible employees who perform split-shift duties related to transportation services. The split-shift differential will be permanent and reflected in the Collective Bargaining Agreement.
- The 5% differential will be applied to the base wage rate of eligible employees during the split-shift hours. Any additional trips paid at the overtime rate, will be compensated at the appropriate rate without a differential factor.

Increase of Hours:

Banning USD and CSEA Chapter #147 agrees to increase the standard work hours for transportation drivers to eight (8) hours per day to provide extended day transportation services to be funded from the Expanded Learning Opportunity Program Grant. All routes will continue to be subject to the bidding process outlined in Article 16.5 of the Collective Bargaining Agreement. The increase in hours is subject to funding availability and will revert to the original established hours.

Time outside of driving may include additional duties which may include but not limited to:

- Thorough cleaning and disinfecting transportation vehicles and related equipment.
- Support a safe and clean environment in the Transportation Yard.
- Minor transportation vehicle and related equipment repairs with supporting guidance from mechanic.
- Provide support with clerical duties as needed in the Transportation Department.
- Banning USD will work collaboratively with CSEA Chapter #147 to develop a revised work schedule that aligns with the increased hours and ensures operational efficiency.

TRANSPORTATION DRIVER RETENTION INCENTIVE

Existing Drivers who are in paid status on the first day of school will receive a one-time retention incentive payment on their August 31st pay cycle check (or on the first pay period after the completion of their six-month probationary period), based on their number of years of service completed in the district as a Driver, as noted below.

1 to 2 years	\$1,500 Retention Incentive
3 to 5 years	\$1,750 Retention Incentive
6 or more years	\$2,000 Retention Incentive

Should a Driver separate from the District the retention incentive will be prorated by days from the date received and will be collected on the Drivers' final paycheck.

TRANSPORTATION DRIVER RECRUITMENT INCENTIVE

Newly hired Drivers will receive a \$500 recruitment incentive after successfully completing three months of employment in paid status. Newly hired Drivers will also receive an additional \$1,000 bonus after successfully passing through their six-month probationary period (in paid status).

Should a Driver separate from the District, the retention incentive will be prorated by days from the date received and will be collected on the Drivers' final paycheck.

Paid Driver Program

1. Paid Driver Program for permanent part-time (less than 8 hours) Classified employees. Priority for extracurricular trips will be given to permanent employees in the driving program as long as it does not impact their primary position and they are certified to drive the vehicle required for the trip.

Non-Routine Trips

1. CSEA Transportation Drivers have the first right of refusal for extracurricular and field trip assignments. When assignments have no impact on home-to-school duties, priority will be given to the more senior drivers. Assignments that impact home-to-school duties may be contracted out under the following circumstances: duration of trip, size of group, availability of drivers, and number of driver vacancies.
2. Pursuant to Article 19.8.3 Subcontracting, work that is not routinely performed by bargaining unit members may be contracted out. The employer agrees to provide CSEA, upon request, with a complete written explanation of the work to be contracted out and the reasons therefore.

The parties agree to meet and reevaluate this MOU on an annual basis as part of the annual negotiations process.

This MOU supersedes the Transportation & Split Differential & Increase Hours MOU, and the Operations & Transportation MOU.

**This MOU shall sunset on June 30, 2027, unless extended by mutual agreement.
This MOU is not precedent setting and is subject to review under CSEA's Policy 610.**

Memorandum of Understanding (MOU)
Between The Banning Unified School District And
The California Schools Employee Association and its Banning Chapter #147 (CSEA)
2025-26 through 2026-27 Health and Welfare Benefits
September 10, 2025

The Banning Unified School District (“District”) and the California Schools Employee Association Chapter #147 (“CSEA”) (collectively referred to as the “Parties”) entered into this Memorandum of Understanding (“MOU”) to address the Health and Welfare benefits program for the 2025-27 fiscal year.

The parties agree to the following: Increase the health and welfare contribution and waiver benefit program by one thousand dollars (\$1,000) for the 2025-26 and 2026-27 fiscal years. Total district contribution and waiver program amounts are provided below:

- Benefits Contribution
 - 2025-26: $\$13,750 + 1,000 = \$14,750$
 - 2026-27: $\$13,750 + 1,000 = \$14,750$
- Waiver Program
 - 2025-26: $\$3,750 + 1,000 = \$4,750$
 - 2026-27: $\$3,750 + 1,000 = \$4,750$

This MOU supersedes and replaces the Health and Welfare MOU agreed upon as part of the 2024–25 negotiations between the District and CSEA. All previous MOUs related to health and welfare benefits for the 2025-26 school year are rendered null and void as of the effective date of this agreement.

This MOU will be effective for the 2025-26 through 2026-27 school years, beginning on July 1, 2025, and ending on June 30, 2027, or upon mutual agreement of both parties.

**MEMORANDUM OF UNDERSTANDING (MOU)
GROUNDS CLASSIFICATION CHANGE MOU
BETWEEN
BANNING UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS BANNING CHAPTER 147**

The Banning Unified School District ("District") and the California School Employees Association and its Banning Chapter 147 ("CSEA", collectively referred to as "Parties,") agree to the negotiated changes to the position classification change of the classified positions listed below:

- The current vacant Grounds II positions will be converted to a Grounds I position resulting in the same number of FTE's in the Grounds Department.-
- The remaining Grounds II incumbent shall not be impacted by the changes brought upon by this agreement and shall remain whole.
- The one (1) remaining Grounds II position shall remain and lead the work of the department.
- The parties agree that upon ratification of this agreement, the District will immediately post and fill the new Grounds I position.

This MOU is not precedent setting and is subject to review under CSEA's Policy 610.

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CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION REPORT

EMPLOYEE NAME:	SCHOOL/DEPARTMENT:	REPORTING PERIOD:	MEETING DATE:
POSITION CLASSIFICATION:	YEARS IN POSITION	CHECK ONE:	
		<input type="checkbox"/> Permanent	<input type="checkbox"/> Probationary

EVALUATION SCALE:	
EXEMPLARY (EX)	Regularly exceeds performance standards.
MEETS EXPECTATIONS (ME)	Regularly performs duties per the standard.
AREA OF GROWTH (AG)	Performs some duties per standards, but is not meeting expectations on some standards. Corrective steps needed.
UNSATISFACTORY (UN)	Performs duties inadequately and not per the standard. Immediate corrective steps required.

EX	ME	AG	UN	PERFORMANCE FACTORS: "Exemplary" or "Unsatisfactory" ratings must be explained, with examples, in the Evaluator Comments section.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. QUALITY OF WORK Work is accurate, thorough, neat, and completed in a timely manner; follows-through on multi-step tasks.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. QUANTITY OF WORK Produces the amount of work in accordance with the job description and the needs of the department or site.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. KNOWLEDGE OF JOB AND JOB SKILLS Demonstrates knowledge of job duties, their importance, and their purpose; demonstrates the necessary job skills including physical demands required to complete job functions.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. ATTENDANCE AND PUNCTUALITY Arrives at work and leaves at the appropriate times. Follows district policies and procedures related to using leave.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. FLEXIBILITY AND ADAPTABILITY Correctly learns new tasks; can successfully multi-task; handles situations properly as they arise, even under stress.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. INITIATIVE Seeks out new or additional tasks when appropriate or necessary. Solves problems and offers constructive ideas.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. JUDGMENT AND DECISION-MAKING Regularly uses good judgment and makes appropriate, ethical decisions in line with department or site policy.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. ORGANIZATION Tasks are organized, prioritized, and planned out ahead of time. Work area is clean, tidy, and ready for use.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. EFFICIENCY Tasks are completed in a competent, productive manner with minimal wasted effort, time, or expense.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. SAFETY, CARE, AND OPERATION OF EQUIPMENT Equipment related to the position is safely and properly used and maintained, making for a safe work area.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. COMPLIANCE Knows and adheres to district, department, and site policies and regulations, including appropriate recordkeeping.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. PERSONAL CARE AND APPROPRIATE DRESS Demonstrates appropriate personal care and grooming; wears the appropriate dress or uniform for the position.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. RELATIONSHIPS AND COMMUNICATION Develops and maintains positive relationships and communication with all members of the school community.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. PROFESSIONALISM Represents district and Board values in daily work and interactions; keeps word and shows respect towards others.

ACCOMPLISHMENTS & STRENGTHS:	
What employee accomplishments and strengths did the employee and evaluator see during the reporting period? Consider last year's goals.	
Employee:	
Evaluator:	

OVERALL EVALUATION:	
	EXEMPLARY (EX): Work performance meets the standard in all areas and goes above and beyond the standard in some or many areas.
	MEETS EXPECTATIONS (ME): Work performance meets the standard in all or nearly all areas.
	AREA OF GROWTH (AG): Work performance meets the standard in some areas, but corrective steps needed in other areas.
	UNSATISFACTORY (UN): Work performance does not meet the standard in some or most areas; immediate corrective steps required in multiple areas.

GOALS FOR THE NEXT EVALUATION PERIOD:	
What two goals, mutually agreed upon by the employee and evaluator, will be in place for the next evaluation period?	
Goal #1:	
Goal #2:	

SUPPORT, ASSISTANCE, AND TRAINING:

EVALUATOR COMMENTS:

Employee may make a response and attach the response to this evaluation. Any Employee response must be submitted within ten (10) working days to the Human Resources Department. This performance evaluation report and any Employee comments will be filed in the Employee's personnel folder. It is understood that in signing this form, Employee acknowledges having seen and discussed the evaluation.

EMPLOYEE SIGNATURE:	DATE:

EVALUATOR SIGNATURE:	DATE:

Executed this day, August 17, 2023 at Banning California.

FOR THE DISTRICT:

FOR CSEA CHAPTER 147:

Terrence Davis,
Superintendent

Jennifer Serrano,
CSEA President

Kirk Skorpanich
Assistant Superintendent of HR

Steven Moreno,
CSEA Labor Relations Representative