

Tentative Agreement
between
Beverly Hills Unified School District
and
California School Employees Association and its Beverly Hills
Chapter #328

May 8, 2024

The following attached tentative agreements are the summary of negotiations between the California School Employees Association and its Beverly Hills Chapter #328 (CSEA) and the Beverly Hills Unified School District (BHUSD/District).

All articles and provisions of the parties' 2021-2024 Agreement are incorporated as part of the BHUSD-CSEA 2024-2027 Agreement except as modified below. Articles which were withdrawn or which the parties have agreed to reopen in a future cycle are marked and unless modified in future negotiations remain status quo:

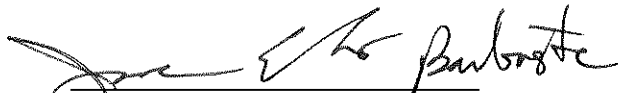
Article 5 - Employee Rights
Article 8 – Organizational Security (*withdrawn*)
Article 9 - Employee Benefits
Article 10 - Vacation
Article 11 - Holidays
Article 12 - Leaves
Article 14 – Hours and Overtime (*withdrawn*)
Article 15 - Salaries
Article 17 - Layoff and Reemployment
Article 22 – Term of Agreement

For the District:

For CSEA:

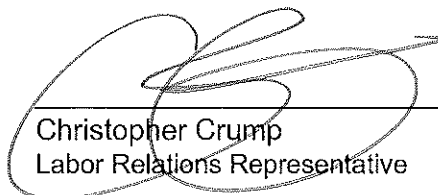


Matt Horvath, Ed.D.
Assistant Sup., Personnel Services



Jose Celis Bautista
President, Chapter #328

Dr. Amanda Stern
Board of Education President



Christopher Crump
Labor Relations Representative

Article V – Employee Rights

5.2 EVALUATION

- 5.2.1 Probationary unit members shall be evaluated by the immediate supervisor and/or the site administrator or designee by the end of the 1st, 3rd, and 5th months of service. The ~~normal~~ probationary period shall be 6 months **or 130 working days, whichever is longer**. If an employee's probationary period is to be extended, the District shall notify the employee of the length of the extension and the reason(s) therefore. In no event shall an employee's probationary period be greater than twelve months.
- 5.2.2 The evaluation procedure for permanent employees shall be at the end of each year's service. A review of the evaluation form to improve the evaluation process will occur every three years by a District committee which will include Association representation.

5.2 EVALUATION

EVALUATION SUB-COMMITTEE

The District and Association shall establish a sub-committee to review all procedures and forms related to the classified evaluation process. The committee will consist of six members, three appointed by the District and three appointed by the Association. The committee will commence meetings during the 2024-25 school year and will make its recommendations for modifications to the evaluation process no later than June 1, 2024. The District and Association bargaining teams shall meet immediately after the release of such recommendations to negotiate the inclusion of the recommendations into the Collective Bargaining Agreement. The Association members of the committee shall receive release time to attend committee meetings or shall be paid the certificated hourly rate for attendance at meetings occurring outside regular duty time.

- 5.2.3 The immediate supervisor shall prepare a formal written evaluation which shall include the direct observations, verifiable evidence, and direct knowledge of the unit member's job performance by the evaluator. Immediate supervisors shall identify themselves at the onset of the evaluation period with the employees they are evaluating in order to outline process and procedures. ~~The immediate supervisor shall advise the employee being evaluated that evaluations are not meant to be disciplinary in nature.~~

5.2.6 If any category on the performance report is rated lower than “satisfactory,” the following will be included on the evaluation:

- (a) statement of the problem or concern,
- (b) the desired improvement,
- (c) suggestions as how to improve,
- (d) provisions for assisting the employee, and
- (e) a timeline for the desired improvement for a period of not less than ninety forty-five (45) days

Article IX – Employee Benefits

9.1 Benefits

Increase the District’s annual maximum contribution of \$12,250.00 towards medical, dental, and vision insurance by \$1000.00 to equal to a total of \$13,250.00 effective July 1, 2024

Article X – Vacation

10.1 SCHEDULING

Vacations shall be scheduled at times requested by bargaining unit employees insofar as possible within the District’s work requirements. ~~Normally, Every effort shall be made by the employee to ensure~~ **vacations will be** are scheduled when school is not in session. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference. Requests for ~~three~~ **five** or more consecutive days of vacation must be submitted to the employee’s supervisor for approval **no less than 30 calendar days in advance of the requested vacation.** ~~by May 30 of the preceding school year.~~ Requests for vacation of ~~one to two~~ **less than five** consecutive days of vacation must be submitted to the employee’s supervisor for approval at least ten (10) days in advance. **The supervisor shall provide written approval or disapproval of the employee’s vacation request within five (5) business days of receiving the request.** If the vacation cannot be scheduled as requested, the employee and the supervisor shall work together to find an alternative vacation schedule that is mutually acceptable. **Upon initial disapproval of the employee’s vacation request, the supervisor and employee shall meet to discuss an alternative vacation schedule within five (5) days of the supervisor’s written disapproval of the vacation request unless mutually agreed to meet after the five (5) day period.**

10.2.2 PART-TIME EMPLOYEES: An employee covered by this Agreement, working less than full-time, shall be credited with vacation days in the same ratio that his/her employment bears to full-time employment.

10.11 HOLIDAYS

When a holiday falls during the scheduled vacation **period of** a bargaining unit employee, that day will ~~be not be~~ treated as a vacation day **and shall be credited as a holiday.**

Article XI – Holidays

11.1 SCHEDULED HOLIDAYS: The District agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day – January 1

Martin Luther King Jr. – 3rd Monday in January

Lincoln's Birthday – February 12 (Observed on the Friday before President's Day)

Washington's Birthday (President's Day) – 3rd Monday in February

Memorial Day – the last Monday in May

Juneteenth Day – June 19th

Independence Day – July 4

Labor Day – the first Monday in September

Admission Day – September 9 (or substitute therefore as determined by the District)

Veteran's Day – November 11

Local Holiday – On the Wednesday before Thanksgiving

Thanksgiving Day – the Thursday proclaimed by the President and the following Friday

Christmas Day – December 25

11.2 ADDITIONAL HOLIDAYS

~~Employees who are in the positions of Food Service Workers and/or Playground Aides shall be granted holiday compensation during the entirety of the winter and spring recesses in addition to the holidays mentioned in 11.1.~~

~~During the 1997-98 school year each unit member shall receive one paid floating holiday. This holiday must be scheduled to be taken prior to June 30, 1998. This holiday has no cash value and the day cannot be carried over to a future year.~~

~~During the 1998-99 school year each unit member shall receive one paid floating holiday. This holiday must be scheduled to be taken prior to June 30, 1999. This holiday has no cash value and cannot be carried over to a future year. At the expiration of this contract on June 30, 1999, this benefit will expire and absent a written agreement to the contrary will not be continued.~~

11.4 HOLIDAY ELIGIBILITY

11.4.1 Except as otherwise provided in this Article an employee must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

~~11.4.2 Employees in the bargaining unit who are not normally assigned to duty during the school recesses of winter and spring vacation periods shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.~~

Article XII – Leaves

12.1 BEREAVEMENT LEAVE

Employees shall be granted a leave with full pay in the event of the death of any member of the immediate family of the employee or spouse. An employee shall be granted up to three (3) work days for bereavement purposes. If travel to location of death or interment is ~~300-~~ 150 miles or more, or out of state, two (2) additional working days shall be allowed. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, grandchild, step-parent, stepson, stepdaughter, mother-in-law, brother-in-law, sister-in-law, grandparent, or any relative of either spouse living in the immediate household of the employee.

12.12 QURANTINE/PANDEMIC LEAVE

Every unit member, unavoidably absent from duty because of quarantine by order of any authorized health officer in the State of California, shall be paid for such period of absence as is absolutely required by the exigencies of the case. No bargaining unit member may return to work without first filing with the District an exclusion and readmission card issued by the appropriate health office. No more than two (2) separate periods of quarantine, aggregating not to exceed ten (10) days shall be allowed to any such bargaining unit members during any school year.

Article XV – Salaries

15.1 Effective July 1, 2024, the 2024-2025 school year classified schedule shall be increased by 10.5%

15.1.1 The following salary ranges shall be re-benchd as follows, inclusive of the 10.5% salary increase:

	Classifications	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Range 12	Food Service Worker; Playground Aide	\$20.37	\$21.31	\$22.45	\$23.48	\$24.73	\$25.92
Range 13	Food Service Baker; Food Service Cook I	\$20.84	\$21.87	\$23.03	\$24.17	\$25.44	\$26.63
Range 15	Catering/Special Services Lead; Food Service Cook II; Food Service Worker/Driver; Lead Food Service Worker; Food Service Wrk/Receiving Clerk	\$21.87	\$23.03	\$24.17	\$25.44	\$26.63	\$28.07
Range 24	Food Service Production Specialist	\$27.24	\$28.67	\$30.06	\$31.58	\$33.09	\$34.76

15.2 LONGEVITY

Each employee shall be entitled to compensation in addition to his/her regular salary, based upon the number of years of continuous service with the District, and calculated based on a percentage of an employee's regular monthly salary, as follows:

	<u>per month</u>	
After ten years of service:	1.6%	2.0%
After fifteen years of service:	2.4%	2.8%
After twenty years of service:	4.0%	4.4%

15.3 NIGHT DIFFERENTIAL

A bargaining unit employee assigned to night work shall be paid a four percent (4%) night shift differential in addition to their regular base salary commencing at the beginning of their shift. See Appendix B-2.

15.5 TRUCK ALLOWANCE

Those classified Maintenance Department staff who are designated to provide and use their personal trucks for District business shall be paid a monthly allowance of \$400.00 \$500.

15.7 TOOLS AND UNIFORM ALLOWANCES

All uniforms and shoes will be provided by the School District. Within 30 days of employment to the District the new employee will have shoes and uniforms provided.

The District will have the sole ~~discretion~~ **discretion** in choosing the vendor. **Employees shall be reimbursed for safety shoes up to \$150 every fiscal year.**

ARTICLE XVII – LAYOFF AND REEMPLOYMENT

17.1 Bargaining unit employees shall be subject to layoff for lack of work, or lack of funds, **or as a result of the expiration of a specially funded program.**

17.2 Any reduction in assigned time shall be considered a layoff under the provisions of this Article. ~~except as to matters pertaining to the negotiability of a reduction in hours.~~

17.3 NOTICE OF LAYOFF

If the District finds it necessary to lay off any employees or institute a reduction in hours it shall give the affected employees and CSEA a written notice of the action to be taken ~~on or before not~~ less than thirty (30) calendar days prior to March 15th, the effective date of the layoff or reduction in hours **The affected employee's written notice shall also include and informed of their the employee's rights, if any, to re-employment and right to displace another employee and any appeal or hearing rights as set forth in Education Code 45117.**

17.3.1 The timelines and procedures set forth in Education Code section 45117 do not apply when classified positions must be eliminated as a result of the expiration of a specially funded program. In such a case, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

CSEA shall be notified as soon as is practicable after a firm decision is made to engage in a layoff. thirty (30) days in advance of the employee's notification. Upon notification to CSEA, the District shall also provide an updated seniority list, a list of all positions/employees being laid off and the reason for layoff, any bumping rights the affected employees may have, all current vacancies, and a list of all substitutes, volunteers and contractors currently being used by the District in the affected classifications. CSEA shall have the right to request more information as needed, in accordance with the EERA.

17.4 ORDER OF LAYOFF

The order of layoff shall be based on the date of hire in that class and higher classes with the least senior being laid off first. Seniority shall be District wide and based on date of hire served in each classification.

17.5 BUMPING RIGHTS

Bargaining unit employees who are laid off shall be entitled to exercise bumping rights in that class or the next lower class in which he/she has previously held and shall be placed in that class based on time served in that class and higher classes.

17.6 EQUAL SENIORITY

If two (2) or more employees subject to layoff have equal seniority, **the tie shall be broken by lot. employee with the most total hours with the District shall be considered the most senior. Any leave of absence due to medical reasons, including child rearing, shall be included in the total**

~~hour calculation.~~ determination as to who shall be laid off shall be made on the basis of skill and performance of the employees as determined by past performance evaluations.

17.7 RE-EMPLOYMENT RIGHTS

Laid off employees are eligible for re-employment in that class from which they were laid off for a period of thirty-nine (39) months and shall be re-employed **in order of seniority** ~~the reverse order in which they were laid off~~. This re-employment shall take precedence over the employment of new applicants for the affected classes. Employees in a laid off position shall have the right to participate in the promotional examinations within the District during the re-employment period. Laid off employees shall notify the District of any change of residence. Failure to do so, may cause the employee to waive the employee's right to re-employment or to compete for a promotional position.

17.8 VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS

~~Employees who take voluntary demotions or voluntary reduction in hours in the assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to position with increased assigned times as vacancies become available within the re-employment period of thirty-nine (39) months.~~ Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of lay-off or voluntary reduction in time to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment 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.

17.9 RETIREMENT IN LIEU OF LAYOFF

An employee who is to be laid off may elect to accept a service retirement in lieu of layoff pursuant to the provisions of the law.

17.10 NOTIFICATION OF RE-EMPLOYMENT RIGHTS

An employee who has been laid off and who has re-employment rights, shall be notified in writing, **by via email and** ~~certified mail~~, of position openings. Employees who have been laid off and who request shall be placed on the appropriate substitute list. **Laid off employees shall be given priority consideration on the substitute list over outside applicants. Working as a substitute does not waive or impact the affected employees' rights to re-employment in a permanent position.** Such written notice of job openings shall be sent by certified mail to the last address given to the District by the employee. A copy of the letter sent to the employee or a list of affected employees shall be sent to the President of CSEA, Chapter 328 **and the assigned Labor Relations Representative via email.** This shall satisfy the District's responsibility to notify the affected party(s).

17.11 EMPLOYEE NOTIFICATION TO THE DISTRICT

An employee shall notify the District of his/her intent to accept or refuse re-employment within ten (10) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work on the date indicated on the re-employment notice. **If the employee does not respond within ten (10) working days to the re-employment offer, the District will follow up via telephone with the last phone number provided. If the**

employee does not respond with (72) hours of the telephone call, If an employee rejects two (2) job offers, the employee shall be removed from the appropriate re-employment list.

17.12 RE-EMPLOYMENT IN HIGHEST CLASS

An employee who accepts a position lower than the highest position previously held, shall retain the right to regain the higher position if such becomes available and without limitation of time, but if there is a valid reemployment list the employee shall be ranked on that list in accordance with his or her proper seniority. within the original thirty-nine (39) month re-employment period.

17.13 IMPROPER LAYOFF

An employee who is improperly laid off shall be reinstated immediately upon discovery of the error ~~provided that the employee brings the error to the District's attention within thirty (30) day notice of layoff period.~~ **If the employee suffered a loss in wages and/or benefits, the employee shall be entitled to those wages and/or benefits lost during the period the employee was improperly laid off.**

ARTICLE XXIII – TERM OF AGREEMENT

23.1.1 TERM OF AGREEMENT

This Agreement shall be in full force and effect through June 30, 2027, with the right of each party to select any two (2) articles for reopener negotiations during the 2024-2025 and 2025-2026 school fiscal years, including automatic reopeners of Article XV – Salaries section 15.1 and Article IX, Benefits.

23.1.2 Calendar

The District agrees that CSEA shall have the right to consult in the development of the classified calendar for all classified unit members.