



Beverly Hills
Unified School District
CREATING A WORLD CLASS EDUCATION

Collective Bargaining Agreement Between
**The Beverly Hills Unified
School District**
and
**The Beverly Hills
Education Association
Office, Technical and
Business Services Unit**
2014-15, 2015-16, 2016-17

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PREAMBLE

The Articles and provisions contained within this agreement constitute a bilateral and binding agreement ("Agreement") by and between the Beverly Hills Unified School District, herein referred to as "District," and the Beverly Hills Education Association/NEA, herein referred to as "Association" as the exclusive bargaining representative for all classified Unit members holding those positions described in Article I - Recognition.

This agreement is entered into pursuant to Educational Employment Relations Act.

ARTICLE I - RECOGNITION

1.1 Exclusive Representative

The District recognizes the Association as the exclusive representative for the unit as described in Appendix A.

1.2

In the event the District creates a new classified position, the District shall notify BHEA and indicate whether the District believes the position is covered by this contract or not. If the BHEA disagrees with the District's designation, BHEA will so advise the District within ten (10) days of receipt of the District's notice. The District and BHEA shall meet within ten (10) days in an attempt to agree on the unit placement of such position. Disputed cases shall be submitted to the Public Employment Relations Board for resolution.

ARTICLE II - NON -DISCRIMINATION

- 2.1 Neither the District nor the Association shall unlawfully discriminate against any unit member with respect to the application of any specific provisions contained in the negotiated agreement on the basis of race, color, creed, age, gender, national origin, marital status, pregnancy, sexual orientation, religion, political affiliation, handicapped, disability or professional affiliation. Violations of the Section will not be subject to the grievance procedure contained in this Agreement if the claim is within the jurisdiction of an outside agency such as the Department of Fair Employment and Housing (DFEH) or Equal Employment Opportunity Commission (EEOC).

ARTICLE III - DISTRICT RIGHTS

- 3.1 The District shall have within its complete discretion, in compliance with the Rodda Act; Article XXI, except as explicitly described in this Agreement, all of the rights normally possessed by a public school District in the State of California. Said rights, powers, and authorities include but are not limited to the rights to determine its organization; hire, classify, assign transfer, evaluate, promote, layoff, discipline, suspend and terminate unit members; direct the work of its unit members; determine the duties (including extracurricular) to be performed and the standards of performance; determine date, times, and hours of operation, functions, and activities; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budgets and determine budgetary procedures and allocations; determine the methods of raising revenues; and contract out work.
- 3.2 The exercise of the foregoing rights, powers, 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 expressed terms of this Agreement and negotiated policies stated in Article IV Section 9, definition of a "grievance", and then only to the extent such specific and expressed terms are in conformance with the law.
- 3.3 The exercise of any right in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver or limitation of the District's right or preclude the District from exercising such right in a different manner.
- 3.4 The District retains the right to amend, modify or rescind policies and provisions in this Agreement in cases of emergency for the duration of the emergency. An "emergency" is defined as an act of God, epidemic, natural disaster, or other calamity or threat thereof affecting the District or the community. Whether an emergency exists within the definitions listed in this Section is within the discretion of the District or other authorized Government agency and is not subject to the grievance and arbitration procedures of this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 The following definitions shall apply to the processing of grievances:

A "Grievance" is defined as a claim by the Association or by one or more unit members that here has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

A "working day" is a day in which the central administrative office of the District is open for business.

The "immediate administrator" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

"Time limits" indicated are considered maximum. Every effort shall be made to expedite the process. Time limits may be extended by mutual agreement of the parties.

A "grievant" is an individual unit member, who alleges a grievance defined above. The Association may be the grievant if an allegation that Association Rights (Article VIII) has been violated.

4.2 The parties shall make earnest effort to settle grievances, as defined in Section 1, at the lowest possible administrative level by following the steps listed below:

Step One - Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor within fifteen (15) working days after the occurrence or act of omission giving rise to the alleged grievance, or when the grievant could reasonably be expected to know of the event which gives rise to the grievance. In any case above, a grievance may not be filed after sixty (60) working days from the date of the act upon which the grievance is based.

Step Two - If the grievance is not settled by a decision at Step One, the grievant may submit the grievance in writing to his/her immediate supervisor within five (5) working days of the informal conference at Step One. The grievance shall state the facts surrounding the grievance and the remedy sought. It shall be signed and dated by the unit member.

A meeting shall be scheduled within five (5) working days between the grievant and immediate supervisor. Both sides shall be entitled to representatives. After a review of the grievance, the immediate supervisor shall issue a written decision on the grievance within five (5) working days.

Step Three - If the grievance is not settled by a decision at Step Two, the grievant may submit the grievance in writing to the Assistant Superintendent, Human Resources, within five (5) working days of the decision at Step Two. A meeting shall be scheduled within five (5) working days between the grievant and the Assistant Superintendent, Human Resources. Both sides shall be entitled to representatives. After a review of the grievance, the Assistant Superintendent, Human Resources, shall issue a written decision on the grievance within five (5) working days.

Step Four - If the grievance is not settled by a decision at Step Three, the grievant may submit the grievance in writing to the District Superintendent within five (5) working days of the decision at Step Three.

A meeting shall be scheduled, if requested by either party, within five (5) working days between the grievant and the Assistant Superintendent, Human Resources. Both sides shall be entitled to representatives. After review of the grievance, the Superintendent of Schools shall issue a written decision on the grievance within five (5) working days.

- 4.3 Any grievance not presented to the District as provided in Section 2 shall be waived for all purposes. If both parties mutually agree in writing, timelines may be waived in Step One through four. Any grievance, not processed by the unit member in accordance with the other time limits set forth in this Article, shall be considered settled on the basis of the decision last made by the District. If the District does not process the grievance within the time limits set forth in this Article, the grievant may proceed to the next level. If the action causing the grievance originated at the District level rather than the immediate supervisor level, the grievance, Step One, shall commence with the Assistant Superintendent, Human Resources at Step Three.
- 4.4 The unit member shall be entitled upon request to representation by the Association at all grievance meetings. In situations where the Association has not been invited to represent the unit member, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.
- 4.5 Both parties shall make every effort so that grievance investigation and resolution shall not interfere with the educational process. When grievances are processed during regular school time, the District shall provide released time for the grievant, Association Representatives and/or witnesses. It is understood that grievance hearings and meeting shall be held whenever possible outside of school time.
- 4.6 In the event a grievance is filed at such a time that it cannot be processed by the end of the school year, every effort shall be made by both parties to complete the grievance process prior to the end of the school year or as soon as practical.
- 4.7 No reprisals shall be taken by the District or the Association against any participant in the grievance procedure.
- 4.8 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants. Upon request, the names of all participants in a given grievance shall be removed from all documents after one year from the date of the final resolution of the grievance.

GRIEVANCE ARBITRATION

- 4.9.1 Grievances which are not settled pursuant to Article IV, Section 2, which the Association desires to contest further and which involve the interpretation or application of the

expressed terms of this Agreement may be submitted to arbitration as provided in this Article, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within ten (10) working days after the termination of Step Four of the grievance procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with procedures of Article IV. The substance of evaluation in Article VI (Procedures of Evaluation) (procedures of evaluation are grievable), Article III (District Rights), and Article II (Non-discrimination) (except as noted within the Article), are specifically excluded from arbitration under the provisions of this Article.

- 4.9.2 As soon as possible, and in any event, not later than ten (10) working days after the District receives written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, the parties shall request a list of seven arbitrators from the California State Mediation and Conciliation Service experienced in education labor relations. The parties shall alternately strike names from the list until only one name remains, that person shall arbitrate the dispute. The determination as to which party strikes first shall be decided by a flip of the coin.
- 4.9.3 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. He/she shall only find whether there has been a violation of the expressed terms of this Agreement and policies specified in Article IV (4.1) definition of a "grievance," in the respect alleged in the grievance. The findings of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, except to the extent that post-hearing briefs are filed. Such post-hearing briefs, if any, shall be based solely upon the evidence presented by the respective parties in the presence of each other.
- 4.9.4 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement specified in Article IV (4.1), definition of a "grievance", or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider it his/her function, to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practices of the parties in interpreting or applying terms of their agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or by detracting) of the written terms of this Agreement. The arbitrator shall not make any decision or award, or fail to make any decision or award, merely because in his/her opinion such decision or award is fair or equitable. The arbitrator shall have no power to grant an award on any grievance based on facts or actions which occurred before or after the term of this Agreement.
- 4.9.5 The findings of the arbitrator which are within the limits herein prescribed shall be final and binding on all parties.

- 4.9.6 All fees and expenses of the arbitration, excluding the costs of a reporter's transcript if either party requests the same, shall be shared equally by the parties (50% District, 50% Association). Each party shall bear the expense of the presentation of its own case.
- 4.9.7 The arbitrator may hear and determine only one grievance at a time unless both parties mutually agree to consolidate similar grievances.

ARTICLE V – PERSONNEL FILES

- 5.1 Personnel files shall be kept in confidence and may be inspected only by the District or unit member in the course of the proper administration of the District's affairs and/or the supervision of a unit member.
- 5.2 Material in personnel files of unit members which may serve as a basis for affecting the status of their employment or evaluation of their competence is to be made available for the inspection of the person involved. The inspection shall be made in the presence of the administrator in charge of the file. The unit member may be accompanied by a representative to review the file.
- 5.3 Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 5.4 Every unit member shall have the right to inspect and copy such material upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 5.5 Information of a derogatory nature, except material mentioned in Section 5.3, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.
- 5.6 If derogatory information is placed in the personnel file, it shall be within ten (10) working days following the incident. A unit member shall have the right to attach his/her own comments to any such material and acknowledge that such material has been read by initialing and dating that material. This acknowledgment does not constitute agreement with any or all of the materials. Derogatory material shall be removed from the file if charges are without substance.
- 5.7 The District shall keep a log in each personnel file indicating the names of the persons who have examined the file as well as the dates such examinations were made. These documents shall be available for examination by the unit member and/or the authorized Association representative of the unit member.
- 5.8 Any person who places written material or originates written material for placement in a personnel file shall sign and date the material.
- 5.9 The placement of material in a personnel file shall not be subject to the grievance procedure of the Association/District contract if the above procedures have been followed.

ARTICLE VI - EVALUATION

- 6.1 Probationary unit members shall be evaluated by the immediate supervisor and/or the site administrator or designee by the end of the 3rd and 6th months of service. The normal probationary period shall be 6 months. If this probationary period is extended by the District, the District shall notify the unit member of the length of the extension. In no event shall a unit member's probationary period be greater than twelve months.
- 6.2 The evaluation procedure for permanent unit members 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 year's by a District committee which will include Association representation.
- 6.3 The formal written evaluation shall include the direct observations, verifiable evidence, and direct knowledge of the unit member's job performance by the evaluator.
- 6.4 The evaluator(s) and the evaluated unit member shall confer on the evaluation. At the time of the evaluation conference the immediate supervisor shall discuss the evaluation with the unit member, and if applicable, give specific suggestions or recommendations for improvements and provisions for assisting the unit member in implementing the recommendations. The evaluation form shall be signed by both the evaluator and the unit member. Signing of the evaluation form does not mean the unit member is in agreement but shall signify that he/she has reviewed the evaluation and received a copy. During the conference the unit member shall be informed that he/she has the right to attach a rebuttal within ten (10) days, if desired, prior to the evaluation being filed in the unit member's personnel file.
- 6.5 If a permanent unit member disagrees with his/her evaluation, the unit member shall have the right to appeal the evaluation in writing specifying areas of disagreement and outlining the evidence in support of the unit member's position to the Assistant Superintendent, Human Resources and the Superintendent. The Assistant Superintendent, Human Resources shall reply in writing within ten (10) working days after the meeting. The decision of the Assistant Superintendent, Human Resources shall be final.

ARTICLE VII – PUBLIC COMPLAINTS

- 7.1 The Board of Education and the Association encourage open communication between the home and the school. A positive partnership between parents, teachers, unit members and the administrative and support staff is essential to the educational process. Open and on-going communication between parents and staff minimizes the opportunities for problems to develop.

In the event that a member of the community complains about a unit member, these guidelines shall be followed except in cases where the allegation may require involvement by law enforcement agencies:

- 7.1.1 The community member shall attempt to resolve concerns through verbal communication with the unit member or the unit member's immediate supervisor. Every effort shall be made by the supervisor to refer the complainant to the unit member first.
- 7.1.2 If the concern is not resolved at this level, the complaint shall be reduced to writing by the complainant and given to the unit member's immediate supervisor or designee no later than fifteen (15) work days after the community member determines that the concern has not been resolved.
- 7.1.3 The unit member shall be notified and furnished a copy of this complaint within five (5) work days of the supervisor's receipt of the written complaint.
- 7.1.4 The immediate supervisor shall meet with the unit member to discuss the concern or complaint and shall conduct a thorough, impartial investigation of the matter. The unit member shall have the right to meet with the complainant.
- 7.1.5 If the complaint is not resolved within five (5) working days after the conference, a summary of the complaint, the factual investigation and the action taken, shall be prepared by the supervisor and furnished to the unit member. The deadline for receipt of the summary may be extended by mutual agreement of the Association and the District, but shall not exceed ten (10) working days. Receipt of the summary shall be acknowledged in writing by the unit member. This acknowledgment signifies receipt of the summary only, not necessarily agreement. The unit member shall have five (5) work days to furnish a written response. The summary and written response may then be entered in the unit member's personnel file.
- 7.1.6 If a thorough, impartial investigation determines that the allegations are unfounded, the complaint shall be disregarded and shall not be a matter of record.
- 7.1.7 Section 7.1 shall not apply to complaints alleging sexual harassment, child abuse, discrimination, and/or unlawful criminal or civil misconduct.

ARTICLE VIII - ASSOCIATION RIGHTS

- 8.1 The District shall designate bulletin board space at each location, in areas frequented by the unit members for use by the Association. All materials posted must be dated and signed by an official representative of the Association who is knowledgeable about said material. The school Principal and Superintendent shall be provided with a copy of such material.
- 8.2 The District shall distribute through its internal mail system any Association material which conforms to Section 1 above. The Association shall have the right to other means of communication subject to reasonable regulations by the District, including electronic technology, provided there is no interference with District business or unit member work time. The Association shall provide the District, on an annual basis, with a list of Association representatives authorized to use these means of communications.
- 8.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property after reporting to the Principal's Office. Visitations shall be timed and conducted so as not to interfere with unit members' work assignments or the educational process.
- 8.4 Association meetings among unit members covered by this Agreement may take place on school premises while school is in session only when the meetings take place during unit members' lunch periods, or in other duty free time, as long as it does not interfere with school operation as determined by the school principal. No such meeting shall conflict with a staff or in-service meeting called by the Principal or other District management according to schedule. Except in unusual circumstances, Thursday afternoons shall be reserved for Association meetings.
- 8.5 The Association may designate in writing up to five (5) unit members per school year to participate as representative of the Association in the meeting and negotiating process. Each of the persons designated, not to exceed five (5), shall be granted reasonable release time for attendance at negotiation sessions with representative of the District. The Association or the designated unit member must give the District as much advance notice of such attendance as possible but not less than two (2) working days in order for the released time to be compensated by the District. In negotiation meetings not more than five (5) designated representative and two (2) designated alternates of the Beverly Hills Education Association shall meet in private sessions with District representatives. If either party wishes to bring a consultant or person not on the negotiation team to speak on any item on the Agenda or be a witness to negotiations, this shall be permitted with twenty-four (24) hours notification of the other part. Not more than three (3) consultants or witnesses, in addition to the representatives and alternates, shall be invited to speak or witness negotiations for either party on any item on the Agenda.
- 8.6 Names, addresses, telephone numbers, and salary placement of all unit members covered by this Agreement shall be provided to the Association upon request after October 1 of

any school year, unless the unit member specifies in writing that such information shall be not furnished. The name, address, and telephone number of bargaining-unit unit members hired thereafter shall be supplied upon request within (20) days of the unit member's first day of work with the District, unless the unit member specifies in writing that such information shall not be furnished. All public documents of the District shall be made available to the Association upon request.

8.7 Dues Deduction

The Association shall have those rights to have its membership dues and fair share service fees deducted through payroll deduction as specified in Government Code Section 3543.1 (d). The District shall deduct one-tenth (1/10) of such dues from the regular pay warrant of the unit member each month for ten (10) months. Deductions for unit members who commence their duties after the commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year. Nothing in this section shall restrict the right of a unit member to pay service fees directly to the Association in lieu of salary reduction.

Upon written authorization by the unit member, the District shall deduct and make appropriate remittance for annuities, insurance plans, credit union, savings bonds, charitable organizations and other plans or programs jointly approved by the Association and the District.

Upon request, the District shall provide a list of all unit members, including their names and addresses and the amount of dues and services fees deducted from each unit member's pay warrant. The District shall remit monthly to the Association the amount of the dues and fair share service fees deducted from all unit members' pay warrants.

8.8 Organizational Security

Any unit member covered by this Agreement who either is a member of the Association on the day this Agreement is signed, or who becomes a member of the Association at any time during the term of this Agreement, shall as a condition of employment be obligated during the term of this Agreement to contribute to the Association the normal initiation fee, unified dues, and general assessments of the Association, subject to any rebate or fee reduction requested by the unit member that is provided by law. Such dues, fees and assessments shall be withheld from each Association member's monthly pay warrants.

Any unit member covered by this Agreement who does not choose to become a member of the Association within thirty (30) days of the commencement of their duties during the term of this Agreement shall nevertheless be required to contribute to the Association a monthly "service fee", payable to the Association, which shall be equal to the normal monthly dues required of all Association members. Such service fees shall be withheld from each unit member's monthly pay warrants. Such service fees may alternatively be made in a single payment to the Association on or before the thirtieth (30th) day of the commencement of the unit member's duties.

The contribution required under the preceding paragraph shall not be applicable to substitute unit members, or to members of a religious body whose traditional tenet or teachings include objections to joining or financially supporting unit member

organizations. The unit member shall submit a letter to the Association offering the religious reasons the unit member objects to paying the fee to the Association. The unit member shall not be required to submit more than one letter during the life of this agreement. However, in the case of those persons who are members of such religious bodies with objections to such payments, such persons shall contribute an amount equal to the normal monthly dues required of Association members to the following non-religious, non-labor organizations, charitable funds which are exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

American Cancer Society, American Heart Association, or City of Hope.

Such payment shall be made, and proof of payment shall be provided to the Association and the District, on or before the thirtieth (30th) day of employment in the District. Such proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of fair share service fees. If the religious objector fails to comply with these obligations, the District shall immediately begin automatic payroll deduction in an amount equal to the normal monthly dues required of Association members as provided in Education Code Section 45061.

The Association shall designate and assume the defense of the District, and agrees to indemnify and hold the District harmless against any reasonable legal fees and legal costs and settlement or judgment liability arising from any court action and/or administrative proceeding by unit members challenging the legality or constitutionality of EERA Section 3543(a), 3543.1 (d), 3546 and 3546.3 and Education Code Section 56061 and their implementation under this Agreement. The Association shall have the exclusive right to decide and determine whether any such court action or administrative proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

- 8.9 The Association shall receive copies of School Board Agendas with attachments and School Board Minutes prior to scheduled meetings.
- 8.10 The Association shall have the right to represent all unit members (identified in Article I – Recognition) in their employment relations with the District, to the extent permitted by law.
- 8.11 The Association may designate a total combination of five (5) unit members from the OTBS and IA units to be released without loss of pay for the purpose of attending Association conferences, workshops or State and national organizational activities for a maximum of two (2) days of release time per work year per unit member. Additionally, the Association president shall be released a maximum of five (5) days per work year for Association business, provided the Association reimburses the District for the cost of the substitute.

ARTICLE IX - DISCIPLINARY ACTION

9.1 Definition

"Disciplinary action" as used herein is limited to dismissal, suspension, or demotion, except for lack of work or lack of funds.

9.2 Just Cause

Disciplinary action shall be imposed on bargaining unit members only for just cause and in accordance with the following procedures:

9.2.1 Prior to taking disciplinary action against a unit member, the District shall utilize progressive discipline which shall include:

9.2.1.1 Counseling and assistance.

9.2.1.2 Written reprimands citing the infractions and listing specific recommendations for improvements.

9.2.1.3 A time table to monitor improvements, as determined by the Superintendent or designee.

Progressive discipline need not be utilized in cases involving infractions that pose an immediate threat to students and/or other unit members or the public or public property.

9.2.2 No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of serving the unit member with a notice of disciplinary action unless such cause was concealed by the unit member.

9.2.3 All disciplinary actions shall be based upon verifiable data.

9.2.4 No dismissal, demotion or a suspension of two (2) or more days shall be final until the grievance procedure has been completed, or the time period specified therein for the taking of actions by the unit member or Association has expired. Nothing shall preclude the District, in appropriate case, from removing a unit member from the work site or reassigning the unit member to other work pending completion of these procedures without loss of pay.

9.2.5 If disciplinary action is proposed the unit member will be given a notice of disciplinary action, which shall contain the charges (in ordinary and concise language) of the specific act and omissions upon which the action is based: a statement of the cause for the action taken; and whether the action is based on a violation of a rule, regulation, or policy of the District. Any such rule, regulation, or policy which is alleged to be violated shall be set forth in its entirety.

The unit member will also be given a statement of his/her rights to a hearing on such charges, and the time within which such hearing must be requested. The notice of hearing rights shall be given to the unit member at the same time as, or within five (5) calendar days after, service of the notice of disciplinary action on the unit member. Receipt by the unit member of such notice of hearing rights shall begin the seven (7) work day period within which the unit member must initiate an appeal if the unit member disagrees with the discipline.

9.3 Grievability

9.3.1 Any alleged violation of Sections 9.2 shall be processed in accordance with the provisions of Articles XII and IV Grievance Procedures.

9.3.2 Within the time lines referred to in 9.2.5, the unit member may appeal issues relating to whether or not just cause exists with the Board of Education. The Board of Education may hear the appeal or appoint a hearing officer to conduct an evident hearing and make recommendations to the Board of Education. The Board of Education's decision will be final subject to appeal to a court of competent jurisdiction. The cost of a hearing officer, if any, shall be paid by the District.

ARTICLE X – HEALTH, WELFARE AND OTHER BENEFITS

The District and the Association shall form a joint committee to make recommendations to the parties regarding the provisions of health, welfare and other benefits. The committee shall investigate various plans and methods for providing benefits, including miscellaneous insurances.

10.1 BENEFITS

Effective upon entering into a contract with a health care provider, the District shall provide health plans to eligible unit members and their eligible dependents, including domestic partners as defined in the California Family Code Section 297. Medical plans offered by the district will include at least two HMO's, including Kaiser, as well as at least one PPO. The district shall contribute up to an annual maximum amount towards district medical, dental, and vision insurance for eligible unit members, and their eligible dependents, including domestic partners. Effective January 1, 2007, the District shall allow employees whose spouses or domestic partners also work for the District to combine the district's annual maximum contribution amount towards district medical, dental and vision insurance. Effective July 1, 2014, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$7,250, and effective July 1, 2015, the annual maximum district contribution towards district medical, dental, and vision insurance shall be \$7,500.

Unit members hired prior to July 1, 1997, shall be eligible to purchase voluntary insurances, including cancer insurance, life insurance (up to \$50,000), income protection insurance, or other mutually agreed upon plans made available by the district. The district shall make available at least three options for such voluntary insurance plans, including at least one CTA-sponsored vendor. The district's maximum annual contribution amount shall be used by unit members hired prior to July 1, 1997 who choose to purchase the aforementioned insurance plans if their health plan premiums (medical, dental and vision) are under the annual cap. All other unit members are eligible to apply for and purchase, if accepted by the carrier, the aforementioned insurance plans via payroll deductions.

Insurance carriers and/or the health plans may be changed by mutual agreement of the District and the Association.

For purposes of collective bargaining, it is agreed that the status quo during negotiations for a successor agreement shall be defined as the district contribution set forth above.

10.2 ELIGIBILITY OF UNIT MEMBERS WORKING IN LESS THAN 100% ASSIGNMENTS

No unit member whose assignment is less than 50% shall be entitled to any health and welfare benefits. A unit member whose assignment is 50% or more shall be eligible to receive the Benefits set forth in Section 10.1.

10.3 REPLACEMENT OF HEALTH INSURANCE CARRIERS

In the event a health insurance carrier is terminated, the District shall attempt to find a suitable Preferred Provider option, a Health Maintenance option and if possible an indemnity medical option. It is agreed that Pacificare, Blue Shield/Blue Cross and Kaiser are suitable PPO and/or HMO providers. The District shall make a good faith effort to contract with these providers. The parties agree that continuity of medical insurance coverage for eligible unit members and retirees is of paramount importance and that the District may contract with other health insurance carriers prior to meeting and negotiating with the Association. Nothing herein shall be deemed to be a waiver of the Association's right to seek subsequent changes of health insurance carriers or improvements to medical plans implemented by the District as a replacement.

The District shall meet with the Association upon request to negotiate any needed changes to the replacement plans at the earliest possible date.

10.4 RETIREES

10.4.1 RETIREES – AGE 55 TO 64

Unit members employed by the District, and eligible for unit member only medical and unit member only dental insurance, at the time the unit member retires from the District under the Public Employee Retirement System on or after reaching the age of fifty-five (55) shall be entitled to a District contribution for medical and dental insurance up to an annual maximum amount of \$7000 for unit member only medical and unit member only dental insurance plans offered by the District as follows:

10.4.1.1 After ten (10) years of continuous service in the District, for eight years (8) or up to age 65, whichever occurs first.

10.4.1.2 After twenty (20) years of continuous service in the District, for ten (10) years or up to age 65, whichever occurs first.

Unit members who retire under 10.4.1 shall be responsible for paying any costs in excess of the District maximum contribution by mailing, in advance, the remaining premium payment required for coverage, made payable to the Beverly Hills Unified School District or any company designated by the District. This payment must be submitted in accordance with the procedures established by the District's Business Office.

10.4.2 RETIREES – AGE 65 AND OVER

Retirees 65 or over under the Public Employee Retirement System may maintain unit member and/or dependent medical coverage by mailing, in advance, the entire premium payment required for coverage, made payable to the Beverly Hills Unified School District or any company designated by the District. This payment must be submitted in accordance with the procedures established by the District's Business Office. Retiree coverage is subject to the approval by the appropriate

insurance carriers. If coverage is not granted by the insurance carrier, a retiree's payment for coverage shall be returned as soon as possible.

10.4.3 CANCELLATION

10.4.3.1 Retirees Age 55 to 64

Retirees and/or eligible dependent medical and dental insurance coverage shall be cancelled if a premium payment is not received in accordance with the health plans' procedures.

10.4.3.2 Retirees Age 65 and Over

Retirees and/or eligible dependent medical insurance coverage shall be cancelled if a premium payment is not received in accordance with the health plan's procedures.

10.5 LEAVE OF ABSENCE

The District shall continue to contribute toward an eligible unit member's health benefits while that unit member is on fully-paid leave status, in the same manner as if the unit member had remained in regular service.

Unit members on District approved, non-paid leaves of absence may elect to continue coverage for themselves and dependents by mailing, in advance, the entire premium payment required for coverage, made payable to the Beverly Hills Unified School District or any company designated by the District. This payment must be submitted in accordance with the procedure established by the District's Business Office.

CANCELLATION: The unit member's (and eligible dependent's) insurance coverage under the District's health insurance programs shall be cancelled if the leave expires and the unit member does not return to active duty or if a premium payment is not received in accordance with the health plan's procedures.

ARTICLE XI – VACATION

11.1 **SCHEDULING:** Vacations shall be scheduled at times requested by bargaining-unit unit members in so far as possible within the District's work requirements. Normally vacations will be scheduled when school is not in session. If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greatest bargaining unit seniority shall be given his/her preference. Requests for vacations of more than three (3) consecutive days in length shall be submitted to the unit members' direct supervisor at least thirty (30) days in advance. All requests for vacations shall be submitted using the OTBS Vacation Request Form (Appendix G).

11.2 **ELIGIBILITY**

11.2.1 **FULL-TIME UNIT MEMBERS:** A unit member covered by this Agreement, working five (5) days and 40 hours per week for a work year, and who is in paid status for more than one-half of the work days each month, shall be credited with one day of vacation for each month of service. Unit members who are ten (10) and/or eleven (11) month employees who do not have enough vacation days to cover the time when school is not in session, may request additional work which may be provided at the discretion of the District. Work assigned may be at a site other than the site the unit member is regularly assigned.

11.2.2 **PART-TIME UNIT MEMBERS:** A unit member 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.

11.3 **LONGEVITY VACATION ALLOWANCE:** A unit member covered by this Agreement shall be credited with one day of vacation per calendar month of service, or major portion thereof, plus one (1) day per year for each year following six (6) years of service, until the unit member earns 20 days per year. Thereafter, unit members who have rendered twenty (20) complete years of service to the District shall be granted two (2) additional days of vacation. (Total 22 days)

<u>Beginning the first day of year</u>	<u>12 Month</u>	<u>11 Month</u>	<u>10 Months</u>
1 to 6	12	11	10
7	13	12	11
8	14	13	12
9	15	14	13
10	16	15	14
11	17	16	15
12	18	17	16
13	19	18	17
14	20	19	18
15	20	20	19
16-20	20	20	20
21	22	22	22

- 11.4 PAID VACATION: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year in which it was earned.
- 11.5 VACATION PAY: The rate of pay for vacation days for all unit members shall be the same as that which the unit member would have received had he/she been in a working status.
- 11.6 VACATION PAY UPON TERMINATION: When a unit member in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 11.7 VACATION CARRY-OVER: Unit members are required to use at least half of their annual allotment of vacation days each school year. Unit members may accumulate half of their annual allotment for use in the following year or be paid for that number of days in the last pay check of the fiscal year.

If for any reason a unit member is not permitted by the District to take all or any part of his/her annual vacation, the employee shall be permitted to accumulate the amount not allowed to be taken for use in the following year or to be paid for that number of days in the last pay check of the fiscal year at the unit member's option.

- 11.8 MAXIMUM ACCRUAL: The total maximum number of vacation days that unit members may hold in accrual on July 1 of each year shall not exceed twenty five (25) days. Any unit member who has more than twenty five (25) vacation days as of June 30, 2012 shall keep the number of days accrued and shall not be required to take or sell back any days exceeding twenty five (25). Beginning in fiscal year 2012-2013 these unit members shall not carry over any additional vacation days and shall use 50% or more of their yearly allotted vacation by the end of the fiscal year and be paid for the remainder.
- 11.9 PAY FOR UNUSED VACATION: Unit members opting to be paid for unused vacation shall provide the District with written notice no later than May 30. The maximum number of days that a unit member may request for which to be paid in any one fiscal year shall be no more than twenty-two (22) days.
- 11.10 VACATION INTERRUPTION: A unit member shall be permitted to interrupt or terminate vacation in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination.
- 11.11 HOLIDAYS: When a holiday falls during the scheduled vacation of any unit member, the unit member shall be granted an additional day's vacation and pay for each holiday falling within that period.

ARTICLE XII - HOLIDAYS

- 12.1 SCHEDULED HOLIDAYS: The District agrees to provide all unit members with the following paid holidays:

New Year's Day - January 1

Martin Luther King, Jr. - 3rd Monday in January

Lincoln's Birthday - February 12

Washington's Birthday - 3rd Monday in February

Memorial Day - the last Monday in May

Independence Day - July 4

Labor Day - the first Monday in September

Admission Day - September 9 (or another day, which in the absence of mutual agreement between the unit member and immediate supervisor, shall be determined by the immediate supervisor)

Veteran's Day - November 11

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

Christmas Day - December 25

- 12.2 ADDITIONAL HOLIDAYS: All days appointed by the Governor for a public fast, thanksgiving, or holiday on which the Governor provides that the schools shall close. All days appointed by the President as a public fast, thanksgiving, or holiday, unless it is a special or limited holidays. (Source: Ed. Code 37220 (11) and (12))

- 12.3 HOLIDAYS ON SATURDAY OR SUNDAY: When a holiday as defined in this Article falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday; when a holiday as defined in this Article falls on Sunday the following workday not a holiday shall be deemed to be that holiday.

- 12.4 HOLIDAY ELIGIBILITY:

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

12.4.2 Unit members 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 XIII - LEAVES

- 13.1 **BEREAVEMENT LEAVE:** Unit members shall be granted a leave with full pay in the event of the death of any member of the immediate family of the unit member or spouse. A unit member shall be granted up to three (3) work days for bereavement purposes. If travel to location of death or internment is 300 miles or more, or out of state, two (2) additional working days shall be allowed. A member of the immediate family, is defined as husband, wife, mother, father, sister, brother, son, son-in-law, daughter, daughter-in-law, grandchild, step-parent, stepson, stepdaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or any relative of either spouse living in the immediate household of the unit member or Domestic Partner. Domestic Partnership shall exist as defined by State law.
- 13.2 **JURY DUTY:** Any 10 or 11 month unit member regularly called for jury duty in the manner provided for by law shall request a deferral to a period of non-student attendance if the call to duty is during the school year. Any 12 month unit member shall request a deferral to a time mutually agreed upon by the unit member and immediate supervisor. If the unit member is serving on jury duty during the school year, s/he shall be granted leave with pay up to the amount of the difference between the unit member's regular earnings and any amount s/he receives as juror fees other than mileage reimbursement, up to a maximum of five (5) days. The District shall be notified as soon as the unit member receives such notification.
- 13.2.1 If extenuating circumstances require a unit member to serve jury duty for more than 5 (five) days, the employee must request, and shall receive an extension of jury duty to the Assistant Superintendent of Human Resources.
- 13.3 **MILITARY LEAVE:** A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 13.4 **SICK LEAVE:**
- 13.4.1 **Leave of Absence for illness or injury:** A unit member employed five (5) days a week, twelve months a year by the District, shall be granted twelve (12) days of leave of absence for illness or injury. Six (6) days of this leave may be used for the illness or injury of a parent, child, or spouse, or that of a member of the immediate family, as defined in section 13.1 residing in the household of the unit member. For purposes of this section, "child" means the biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in *loco parentis* and "parent" means a biological, foster, or adoptive parent, or stepparent, or a legal guardian.
- 13.4.2 A unit member employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

- 13.4.3 A unit member employed for less than five (5) days a week is entitled to that portion of twelve (12) days leave of absence per year for illness or injury, as the number of hours he/she is employed bears to full twelve (12) months, five (5) days per week employment.
- 13.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.
- 13.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 13.4.6 Disability due to pregnancy shall be treated as an illness for the purpose of sick leave.
- 13.4.7 If a unit member does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 13.4.8 SICK LEAVE BANK: The District and the Association agree to form a joint committee to study the feasibility of establishing a sick leave bank under the provisions of the Education Code.
- 13.4.9 The Superintendent or Assistant Superintendent of Human Resources of the District may require verification of future illness if there is reason to suspect that an abuse of sick leave exists. In exceptional circumstances the District may require verification of the last absence. Upon request, the District shall state in writing the reason it suspects an abuse of leave.

13.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

In addition to any other benefits that a unit member may be entitled to under the Worker's Compensation laws of this State, unit members shall be entitled to the following benefits:

- 13.5.1 A unit member suffering injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 13.5.2 Payment for wages lost on any day shall not, when added to an award granted to unit members under the Workers' Compensation laws of this State, exceed the normal wage for the day.
- 13.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this

Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this State at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

13.5.4 Any time a unit member on industrial accident or Workers' Compensation physician satisfactory to the District certifying the unit member's ability to perform his/her duties and to return to his/her position he/she shall be reinstated in his/her position without loss of pay or benefits.

13.6 ENTITLEMENT TO OTHER SICK LEAVE: Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be disabled for purposes of illness or injury, shall be compensated at the rate of 50% of the unit member's regular salary for a period not to exceed 100 paid days. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article.

13.6.1 RE-EMPLOYMENT RIGHTS: When all available leaves, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on the district reemployment list for a period of 39 months.

13.7 BREAK IN SERVICE

13.7.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provision of this Agreement shall continue to accrue under such absence.

13.7.2 Upon return from an unpaid leave of absence not to exceed 39 months the break in services shall be disregarded, except that during such time the individual shall not accrue vacation, sick leave, holidays, or other leave benefits.

13.8 PERSONAL NECESSITY LEAVE: Any seven (7) days of absence earned for sick leave under Section 14.4 of this Article may be used by the unit member at his/her election, in cases of personal necessity on the following basis:

13.8.1 For circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours.

13.8.2 The death of a member of the unit member's immediate family when additional leave is required beyond that provided in section 13.1 of this Article.

13.8.3 As a result of an accident or illness involving a unit member's person or property or the person or property of his/her immediate family.

13.8.4 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness.

13.9 CHILD REARING LEAVE: A unit member who is the natural or adoptive parent of a child may request an unpaid leave of absence for the purpose of rearing his/her child. The District shall grant such request for leave for a maximum period of one year, and may be renewable for a one year period.

13.10 GENERAL LEAVES: When no other leaves are available, a leave of absence may be granted to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District and a unit member.

13.11 FAMILY AND MEDICAL LEAVE: All family and medical leave provisions adopted by the Board of Education shall comply with federal and state law.

13.12 CATASTROPHIC SICK LEAVE PROGRAM

Creation

The District and the Beverly Hills Education Association Certificated, Office Technical and Business Services, and Instructional Assistants Units shall establish a Catastrophic/Sick Leave Program, hereafter referred to as C.S.L.P for unit members, confidential employees, unrepresented employees, and certificated and classified management. ‘Catastrophic illness’ or ‘injury’ is defined as an illness or injury that is expected to incapacitate the eligible employee for an extended period of time, and taking extended time off work creates a financial hardship for the eligible employee because he or she has exhausted all of his or her full day paid sick leave. The C.S.L.P. shall not be used for illness or injury which qualifies the eligible employee for workers compensation.

Contribution

To participate in the C.S.L.P., eligible employees shall irrevocably donate one day per year, July 1 to June 30. For purposes of this section, a “day” for a salaried employee shall be any day an eligible employee is expected to be on duty as determined by the terms of this agreement; a “day” will be prorated for hourly employees based on their regular assignment. Donations may be made from July 1 to October 1 for all eligible employees. New hires may donate within the first month of their employment. If the number of days in the C.S.L.P. fall below thirty (30), any participating employee may irrevocably donate one (1) additional “day” to the C.S.L.P. Each participating employee may not donate more than two (2) days per year, as long as their sick leave balance does not fall below five (5) days in the current year. If the number of days in the C.S.L.P. exceeds 200 days on July 1, no contributions shall be necessary for that fiscal year with the exception of employees who have not contributed to the C.S.L.P., and new hires.

Withdrawal

This C.S.L.P. may be drawn upon by participating employees who have used up all accrued sick leave, have donated to the C.S.L.P. and suffer from a catastrophic illness or injury. Applicants must submit a withdrawal request (Appendix E) with verification to

the Human Resources Office for the committee to consider. The decision will be made and the applicant will be notified in writing within eight working days. The number of C.S.L.P. days drawn by any participating employee shall be based upon the days available and no more than twenty (20) days will be provided. The District shall pay the participating employee full pay and the C.S.L.P. shall be charged one full day. Requests for extensions may be submitted.

Administration

The C.S.L.P. committee shall be composed of the Superintendent or designee, two additional administrators, and three BHEA unit members (one from each unit) as appointed by each unit's President. The committee shall review each request submitted by C.S.L.P. members. The C.S.L.P. committee shall determine the participation, eligibility and duration of C.S.L.P. benefits. The committee proceedings and information obtained by the committee shall be confidential.

Employees participating in the C.S.L.P. agree to hold harmless the District and the Association for any and all claims and liabilities arising out of performance of this section of the agreement. This section of the agreement shall not be subject to the grievance procedure.

Each employee participating in the C.S.L.P. must agree in writing to accept the above provisions. See Appendix E for forms relating to participation in the C.S.L.P.

ARTICLE XIV- SAFETY CONDITIONS OF EMPLOYMENT

- 14.1 Unit members shall report to their immediate administrator any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel which occurs at anytime or place in any way related to school activity. Unit members shall complete reports as required by the District relating to such incidents and shall be notified of the action taken.
- 14.2 The District acknowledges reasonable responsibility for the safety of its unit members as stipulated in the Education Code, State and Federal Law. As they become aware of unsafe conditions, unit members shall be responsible for submitting written recommendations to the District regarding the maintenance of safety working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act and of the District's relevant safety, fire and liability insurance programs. No unit member shall be required to utilize equipment or continue to utilize equipment which poses a clear safety hazard to that unit member or others. Safety devices provided by the District shall be worn or used by the unit members.
- 14.3 The District shall appoint a District Civil Disaster and School Safety Director. The Association President or designee may meet with said Director upon request to discuss matters of concern to unit member's safety. Individual school Safety Committees shall include a unit representative. The District shall post appropriate safety rules for unit members.
- 14.4 In the event a unit member is injured in the performance of his or her regular assignment, or District sponsored activity, a State Compensation Insurance Fund Report of Industrial Injury must be completed and filed with the school secretary within twenty-four (24) hours.
- 14.5 There shall be a District Safety Committee composed of three members appointed by the District and three members appointed by BHEA. The Committee shall meet at least three times per year or as needed to review specific issues concerning compliance with safe working conditions and/or District safety rules. Unit members on the committee will be released from duty without losses of pay for meetings held during their regular work hours. In addition, the Maintenance and Operations Director shall meet with the Maintenance Department, upon request of either party, as the need arises and at a time convenient to each party to maintain appropriate safety rules and to discuss safety problems.
- 14.6 Unit members who work at night shall be given the number of an operative telephone night line, in order to receive emergency telephone calls.
- 14.7 No bargaining unit member shall be required to work with asbestos or in areas where asbestos is friable. The District shall remove and/or encapsulate asbestos in work areas.

- 14.8 Bargaining unit members shall have the right and the duty to report any unsafe condition, facility, or equipment within the unit member's knowledge to their immediate supervisor who shall submit the report to the maintenance department.
- 14.9 REPAIR AND REPLACE PERSONAL PROPERTY: The district shall provide for paying the costs of replacing or repairing property of a unit member used by the unit member for purposes when such property is damaged while housed on the school site or on District initiated business, or if such property is stolen from the school site or while on District initiated business by robbery or theft on the following basis:
- 14.9.1 The unit member shall complete a form and determine with the principal the value of the property before it is brought to the site.
- 14.9.2 The property is used by the owner for no more than twenty (20) working days after the form is completed.
- 14.9.3 The first one hundred dollars (\$100) of value is deductible. The District shall pay up to two hundred fifty dollars (\$500) of the cost after the one hundred dollar (\$100) deductible.
- 14.9.4 Any funds the unit member recovers from personal insurance shall be deducted from the amount the District has agreed to pay, after the five hundred dollar (\$500) deductible has been recovered by the unit member.
- 14.10 UNSAFE SCHOOL SITE: Unit members shall not be required to stay on site when there is danger to the unit member's health or safety. The District in such cases may re-assign or temporarily transfer the unit member to another job or work location until the recognizable danger has been corrected.
- 14.11 When a unit member is placed in a position that requires the unit member to operate office equipment that the unit member has never operated before, the District shall provide appropriate instruction regarding the safe operation of the equipment.

ARTICLE XV - HOURS AND OVERTIME

- 15.1 **WORK WEEK:** The work week shall consist of five (5) consecutive days of eight hours per day and forty hours per week. This Article shall not restrict the extension of the regular day or week on an overtime basis when such is necessary to carry on the business of the District.
- 15.2 **WORK DAY:** The length of the work day shall be designated by the District for each classified assignment. Any new unit member of the District shall be notified prior to the commencement of his/her employment of the length of his/her work day and work year. Each bargaining unit member shall be assigned a regular minimum number of hours per day.
- 15.3 **PART-TIME ASSIGNMENTS:** Any member of the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted to reflect the longer hours.
- 15.4 **REST PERIODS:** All bargaining unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Thus, a unit member working six (6) hours or more on a regular day shift assignment will receive a fifteen (15) minute mid-morning rest period and a fifteen (15) minute mid-afternoon rest period. Rest periods of a total of thirty (30) minutes on evening or special work shifts may be scheduled to the mutual convenience of the unit members and supervisors.
- 15.5 **VOTING TIME OFF:** If a unit member's work schedule is such that it does not allow sufficient time to vote, the District shall arrange to allow sufficient time for voting by the unit member without loss of pay.
- 15.6 **OVERTIME:** All overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the unit member for all work performed. Overtime is defined to include any time required to be worked in excess of eight hours in any calendar day and in excess of forty (40) hours in any calendar week. All hours worked beyond the work week of five consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.
- 15.7 **COMPUTATION OF TIME WORKED:** For the purpose of computing the number of hours worked, the time during which a unit member is excused from work because of holiday, sick leave, vacation, or other paid leave of absence shall be construed as hours worked.
- 15.8 **OVERTIME - DISTRIBUTION BY SENIORITY:** Overtime shall be distributed to qualified unit members in the bargaining unit within each department or site under the supervision of the same departmental manager or site administrator, in order of bargaining unit member's seniority. If the unit member with the greatest bargaining unit member seniority elects to refuse the overtime assignment, it shall be offered to unit members in the bargaining unit in descending order of seniority until the assignment is

made. Refusal by a senior unit member in the bargaining unit of any overtime assignment shall not waive his/her right under this Section to be offered any subsequent overtime assignment in order of seniority. If all qualified unit members in the bargaining unit within each department refuse overtime, the District may assign it.

It is the intent of the District to equalize the number of such assignments among eligible unit members. The seniority list shall be posted at each building under the direction of the building principal.

Any unit member recalled to work at the completion of his/her regular assignment shall be guaranteed and compensated for at least two (2) hours of work in accordance with Section 15.6 of the Agreement.

A unit member who is called in to work 2 hours or more prior to the beginning of his/her regular shift and returns home after completion of the job shall be compensated in accordance with Section 15.6 of the Agreement. A unit member who remains at work, after being called in early, and works through his/her regular shift, shall be compensated from the time he/she receives the call to report to work in accordance with Section 15.6 of the Agreement.

15.9 **WORK ON HOLIDAYS:** All hours worked on holidays designated by this Agreement shall be compensated at two and one-half times the regular rate of pay (regular holiday pay plus one and one-half times the hours worked). There shall be no pyramiding of overtime or bonus pay in this Agreement.

15.10 **LUNCH PERIODS:** All unit members covered by this Agreement shall be entitled to an uninterrupted lunch period after the unit member has been on duty for three and three -quarter hours. The length of time for such lunch period shall be for a period of no longer than one hour and no less than one-half hour and shall be scheduled for full-time unit members at or about the mid-point of each work shift.

The District shall make every effort to see that all classified unit members are provided with an uninterrupted lunch period.

Personnel will be expected to leave their radios on during their working shift. This includes morning and afternoon breaks as well as lunch time.

As a resolution to a potential conflict arising from a call during these periods personnel contacted during these periods for District business shall be compensated for 30 minutes of additional time to be credited to the unit member at the regular rate of pay, or compensatory time off, at the option of the unit member.

15.11 **COMPENSATORY TIME OFF:** A unit member in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 6 of this Article.

Compensatory time shall be taken at a time mutually acceptable to the unit member in the bargaining unit and the District within twelve (12) months of the date on which it was earned.

ARTICLE XVI - SALARIES

16.1 Salary Schedule improvement – At the start of the 2014-15 fiscal year, the Office, Technical and Business Services Salary Schedule shall be increased by an amount equal to the ratio of OTBS salary costs to the total salary costs of all district employees (as a percentage rounded to three decimal places) multiplied by 70% of the positive difference of the secured property tax for the prior fiscal year less the secured property tax for the fiscal year two years prior, spread evenly across the salary schedule. The formula shall be described as follows:

$$\text{OTBS \%: } \frac{\text{OTBS COST}}{\text{TOTAL COST}} = \frac{\text{SALARY + BENEFITS (OTBS)}}{\text{SALARY + BENEFITS (ALL EE'S)}}$$

OTBS INCREASE = $\underbrace{\text{OTBS \% of 70\% of } \Delta \text{ SECURED PROPERTY TAX}}$

$$= \left(\frac{\text{OTBS COST}}{\text{ALL EMPLOYEES' COST}} \right) * [70\% * (\text{PRIOR YR} - 2 \text{ YRS PRIOR}) \geq 0]$$

At the start of the 2015-16 fiscal year, this same formula shall be applied, except that the percentage shall be 65%, and beginning with the start of the 2016-17 fiscal year and each year through 2021-2022, this same formula shall be applied, except that the percentage shall be 55%. There shall be no change to salary in years when there is no secured property tax growth or when secured property tax revenues fall. (refer to Appendix A).

16.2 All salary rates and schedules referred to in this Article shall be incorporated into this Agreement as Appendix A.

16.3 LONGEVITY: Each unit member shall be entitled to compensation in addition to his/her regular salary, based upon the number of years of continuous service with the District as follows:

Per Month

After ten years of service:	\$55.88
After fifteen years of service:	\$100.67
After twenty years of service:	\$145.61

16.4 SALARY INCREMENT: Any unit member hired between July 1 and October 31 of the year shall be eligible for his/her automatic salary increment on the following July 1. Any

unit member hired after October 31 shall be eligible for his/her automatic increase, eight (8) months after his/her date of hire. Thereafter, all unit members shall receive the established increment each July 1 until the maximum salary for his/her appropriate classification is reached.

- 16.5 OUT OF CLASS WORK: Any unit member assigned duties not a part of his/her classification for a period exceeding 5 working days within 15 days (calendar) shall have his/her salary adjusted upward for the entire period of assignment.
- 16.6 Errors in current salary schedule placement shall only be corrected during the fiscal year in which they are discovered, and any such corrections shall only apply to that fiscal year.
- 16.7 Unit members who are required to attend any type of training to maintain their position with the District shall be compensated at their regular rate of pay or at an overtime rate, whichever would apply.

ARTICLE XVII – TRANSFERS

17.1 FILLING OF VACANCIES

17.1.1 Vacancies for bargaining unit positions shall be posted at each school site and via District email. Posting periods for all internal and external openings shall be no less than six (6) workdays. The employment opportunity posting form shall contain: the job title, a brief description of the position and duties, the minimum qualifications required, jobsite, number of hours per week, months per year, salary range, examination procedures and the last date an application will be accepted. No permanent vacant bargaining unit position shall be filled by a substitute for a period longer than 45 working days unless extended by mutual agreement of the District and Association.

17.1.2 Any eligible unit member on leave during the posting period, who has filed a written request with the Human Resources Department, shall be mailed a copy of the notice by first class mail on the date the position is posted.

17.1.3 A unit member on leave who has filed a written request referred to in 17.1.2, shall have the right to have a designee deliver the transfer request on the unit member's behalf.

17.2 INVOLUNTARY TRANSFERS

The District may transfer a unit member from one position to another in the same class to insure the efficient operation of the District. The transfer shall be made without change in salary rate, anniversary date, accumulated illness leave, accumulated vacation credit or in any other manner reflecting adversely upon the monetary rights of the unit member. However, transfer shall not be used to alter the incidence of an impending layoff, unless mutually agreed to by the District and Association. Administrative involuntary transfers shall not be made for disciplinary reasons. Reasons for any involuntary transfer shall first be discussed with the unit member by his immediate supervisor.

17.3 VOLUNTARY TRANSFERS

Unit members may apply for a lateral or promotional transfer a district posted vacancy by filing a written notice with the Human Resources Department of the District. The posting of vacancies and application procedures shall be in accordance with Section 17.1. The criteria for selecting unit members for voluntary transfers shall include, but may not be limited to: interview, professional growth, prior evaluations, and special requirements of the vacancy. In the event the factors considered by the District are determined to be equal, seniority within the classification shall be determinative when two or more unit members apply for a transfer to the same position. In the event that two or more unit members have the same seniority, the unit member to fill the position shall be selected by the site administrator or supervisor.

17.3.1 Unit members who possess the minimum qualifications for the posted position and who pass the District's examination procedures, if any, shall be interviewed

for the promotional position prior to the District's interviewing any external candidate, provided there is more than one qualified candidate.

17.4 MEDICAL TRANSFERS

When a unit member has been certified by a District designated doctor as being medically unable to fully perform all of the duties of that unit member's job assignment, the District may assign alternate work to the unit member if it is available during such periods of medical disability. The alternate work may constitute a lateral transfer to the same or a related class or a demotion. In the event the alternate work constitutes a demotion, the assignment will only occur if the unit member agrees to the demotion.

17.5 NOTIFICATION

17.5.1 Within ten (10) working days following completion of the examination, interview, and selection process, the Human Resources Department shall notify each applicant of the applicant's standing.

17.5.2 When the District decides to utilize a new examination format to test for a position vacancy, the District will consult with the Association to receive the Association's input prior to giving the examination.

ARTICLE XVIII - LAYOFF AND REEMPLOYMENT

- 18.1 Bargaining unit members shall be subject to layoff for lack of work or lack of funds.
- 18.2 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.
- 18.3 **NOTICE OF LAYOFF:** If the District finds it necessary to layoff any unit members or institute a reduction in hours it shall give affected unit members a written notice of the action to be taken not less than sixty (60) calendar days prior to the effective date of the layoff or reduction in hours and informed of their rights, if any, to re-employment and right to displace another unit member.
- 18.4 **ORDER OF LAYOFF:** The order of layoff shall be based on the date of hire in that class and higher classes with the least seniority being laid off first. Seniority shall be District wide and based on date of hire served in each classification.
- 18.5 **BUMPING RIGHTS:** Bargaining unit members 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.
- 18.6 **EQUAL SENIORITY:** If two (2) or more unit members subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the basis of skill and performance of the unit members as determined by past performance evaluations.
- 18.7 **RE-EMPLOYMENT RIGHTS:** Laid off unit members 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 the reverse order in which they were laid off. This re-employment shall take reverse order in which they were laid off. This re-employment shall take precedence over the employment of new applicants for the affected classes. Unit members 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 unit members shall notify the District of any change of residence. Failure to do so, may cause the unit member to waive the unit member's right to do so, may cause the unit member to waive the unit member's right to reemployment or to compete for a promotion position.
- 18.8 **VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS:** Unit members who take voluntary demotions or voluntary reduction in hours in the assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former class or to positions with increased assigned times as vacancies become available within the reemployment period of thirty-nine (39) months. Unit members 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 test of fitness under which they qualified for an appointment to the class shall still apply.

- 18.9 RETIREMENT IN LIEU OF LAYOFF: A unit member who is to be laid off may elect to accept a service retirement in lieu of layoff pursuant to the provisions of law.
- 18.10 NOTIFICATION OF RE-EMPLOYMENT RIGHTS: A unit member who has been laid off and who has re-employment rights, shall be notified in writing, by certified mail, of position openings. Unit members who have been laid off and who request shall be placed on the appropriate substitute list. Such written notice of job openings shall be sent by certified mail to the last known address given to the District by the unit member. A copy of the letter sent to the unit member or a list of affected unit members shall be sent to the President of BHEA. This shall satisfy the District's responsibility to notify the affected party(s).
- 18.11 UNIT MEMBER NOTIFICATION TO THE DISTRICT: A unit member 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 unit member accepts re-employment, the unit member must report to work on the date indicated on the re-employment notice. If a unit member rejects two (2) job offers, the unit member shall be removed from the appropriate re-employment list.
- 18.12 RE-EMPLOYMENT IN HIGHEST CLASS: A unit member who accepts a position lower than the highest position previously held, shall retain the right to regain the higher position if such becomes available within the original thirty-nine (39) month re-employment period.
- 18.13 IMPROPER LAYOFF: A unit member who is improperly laid off shall be reinstated immediately upon discovery of the error provided that the unit member brings the error to the District's attention within thirty (30) days notice of layoff period.

ARTICLE XIX – PROFESSIONAL GROWTH PROGRAM

19.1 The Professional Growth Program for BHEA-OTBS unit members is an organized activity to improve performance of unit members in the service of the Beverly Hills Unified School District, and to provide training for unit members to gain new skills and abilities in order that they may do a better job for the students, the school district, and for the community.

19.2 PURPOSE

It is the intent of this program to encourage and monetarily reward BHEA-OTBS members with compensation for continued growth and development in their positions. This professional growth will directly benefit the Beverly Hills Unified School District and the students served by it.

19.3 ELIGIBILITY

All permanent classified unit members shall be eligible to participate in the Professional Growth Program.

19.4 PROFESSIONAL GROWTH CREDITS

19.4.1 Employees shall earn credit for each approved semester unit completed at an accredited college, junior college, or university.

19.4.2 An employee may request equivalent unit credit for a class, workshop, or conference. At least 15 hours of participation must be involved for each equivalent unit requested for workshops, classes or conferences for which formal university credit is not granted. Credit for partial units may be granted, with 7-1/2 hours being equivalent to 1/2 of a unit and 5 hours being equivalent to 1/3 of a unit.

19.4.3 No unit member shall receive credit for classes attended during the working day if he is being paid for his regular services.

19.4.4 Credit shall not be granted if the school district pays expenses.

19.5 QUALIFICATIONS FOR PROFESSIONAL GROWTH INCREMENT

In order to qualify for a professional growth increment, the following steps must be followed:

19.5.1 A Request for Approval of Professional Growth Program form (Appendix F) must be filed with and approved by the Human Resources administrator prior to the beginning of any course work in order to ensure credit. Course work in progress or completed at the time the form is submitted may be considered for approval at the discretion of the Human Resources administrator. In the event that the Human

Resources administrator denies approval for the course work, an employee may appeal the decision to an ad-hoc committee consisting of the Human Resources administrator and two (2) BHEA-OTBS members. The decision shall be reached by consensus and shall be final.

19.4.2 Verification of growth activities must be presented to Human Resources for evaluation. Official transcripts must be submitted for college course credit. For adult education classes, the instructor's signature verifying attendance and satisfactory completion of the course will be accepted in lieu of a transcript. Satisfactory evidence of workshop or conference attendance will be required.

19.4.3 A professional growth increment will be granted after the employee has accrued 15 units per increment, and has completed a least one year of service per increment after the filing date of the intent form. The total number of increment awards shall not exceed four. There is no maximum time limit on completion.

19.4.4 The professional growth increments will be effective on the first day of the month following the 30th calendar day after approved completion of the requirements.

19.4.5 Any units earned beyond the units necessary to earn an increment in any growth period may be carried over into the next period.

IT IS THE RESPONSIBILITY OF THE UNIT MEMBER TO FILE THE INTENT, APPLY FOR PROFESSIONAL GROWTH CREDIT, AND VERIFY COMPLETION OF COURSE WORK OR OTHER GROWTH ACTIVITY.

19.4.6 Records

Each unit member's permanent professional growth record showing his units accrued, together with appropriate verification, will be kept in the Human Resources office.

19.6 AWARD

The professional growth award will be made when the unit member has met the requirements. Each award will be superimposed on preceding awards. Each full-time unit member who qualifies will receive \$530 per year, paid in equal monthly installments based on the number of months of the unit member's assignment.

Permanent unit members working on a part-time basis will receive the above award prorated in relation to a full working day of 8 hours, with a minimum award of 50% for unit members who work four hours daily or less.

Increment 1 after 15 Units = \$574.07/yr.

Increment 2 after 30 Units = \$1148.14/yr.

Increment 3 after 45 Units = \$1722.21/yr.

Increment 4 after 60 Units = \$2296.27/yr.

ARTICLE XX – CLASSIFICATION AND RECLASSIFICATION

- 20.1 The parties agree that Article XX Classification and Reclassification is the process developed to permit a unit member to seek reclassification of the unit member's existing job for the reasons stated herein below. The parties further agree that nothing herein shall be interpreted to diminish, limit or prevent the District from unilaterally exercising its management right to determine the organizational structure including but not limited to types of job classifications, the number of unit members in each classification, the duties to be performed by each classification or the salary to be paid for each classification to the extent permitted by law.
- 20.2 Reclassification is the upgrading of a unit member from his/her existing job classification to a different existing job classification because of a significant change in the regular duties and responsibilities being performed by such unit member. Reclassification is not the result of better or excellent performance of the same basic job duties and responsibilities. The amount of money available for salary adjustments due to reclassification shall be determined during collective bargaining for the term of the Agreement and shall be included in the District's budget. Requests for reclassification shall not be carried over to the next year for reclassification.
- 20.3 Whenever a unit member, his/her supervisor, or the District believe that there has been a significant change in the regular duties and responsibilities which he/she is performing, any of the above may file a written request to reclassify such position with the District's Human Resources Administrator on the appropriate form as attached in Appendix C. The unit member and his/her supervisor are encouraged to discuss the proposed reclassification and mutually develop the reclassification rationale.
- 20.4 Such request shall be referred to the Reclassification Request Review Panel, which shall consist of five (5) persons: the District's Human Resources Administrator; two (2) District appointment management members; one (1) unit member selected by the applicant; and one (1) unit member selected by the Association from a pool of up to five (5) unit members designated annually by the Association no later than September 1 of each year. Panel members shall be provided an orientation on reclassification procedures. The Human Resource Administrator and the Association President shall schedule and conduct an orientation of panel members by September 30 of each year. The Human Resource Administrator shall not have a right to vote on the panel, except to break a tie vote.
- 20.5 Reclassification reviews are limited to October, February and April. Request for reclassification must be submitted to Human Resources no later than Sept. 30th, January 31st or March 31st. The panel may receive information from the requesting unit member and any other sources that they deem appropriate. The panel shall use uniform guidelines in reviewing reclassification requests
- 20.6 Such panel shall state in writing its decision whether the unit member should be reclassified or not. The written decision shall be made within thirty (30) days of the meeting referred to in 20.4. The panel's deliberation in reaching its decision shall be considered confidential and final. Unit members may request a copy of the panel's 'Final

Exit Form', which list those duties the panel approved and or disapproved for reclassification.

- 20.7 If a reclassification is recommended, the Board shall adopt such recommendation at the next regular board meeting. Any change of pay resulting from such reclassification shall be effective on the day the request was originally presented to the Human Resource Administrator for consideration by the Committee.
- 20.8 If the District creates a new job whose primary duties are not included within any existing job classification in the contract, the District will establish a new job classification for such job, and will determine the proper salary for that new job classification in light of the classes set forth in the Agreement for generally comparable job classifications.

If a unit member or the Association believes that the District has failed to create a new job classification in the circumstances described above, such unit member or the Association may file a Request for New Classification with the Reclassification Request Review Panel, on a form found in Appendix C. Such requests shall be processed in accordance with the procedure described above. The panel shall determine whether there is a new job whose primary duties are not included within an existing job classification. If there is not such a new job, the request will be denied. If there is such a new job, the District shall create a new salary classification for such new job and designate the appropriate salary if such job is to be continued to be performed.

The Association shall be notified and provided an opportunity to negotiate the proper placement of the newly created classification on the salary schedule.

This Article shall not be subject to the grievance arbitration procedure in Article IV except for the allegation that the procedures set forth herein have not been followed.

ARTICLE XXI - CONCERTED ACTIVITIES

- 21.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, lock-out or other concerted activities, or refusal or failure to perform job functions and responsibilities or direct interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement, including Association compliance with requests by other labor organizations to engage in such activities.
- 21.2 The District will not authorize or permit any lock-out of members of the unit during the term of this Agreement.
- 21.3 The Association recognizes the duties and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down or any other interference with District operation by unit members who are members of the Association, the Association agrees to take all necessary steps to cause those involved unit members to cease such action. It is agreed and understood that any unit member violating this Section may be subject to disciplinary action as described under Article IX of this Agreement.
- 21.4 It is understood and agreed in the event that this Section is violated that the District shall be entitled to withdraw any rights, privileges, services, wages or benefits provided for in the Agreement from any unit member and/or the Association, District unit members or members, local or state, who encourage, instigate, or promote such violation, or fail to take all necessary steps to cease such action, will be liable for damages as determined by a court of competent jurisdiction.

ARTICLE XXII - SUPPORT OF AGREEMENT

- 22.1 The District and Association agree that it is to their mutual benefit to encourage the resolution of differences throughout the meet and negotiate process. Therefore it is agreed that the Association and the District will support the terms of this Agreement and will not attempt to seek change or improvement of the terms of this Agreement.

ARTICLE XXIII - TERM OF AGREEMENT

23.1 This Agreement shall be in full force through June 30, 2017.

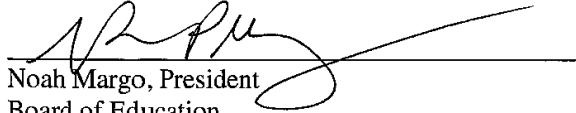
ARTICLE XXIV - COMPLETION OF MEETING AND NEGOTIATIONS

- 24.1 This Agreement and negotiated policies described in Article IV, definition of a "grievance", constitute the sole agreement between the parties hereto and supersede all prior agreements and understanding, oral or written, expressed or implied, between the District and the Association and its unit members.
- 24.2 Both parties agree to support this Agreement during its term, and will not seek change or improvement of the terms hereof unless by mutual agreement.
- 24.3 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, policies and procedures and over State laws to the extent permitted by State law. In the absence of specific provisions in this Agreement all unspecified practices, policies and procedures are within the sole and exclusive authority of the District.
- 24.4 In the event any Article, Section or portion of this Agreement shall be declared invalid by a court of competent jurisdiction or is found to be in contradiction of any Federal or State law or regulation, the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect. The parties to this Agreement will meet and re-negotiate said affected sections upon request thereon of the Association within twenty (20) working days.
- 24.5 The District shall provide the Association with sufficient copies of the Contract to provide each unit member with a copy of the ratified Contract. The District and the Association shall split the cost of typing and printing the Contracts. The Association shall distribute the Contract to the unit members.
- 24.6 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary or capricious. Every effort shall be made to implement the rules of this Agreement in a uniform manner.

ARTICLE XXV - SIGNATURE

Approved by formal action of the Board of Education of the Beverly Hills Unified School District on July 8, 2014.


By:



Noah Margo, President
Board of Education

Approved by the Beverly Hills Education Association on June 5, 2014.

By:



Margo Bender, Classified President
Beverly Hills Education Association/OTBS/NEA

APPENDIX A
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL-BHEA/OTBS
SALARY SCHEDULE for 2014-2015
Effective July 1, 2014

CLASS/STEP	1	2	3	4	5	6
11	2081	2210	2322	2446	2567	2702
12	2162	2263	2383	2491	2627	2754
13	2210	2322	2446	2567	2702	2828
14	2263	2383	2491	2627	2754	2891
15	2322	2446	2567	2702	2828	2980
16	2383	2491	2627	2754	2891	3042
17	2446	2567	2702	2828	2980	3120
18	2491	2627	2754	2891	3042	3192
19	2567	2702	2828	2980	3120	3276
20	2627	2754	2891	3042	3192	3353
21	2702	2828	2980	3120	3274	3436
22	2754	2891	3042	3192	3353	3511
23	2828	2980	3120	3274	3436	3606
24	2891	3042	3192	3353	3511	3687
25	2980	3120	3274	3436	3606	3789
26	3042	3192	3353	3511	3687	3886
27	3120	3274	3436	3606	3789	3976
28	3192	3353	3511	3689	3886	4075
29	3274	3436	3606	3789	3976	4173
30	3353	3511	3687	3886	4075	4264
31	3436	3606	3789	3976	4173	4381
32	3511	3687	3886	4075	4264	4484
33	3606	3789	3976	4173	4381	4599
34	3687	3886	4075	4264	4484	4708
35	3789	3976	4173	4381	4599	4841
36	3886	4075	4264	4484	4708	4946
37	3976	4173	4381	4599	4841	5065
38	4075	4264	4484	4708	4946	5198
39	4173	4381	4599	4841	5065	5319
40	4264	4484	4708	4946	5198	5456
41	4381	4599	4841	5065	5319	5590
42	4484	4708	4946	5198	5456	5728
43	4599	4841	5065	5319	5590	5863
44	4708	4946	5198	5456	5728	6015
45	4841	5065	5319	5590	5863	6173

Hourly rate to be computed by dividing monthly rate by 173.33
Overtime rates to be computed by multiplying hourly rate by 1.5

Each Classified employee serving 50% or more of a full time day established for the position to which the employee is assigned, shall receive health & welfare benefits in conformity with Board policy.

CLASS NUMBERS

ACCOUNTING AND CLERICAL (All classifications are 12 months unless otherwise noted.)

Accounting Clerk – BHHS	30
Administrative Assistant II, Educational Services	43
Administrative Assistant II, Facilities	43
Administrative School Secretary	28
Administrative Services/District Office Assistant	27
Adult Education/Alternative Ed Operations Specialist	28
Adult Education/Alternative Education-Clerk	18
Adult Education/Alternative Ed School Office Manager	26
Adult Education/Alternative Education-Secretary	23
Adult Education/Alternative Education-Senior Clerk	19
ASB Financial Technician	31 (11 months)
ASB Technician	30 (10 months)
Attendance Assistant	23 (11 months)
Child Welfare & Attendance Specialist	43
Community Liaison	30 (10 months)
Computer System Specialist	36
Computer Technician, Adult School K-12	38
Facilities Secretary	23
Food Service Accounting Technician	30 (11 months)
Guidance Technician	26 (11 months)
High School Business Technician	28
Human Resources/District Office Assistant	27
Library Technician (K-8)	26 (10 months)
Library Technician (High School)	22 (10 months)
Office Staff Assistant	24
Payroll Benefit Technician	27
Payroll Technician/Senior Secretary, Business	27
Planning & Facilities Assistant	30
Pupil-Personnel Services Specialist	26
Purchasing Assistant	27
Registrar	24 (10 months)
Senior Accounts Payable Specialist	36
Senior Attendance Assistant	24 (10 months)
Senior Clerk-High School	19 (11 months)
Special Education Support Technician Student Supp. Servs.	33
Special Education/Student Support Clerk	18
Special Education/Student Support Specialist	36
Systems Administrator	43
Technical Secretary – Adult/Alternative Education	28
Technology Specialist	41
Telecommunications Systems Technician	38
Theatre Operations Specialist	40 (11 months)
Workability Program Specialist	40 (11 months)
School Office Assistant	
- K-8 Sites	33 (10 months plus 7 days)
- High School	22 (11 months)
School Office Manager	
- K-8 Sites	37 (10 months plus 7 days)
- High School	26 (11 months)
- Moreno	25 (10 months)

CLASS NUMBERS (cont)

Secretary	
- High School, Houses	28 (11 months)
- High School, House (A)	30 (11 months)
- High School, Physical Education	(10 months)
Senior Secretary	23
- Business Operations	25
- Educational Services	25 (10 months)
- High School, Applied Education	25 (10 months)
- High School, Moreno	25 (10 months)
- Maintenance/Operations	25
- Student Support Services/Special Education	28

ADDITIONAL BENEFITS

Each OTBS employee shall be entitled to compensation, in addition to the employee’s regular salary, based upon the number of years of the employee’s continuous employment, in permanent status, by the District, as follows:

After ten years of continuous employment	\$58.76 per month
After fifteen years of continuous employment	\$105.86 per month
After twenty years of continuous employment	\$153.12 per month

Unit members who qualify for Professional Growth – Article XIX, will receive an award as follows:

Increment	Units	Annual Award	Monthly Breakdown		
			10-Month Employees	11-Month Employees	12-Month Employees
1	15	\$574.07/year	\$57.41/mo.	\$52.19/mo.	\$47.84/mo.
2	30	\$1148.14/year	\$114.81/mo.	\$104.38/mo.	\$95.68/mo.
3	45	\$1722.21/year	\$172.22/mo.	\$156.56/mo.	\$143.52/mo.
4	60	\$2296.27/year	\$229.63/mo.	\$208.75/mo.	\$191.36/mo.

APPENDIX B

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT**

REQUEST FOR JOB RECLASSIFICATION, CLASSIFIED

Reclassification is the upgrading of an existing job classification to a different existing job classification because of a significant change in the duties and responsibilities being performed by such employee(s).

Complete the following information as comprehensively as possible:

EMPLOYEE NAME AND SITE : _____

1. TITLE OF CURRENT POSITION AND PRESENT CLASSIFICATION:

2. LIST THE CHANGES IN REGULAR DUTIES AND RESPONSIBILITIES:

(Attach a typed list if additional space needed)

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

(Any additions after form submitted must be submitted in writing prior to reclass panel meeting)

2. WHEN DID THESE CHANGES IN DUTIES/RESPONSIBILITIES OCCUR?

4. CLASSIFICATION REQUESTED BY EMPLOYEE: _____

DO NOT FILL IN BELOW
HUMAN RESOURCES DEPARTMENT

4. FORWARD TO COMMITTEE: _____

5. ACTION OF COMMITTEE:
APPROVED: _____

(New job description attached)

DISAPPROVED: _____

SUBMITTED BY:

Signature Date

Supervisor Date

***FINAL
RECLASSIFICATION PANEL EXIT FORM***

List the duties, from the request for reclass form that qualified for reclassification. List the actual duty, not the details of said duty.

- _____

- _____

- _____

- _____

- _____

- _____

- _____

List duties that did NOT qualify and/or were felt already in current job description.

- _____

- _____

- _____

- _____

- _____

- _____

- _____

APPENDIX C-1

BEVERLY HILLS UNIFIED SCHOOL DISTRICT
COMPLAINT FORM

STEP 1

Prior to filing a written complaint (Step 1) did the complainant have an informal conference to try to resolve the situation.? **YES** _____ **NO** _____

Submission of Complaint - All portions of this section must be completed by the complainant.

Name _____
Statement of Complaint _____

Specify policy or regulation alleged to have been violated (cite source) _____

Remedy Sought _____

Date

Signature

Upon completion of this section, the complainant shall present the white, yellow and pink copy to the principal or supervisor. The goldenrod copy should be retained by the complainant.

Principal or Supervisor's Response _____

Date

Signature

Upon completion of this section, the principal or supervisor shall retain the white copy, yellow copy to the complainant and forward the pink copy to the Human Resources Administrator.

White: Principal or Supervisor Yellow: Return to Complainant Pink: Human Resources Administrator Goldenrod: Employee

**APPENDIX C-2
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
COMPLAINT FORM**

STEP 2

Appeal to the Human Resources Administrator – All portions of this section must be completed by the complainant. The pink copy of the completed Complaint Form (Step 1) must be attached.

Reason for Appeal _____

Remedy Sought _____

Date Signature

Upon completion of this section, the complainant shall present the white, yellow and pink copy to the Human Resources Administrator. The goldenrod copy should be sent to the employee.

District Complaint Officer's Response _____

Date Signature

Upon completion of this section, the yellow copy will be presented to the complainant and the pink copy to the principal or supervisor who signed Step 1. On complaints regarding actions of employee, the Superintendent's action is final.

White: Principal or Supervisor Yellow: Return to Complainant Pink: Human Resources Administrator Goldenrod: Employee

**APPENDIX C-3
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
COMPLAINT FORM**

STEP 3

Appeal to the Superintendent – All portions of this section must be completed by the complainant. The yellow copy of the completed Complaint Form (Step 1) must be attached.

Reason for Appeal _____

Remedy Sought _____

_____ Date

_____ Signature

Upon completion of this section, the complainant shall present the white, yellow and pink copy to the Superintendent. The goldenrod copy should be retained by the complainant.

District Complaint Officer's Response _____

_____ Date

_____ Signature

Upon completion of this section, the yellow copy will be presented to the complainant and the pink copy to the principal or supervisor who signed Step 1. On complaints regarding actions of employees, the Superintendent's action is final.

White: Principal or Supervisor Yellow: Return to Complainant Pink: Human Resources Administrator Goldenrod: Employee

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT - OTBS
CLASSIFIED EVALUATION STANDARDS**

() Permanent () 3 Month () 6 Month

EMPLOYEE NAME

POSITION TITLE

SITE

**EVALUATION PERIOD
(FROM AND TO DATES)**

SCHOOL YEAR

WORK HABITS

(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Excessive absences without proper notification; frequent unexcused tardiness		Sometimes absent without proper notification; some unexcused tardiness		Never absent without proper notification; on time	
Misses timelines; cannot set appropriate priorities		Has difficulty meeting timelines and setting priorities		Meets timelines; sets priorities with some direction	
Cannot work without direct supervision		Frequently needs direct supervision		Needs little or no direct supervision	
Careless with District property		Sometimes careless with District property		Handles District property with care	
Disregards accepted or posted safety procedures		Sometimes disregards accepted or posted safety procedures		Complies with all accepted and posted safety procedures	

COMMENTS:

QUALITY OF WORK

(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Work is rarely accurate, neat or thorough		Work not always accurate, neat or thorough		Work is accurate, neat and thorough	

COMMENTS:

RELATIONSHIPS WITH OTHERS

(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Lacks tact and is discourteous and unfriendly		Not always tactful, courteous or friendly		Is friendly, courteous and tactful	
Is unable to work with others		Experiences difficulty working with others		Works well with others	
Ineffective in dealing with public and colleagues		Not always effective in dealing with public and colleagues		Effective in dealing with public and colleagues	

COMMENTS:

PERSONAL QUALITIES

(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Is not dependable		Sometimes not dependable		Consistently dependable and anticipates needs	
Does not initiate tasks without direction		Rarely initiates tasks without direction		Usually initiates tasks without direction	
Uses poor judgment		Sometimes uses poor judgment		Consistently utilizes good judgment	
Does not meet standards of appearance for position		Does not always meet standards of appearance for position		Meets standards of appearance for position	
Allows personal problems to interfere with work		Sometimes lets personal problems interfere with work		Rarely lets personal problems interfere with work	
Uses District time for personal business		Sometimes uses District time for personal business		Rarely uses District time for personal business	

COMMENTS:

SKILLS					
(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Lacks initiative to acquire job knowledge and learn procedures		Inconsistent in applying job knowledge and procedures		Demonstrates knowledge of job and procedures	
Does not utilize efficient methods		Inconsistent in applying effective methods		Consistently applies effective methods	
Has limited knowledge in use of equipment and resources		Does not apply knowledge of proper use of equipment and resources		Demonstrates basic knowledge in use of equipment and resources	
COMMENTS:					

ATTITUDES					
(1) UNSATISFACTORY		(2) NEEDS IMPROVEMENT		(3) MEETS/EXCEEDS	
Shows no enthusiasm for work		Seldom demonstrates enthusiasm for work		Demonstrates enthusiasm for work	
Consistently disregards rules and regulations		Sometimes disregards rules and regulations		Complies with rules and regulations	
Resists change		Slow to adapt to change		Readily adapts to change	
Resists suggestions from improvement		Seldom willing to accept suggestions for work improvement		Accepts suggestions for work improvement	
Is inefficient		Inconsistent in work produced		Is efficient in work produced	
COMMENTS:					

ADDITIONAL COMMENTS:

NOTE: The signature of the employee does not necessarily indicate agreement with the evaluation. It merely documents the evaluation. This evaluation will be placed in your personnel file. You have ten (10) working days from receipt of this document to make any signed, written comments you wish which will be attached to the evaluation.

EVALUATOR'S SIGNATURE: _____ **DATE:** _____

EMPLOYEE'S SIGNATURE: _____ **DATE:** _____

Check here if comments or Form 2 are attached Reviewing Administrator's Initial:

DISTRIBUTION: **EMPLOYEE** **SUPERVISOR** **HUMAN RESOURCE OFFICE**

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT - OTBS
CLASSIFIED EVALUATION PART II**

(THIS FORM MUST BE UTILIZED BY THE EVALUATOR WHEN AN EMPLOYEE RECEIVES A RATING OF "NEEDS IMPROVEMENT" OR AN "UNSATISFACTORY" RATING.)

NAME	SITE	DATE OF CONFERENCE
() Probationary () Permanent		
I. Specific deficiencies (From Evaluation Standards):		
II. To assist you in improving in the standard(s), I offer the following suggestions and /or assistance (to be completed with employee):		
III. The following expectations must be met:		

These deficiencies in performance must be corrected by: _____

The next evaluation conference shall take place on or about: _____

Evaluator's Signature:	Employee Signature:
Date:	Date:
<p>The employee's signature acknowledges that he/she has seen and discussed the Performance Evaluation. However, it does not necessarily imply agreement with the conclusions of the evaluator(s). This evaluation will be placed in the employee's personnel file. The employee has ten (10) work days from the receipt of this document to make any signed, written comments. The comments will be attached to the evaluation.</p>	

Distribution: Human Resource Office Employee Supervisor

APPENDIX E

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
VOLUNTARY CATASTROPHIC / SICK LEAVE PROGRAM
CONTRIBUTION FORM
20__ - 20__**

Please sign, and return to the Payroll Office no later than October 1, or by the end of the first month of service for new hires.

I **elect** to contribute one (1) sick leave day. I understand that the day I contribute is irrevocable and will be subtracted from my accumulated sick leave.

My signature below indicates that I have read and accept all of the provisions of the relevant BHUSD Classified Agreement.

XXX – XX - _____

Print Name

Social Security Number (last 4 digits)

Signature

Date

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
VOLUNTARY CATASTROPHIC / SICK LEAVE PROGRAM
WITHDRAWAL REQUEST**

Name:	School Site:	Date:
Social Security Number (last 4 digits): XXX – XX- _____	Phone: ()	

Please Check Your Selection, Complete Form, Attach Verification, and Return to the Human Resources Office.

Initial Request

OR

Request for Extension

Start of Absence:	Number of Days Requested:
Reason for Absence: _____ _____ _____	

NOTE: Please attach verification from your health care provider that will support the nature and period of absence.

COMMITTEE USE ONLY

DATE: _____

<input type="checkbox"/> Approved	District Committee Member			
# of days: _____	Signatures	_____	_____	_____
<input type="checkbox"/> Request denied	Unit Committee Member			
	Signatures	_____	_____	_____

APPENDIX G – OTBS VACATION REQUEST FORM

Name: _____ Site/Dept: _____

Please be aware that, based on current contract language (See Article XI of the BHEA-OTBS contract), if you wish to request any vacations of more than three (3) consecutive days, you must submit a request at least 30 days in advance.

11.1 SCHEDULING: Vacations shall be scheduled at times requested by bargaining-unit unit members in so far as possible within the District's work requirements. Normally vacations will be scheduled when school is not in session. If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greatest bargaining unit seniority shall be given his/her preference. Requests for vacations of more than three (3) consecutive days in length shall be submitted to the unit member's direct supervisor at least thirty (30) days in advance.

If an emergency situation arises, submit requests for vacation of any length at any time, knowing that such requests may be approved or denied at the sole discretion of the District

Note that "consecutive days" are defined as successive work days, regardless of whether such days are interrupted by weekends, holidays, or other such days when schools are closed and BHEA-OTBS unit members are not required to report to work.

My personal records reflect that I have _____ days of vacation time accrued as of today's date and that I accrue an additional _____ days of vacation time per month.

_____ I hereby request the following vacations of more than three (3) consecutive days scheduled at least 30 days from now, as listed below

_____ I hereby request the following vacation(s) of three (3) or fewer consecutive days, as listed below

_____ I hereby request the following vacation outside of the above timelines because of an emergency situation as listed below. I have described the emergency in the comments section, and I have attached additional documentation to support my need for emergency vacation leave.

Dates Requested	Number of Days Requested

Comments (optional):

Employee signature _____ Date _____

Supervisor Approval of Requested Dates _____ Date _____

Human Resources Approval _____ Date _____

After supervisor approval is given, please make a copy for your records and submit this form to Human Resources according to the timelines above.

