

TENTATIVE AGREEMENT
between
Huntington Beach City School District
and
California School Employees Association and its Huntington Beach City Chapter 316

June 16, 2022

The Huntington Beach City School District (District) and California School Employees Association and its Huntington Beach City Chapter 316 (CSEA) have completed negotiations for 2021-22 and agree to maintain the provisions of the current collective bargaining agreement except as follows:

ARTICLE XI: HOURS & OVERTIME

11.1 **Workweek**: The workweek for a full-time unit member shall consist of five (5) days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis or in the case of part-time unit member' assignment extension when such is necessary to carry on the business of the District.

11.1.1 Upon the request of either party, representatives from the District and CSEA shall meet at a mutually agreeable time to discuss flexible schedules. Any adjustments in the work schedule shall be by mutual agreement between the Association and the District and shall include specific timelines and adequate supervision to cover the modified time schedule.

Unit members working modified schedules during the summer on Independence Day holiday shall be paid overtime for the number of hours worked. Such unit members not working on the Independence Day holiday, but otherwise eligible for holiday pay, shall receive compensation for this holiday based on the amount of hours in their regular work year/work day schedule.

11.2 **Workday**: The length of the workday shall be designated by the District for unit member. The unit member's assigned work schedule shall be determined by the District upon initial employment.

The Association agrees that the District may change assigned starting times within a thirty-minute limit of unit member's starting time when it affects a school-wide and/or District-wide operation. A unit member's assigned work schedule may be changed by mutual agreement between the unit member and the unit member's immediate supervisor upon notification to the Association prior to implementation. Except as otherwise provided herein, if the unit member or the unit member's immediate supervisor does not agree to the proposed assigned work schedule, the District and the Association may negotiate the proposed

change to the extent required by law. At the discretion of the District and in consultation with CSEA, the work schedule of the night custodians may be shifted to a day-time schedule.

11.3 Lunch Periods: All employees covered by this Agreement who render service of at least six (6) consecutive hours shall be entitled to an uncompensated, uninterrupted lunch period. The lunch period shall be assigned by the immediate supervisor to be taken as soon after the conclusion of four (4) consecutive hours of service as possible and may be changed upon mutual agreement of the unit member and immediate supervisor. The length of time for such lunch period shall be for a period of no less than one-half hour and shall normally be scheduled for full-time unit members at/or about the midpoint of each work shift.

11.4 Rest Periods: Rest periods shall be assigned by the immediate supervisor and may be changed upon mutual agreement.

11.4.1 All bargaining unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period except as provided for in Section 11.4.2, at the rate of fifteen (15) minutes per four (4) consecutive hours worked.

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

11.5 Overtime: Except in cases of District declared emergency, unit member services rendered in excess of eight (8) hours/day - forty (40) hours/week 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 overtime.

11.5.1 All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2½) times the regular rate of pay (except in cases when a substitution is made for Admission Day).

11.5.2 Compensatory Time Off:

11.5.2.1 An employee in the bargaining unit shall be granted compensatory time off, at the District's discretion, in lieu of cash compensation for overtime work at the appropriate rate as defined in Section 11.5 of this Article. The decision as to cash reimbursement or compensatory time off shall be made within five (5) working days of the day overtime was worked.

11.5.2.2 If compensatory time has been approved, but because of District demands has not been taken by the end of the fiscal year in which the compensatory time was earned, the unit member shall be compensated for the overtime at the unit member's current rate of pay.

11.5.3 Overtime Distribution: Overtime for bargaining unit members other than those assigned to the Transportation Department shall be distributed to employees in the bargaining unit within each affected work location by seniority in classification on a

rotational basis. The District shall make every effort to contact the affected bargaining unit members at their work location before reverting to overtime distribution drawn from a master District overtime rotation list of bargaining unit members--based on seniority within each classification--who desire overtime hours.

A unit member who refuses an overtime assignment shall revert to the bottom of the rotation list. Nothing in this section shall be construed to limit the right of the District to assign overtime without regard to the rotation system when it deems that the expertise or skill of a particular unit member is desirable in fulfilling an overtime assignment. Employees must complete a probationary period before being included in the District overtime rotation list.

11.6 In-service Activities: District required in-service activities **and District required trainings** shall, insofar as practicable, be provided during a unit member's normal work schedule, and unit members shall not be required to pay any fees for said training. If in-service activities cannot be provided for during normal duty hours, a unit member shall be compensated at his/her regular rate of pay for required in-service activities conducted during non-duty hours.

11.6.1 One (1) additional mandatory professional development day shall be scheduled each year by the School Year Calendar Sub-Committee for unit members whose identified work year is less than 186 days.

11.7 Minimum Call-In/Call-Back Time: Except as specified in Section 11.9.1, unit members who have left their work site and are called back to work after their regularly assigned work hours, or who are required to work on a day not regularly scheduled to work, shall receive a minimum of two (2) hours of pay at the appropriate rate of pay under this Agreement. The Supervisor may assign duties during this time.

11.7.1 Unit members in the bus driver classification shall be provided a minimum of one (1) hour of compensation at the appropriate rate of pay when called back to work during non-assigned hours of their regular work day. The Supervisor may assign non-driving duties if their run is less than one hour.

11.8 Notwithstanding any provision of this Article, the District shall have the right to require overtime service of any unit member in order to maintain effective District operations.

11.9 Hours for Bus Drivers:

11.9.1 Regular assignments shall be offered to bus drivers based on hire date. A regular assignment for drivers includes a.m. and p.m. routes, and when available, Adaptive PE, mid-day, field trips or mid-day substitutions. Regular assignments for Bus Driver/Driver Trainer includes but not limited to coverage of routes, substitution, and field trips. Preference for field trips will be given to drivers of busses over 50 passengers. In addition, field trips that require busses with special equipment (i.e., wheel chairs and multiple car seats) may be assigned to these busses and drivers,

and on occasion on regular field trips if scheduling problems occur.

11.9.2 Bus drivers may be assigned temporarily outside of their regular assignment by the Superintendent's designee in case of emergency.

11.9.3 Field Trips: The District shall normally give field trip drivers five (5) days notice for field trip assignments, but at least twenty-four (24) hours notice if extra hours and/or overtime are being assigned. In the event that the District offers a driver extra time with less than a twenty-four (24) hour notice and if that driver has a personal emergency which would prevent him/her from accepting the extra hours, the District will not add the declined time to the cumulative totals.

11.9.3.1 A list will be posted monthly in the Transportation Office which will show overtime and field trips time for the month and cumulative for the year by driver.

11.9.4 Overtime shall be distributed to drivers in a reasonable equitable manner.

11.9.5 Stand-by Time: Drivers on field trips who are required to remain on stand-by for the duration of the event, for which the field trip is made, shall be paid for all stand-by hours at their regular rate of pay. Stand-by time of up to thirty (30) minutes will be paid to a driver assigned a field trip for the period of time between the end of their regular assigned run and the beginning of the field trip. If stand-by time exceeds thirty (30) minutes, there will be no remuneration for any of the time that elapses between the end of the regular assigned run and the beginning of the special trip. It shall also be understood that bus drivers who are being paid for stand-by time of any sort will be expected to complete tasks assigned by the Superintendent's designee during the stand-by period. Whenever any combination of driving time and stand-by hours exceed eight (8) hours in any workday as defined in section 11.5, all excess hours shall be compensated at the appropriate rate based on the unit member's regular rate of pay. Notwithstanding any other provision of this Agreement, if a field trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.

11.9.6 Reporting Pay: Whenever, as a result of the unavailability of appropriate District vehicles due to mechanical or other malfunctions, a bus driver regularly scheduled to work is not allowed to drive a vehicle, he/she shall receive pay for that day at the rate he/she would have received for driving that day. In the event weather conditions prevent the regularly assigned runs from being performed or completed, all drivers affected shall receive pay for that day at the rate they would have received for driving that day. All time spent waiting for inclement weather to clear

shall qualify for reporting pay and be paid at the appropriate rate of pay. It shall be understood that any driver qualifying for reporting pay, as defined in this Article, shall report to work on their normally assigned work schedules and shall be responsible for assuming other duties as assigned by the Superintendent's designee.

11.9.7 At the beginning of the school year, available A.M., Mid-day, P.M. routes and buses (provided the bus is appropriate to the run) shall be assigned by a bidding process based on seniority.

Shifting service needs may alter coverage required and necessitate changes in hours assigned to bus routes, which may in turn have the effect of changes in hours of regular assigned time for bus drivers.

Reduction in hours of bus drivers arising out of paragraph #2 herein above, may be affected by the District with a ~~seven (7)~~ **five (5) working** day notice to the affected employee except when such reductions occur after the final adjustments are made at the beginning of the school year (the first twenty (20) days of school) and such reduction in hours totals twenty (20) minutes or more per day in that school year, in which case notice of sixty (60) days shall be given to the affected unit members **working other duties as assigned** and the bidding process shall be implemented based on seniority.

In the event that changes in hours total twenty (20) minutes or more per day in that school year, the bidding process shall be implemented based on seniority.

Because of the special circumstances affecting bus drivers in connection with hours and geographically isolated bus routes, it is agreed and understood that this section is intended as a reasonable interpretation of the applicable Education Code provisions governing classified layoff, insofar as it affects reduction of hours for bus drivers.

11.9.7.1 After the final adjustments are made at the beginning of the school year (the first twenty (20) days of school) to a bus driver's regular assigned hours, drivers who qualify for medical benefits and who subsequently suffer a reduction in hours shall not lose said medical benefits for the duration of the school year, except in cases of formal layoff.

11.9.8 **Summer Assignments:**

11.9.8.1 Extended year assignments (special education) shall be determined by bidding in the ~~fall~~ **summer** of each year. Extended year vacancies arising after initial assignments shall be filled based on seniority.

11.9.8.2 Summer school assignments (regular education) shall be filled based on seniority.

11.9.8.3 Weekend and charter assignments shall be offered to unit members, who indicate their interest on a sign-up sheet, based on seniority. The District shall make reasonable effort to contact the unit member on the sign-up sheet.

11.9.9 Pre-trip Inspection: Time required for inspection of buses shall be paid time.

ARTICLE XIV: SALARY

14.1 Unit members shall receive salary in accordance with Appendix B.

14.1.1 **Effective July 1, 2021, the current classified salary schedule shall be increased by three point five percent (3.5%). Additionally, bargaining unit members will receive a one-time off schedule one percent (1%) salary payment effective July 1, 2021.**

~~14.1.1 Effective July 1, 2021, the classified salary schedule shall be increased by an additional two percent (2%). Bargaining unit members will receive a one-time off schedule two percent (2%) salary payment effective July 1, 2020.~~

14.2 For the purpose of step advancement, longevity, and vacation increments, the unit member anniversary date shall be as defined below:

14.2.1 Anniversary Date: For the purposes of this Article, individuals who are employed by the District, shall have their anniversary established according to the following formula: unit members who are hired on or prior to the fifteenth (15th) day of the month, shall be entitled to an anniversary date effective the first day of the month. Unit members hired on the sixteenth (16th) day of the month or any day thereafter shall be entitled to an anniversary date on the first day of the following month.

14.2.2 Step Advancement: Unit members shall advance one step for each year of service beginning the first date of service in the class until the maximum step in the class has been achieved.

14.2.3 Promotion: Any unit member in the bargaining unit receiving a promotion to a class allocated to a higher salary range under the provisions of this Agreement shall be placed on the appropriate range and step of the new class that would result in a minimum salary increase of 5% as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class. The anniversary date of a unit member shall not change as a result of promotion.

- 14.3 In addition to the salary schedule provisions contained in Appendix B, a unit member shall be entitled to additional longevity increments at the beginning of eight (8), ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service to the District. Such longevity increment rates shall be earned effective on the unit member's anniversary date. The amount of said longevity increments shall be determined by placing the eligible unit member on Step Five (5) of the first salary schedule range above the range on which the unit member was previously compensated.
- 14.4 After reporting to work, a unit member required to use his/her private vehicle for District business shall be compensated at the IRS rate of mileage reimbursement, or at a higher rate as designated by the Board of Trustees, providing that such travel was authorized by the District in writing and in advance of said vehicle utilization.
- 14.5 Any payroll error resulting in insufficient payment of an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the unit member provides notice to the Payroll Department.
- 14.6 Upon determination that an error has been made, any payroll adjustment due an unit member in the bargaining unit as a result of working out of classification, re-computation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than five (5) working days following notice to the Payroll Department. Any verified payroll adjustment owed to a unit member due to working out of classification shall be included in the following applicable payroll period.
- 14.7 Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the Board unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a fifteen (15) day period except as authorized herein.
- 14.8 A unit member may be required to perform duties inconsistent with those assigned to the position for a period of more than five (5) working days, within a fifteen (15) day period, provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.
- 14.8.1 Unit members shall continue to receive their regular rate of pay when assigned to perform the duties of a lower classification.
- 14.9 Instructional Assistants--Special Education who provides specialized health care services will be provided a stipend as follows:
1. Daily Service* - 5% of Range 37, Step 1 (37/1)
 2. Backup service - 2% of Range 37, Step 1 (37/1)
- 14.9.1 Per Education Code 49423.5, "Specialized physical health care services" include

catheterization, gastric tube feeding, suctioning, or other services that require medically related training.

- 14.9.2 Training for the specific required services will be provided to the unit members who are required to perform the service by the District Nurse or other qualified individual. The "back up" unit member will also receive training. Unit members will receive a copy of written procedures and a copy will be maintained in the school's Health Office. The District Nurse will monitor and provide periodic training update as needed.
- 14.9.3 In the event the service is not performed at least 50% of the days in the month due to the student's absence, the unit member will receive the Backup Service stipend until such time as daily service is again required.
- 14.9.4 A unit member who is absent from work will not receive the daily or backup stipend.
- 14.9.5 Upon written notice that the specialized services are no longer required, the daily service and back up service stipend will be discontinued immediately.
- 14.9.6 This stipend shall not be subject to any retroactive salary increase.
- 14.9.7 This stipend will not be applied to non-work days, vacation days, or vacation payoff.
- 14.10 The District and the Association agree to discuss reclassification/reallocation of at least two (2) positions selected by each party annually.

ARTICLE XVII: VACATION ALLOWANCE

- 17.1 Regular classified employees shall earn vacation periods as described herein. Employees shall be entitled to utilize earned vacation benefits with prior written approval of his/her immediate administrator. If a unit member's request is denied, the unit member may schedule a meeting with the Supervisor to discuss the reason(s) for denial. Any denial of a vacation shall not be arbitrary in nature.
 - 17.1.1 In the event an approved vacation request is rescinded by the Supervisor, upon request, the Supervisor will provide the employee with the reason(s) for the rescission in writing. The employee may appeal the decision to the Assistant Superintendent of Human Resources (or designee) whose decision shall be final.
- 17.2 Vacations shall be calculated on the basis of a fiscal year of service, July 1 to June 30. Employees shall receive a full calendar month's credit for vacation if the beginning date of employment falls on or before the tenth (10th) of the month. Vacations shall be taken only after each day is accrued. An employee who has worked six (6) months or longer shall earn vacation time on the basis of one day per month from the beginning date of employment, except as modified in Section 17.4 below.
- 17.3 Vacation allowance for regular employees who work less than the normal eight (8) hour day

shall be prorated in the same manner as their assigned hours worked bears to full-time employment.

- 17.4 Employees rendering District service for six (6) months or longer shall earn vacation benefits according to the following schedule:

<u>Completed Service Requirement</u>	<u>Vacation Benefit</u>
1/2 - 4 years	1 day per month of annual service
after 5 years	1 additional day
after 6 years	1 additional day
after 7 years	1 additional day
after 9 years	1 additional day
after 10 years	1 additional day
after 11 years	1 additional day
after 12 years	1 additional day
after 13 years	1 additional day
after 14 years	1 additional day
after 16 years	1 additional day

17.4.1 Completed Service Requirement means completion of the required regularly assigned number of work days of the current fiscal year.

17.4.2 Upon completion of the Completed Service Requirement, the employee shall accrue the above vacation benefits effective his/her first day of employment of the fiscal year following completion.

- 17.5 In the event of a conflict in vacation scheduling between two or more employees, seniority shall be a factor in selection by the District.

- 17.6 Employees serving less than a twelve (12) month schedule shall earn vacation credit after six (6) months **which, to the extent available, shall first be paid during winter and spring recess periods. Employees with any additional vacation days may elect to use them during other student recess periods.** ~~Vacation may be taken during recess periods and nonstudent days including~~

~~Thanksgiving, Winter and Spring recess. Employees shall be responsible for keeping track of their vacation balances. In the event that vacation is requested, but there are no available days remaining, the employee will be placed in non-paid status for that day.~~ Any vacation days which remain unused shall be paid off at the end of the school year. Upon implementation of a time and attendance tracking system, either party may request to negotiate this section. In addition to all other accrual and use provisions of this Article, employees working a twelve-month schedule shall have the option of requesting and being paid off for up to five (5) accrued vacation days at the end of each school year.

- 17.7 Earned vacation days for a fiscal year will be cumulative for a period not to exceed twenty-four (24) months after the fiscal year in which earned. Vacations must be taken not later than December 31 of the following year, unless other provisions are approved by the Superintendent in writing.
- 17.8 Employees shall have access to vacation accruals by accessing their time and attendance account online.
- 17.9 Upon termination, permanent employees shall be compensated for any unused vacation benefits not utilized prior to separation from the District.

ARTICLE XVIII: TRANSFER

18.1 Definitions:

Transfer: A change of job location within the same position classification.

18.2 Unit Member Initiated Transfer Requests - Voluntary

18.2.1 Notices of vacant positions shall be **communicated electronically to all HBCSD classified employees and posted on the District web site** ~~posted on District bulletin boards for seven (7)~~ **five (5)** working days prior to filling said vacancies.

18.2.2 A unit member who has completed the probationary period in his/her current classification is eligible to apply for transfer.

18.2.3 Submission of a unit member request for transfer on appropriate District form. Qualifying unit member requests for transfer shall be given consideration prior to filling a vacancy by an outside applicant.

18.2.3.1 Requests shall be submitted to the Human Resources Department. ~~All requests shall automatically become null and void on July 1 of each year and if still interested in transfer the unit member must submit a new form. Nothing in this section shall be construed to prohibit unit members from submitting transfer requests at any time during the course of the year.~~ **Once a transfer request is submitted, it will remain active until the employee opts to withdraw their request.**

18.2.4 The following criteria shall be used by the District in consideration of unit member request for transfer:

18.2.4.1 The needs and efficient operation of the District.

18.2.4.2 The qualifications including the work experience and recent related training of the staff member compared to those of other candidates.

18.2.4.3 Seniority.

18.2.4.4 The recommendation of the immediate supervisor to whom the unit member is currently responsible, and the immediate supervisor where the vacancy exists.

18.2.5 The filing of a request for transfer is without prejudice to the unit member and shall

not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.

18.3 Employer Initiated Transfers – Involuntary: Should a unit member be involuntarily transferred by the District and their hours are changed or modified, the transfer will take effect at least five (5) days from the date of notification. By unit member request and mutual agreement of the District, the timeline may be accelerated or delayed. If the transfer includes a change in scheduled hours, a unit member may, if necessary, request consideration regarding the effective date of transfer.

18.3.1 Involuntary Transfer: A transfer may be made by the District at any time for any of,

but not limited to, the following reasons:

18.3.1.1 A change of enrollment or workload necessitating transfer of classified staff.

18.3.1.2 Improved efficiency of the District.

18.3.1.3 Reassignment of a member of immediate family. There shall be no prohibition upon employees and members of their immediate family being assigned and working at the same school or work location.

18.3.1.4 An opportunity to evaluate a unit member in a different school or location.

18.3.1.5 Betterment of school or department.

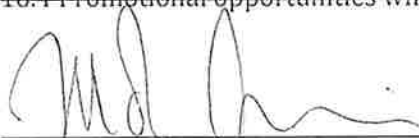
18.3.1.6 Significant ~~personality~~ interpersonal conflicts that continue after remediation has been attempted.

18.3.2 Upon written request, a unit member shall be granted a conference or a written statement regarding the reasons for the involuntary transfer.

~~18.3.3 If the transfer includes a change in scheduled hours, a unit member may, if necessary, request consideration regarding the effective date of transfer.~~

18.3.4 An involuntary transfer shall not be for arbitrary reasons.

~~18.4 Promotional opportunities will be posted by the District Human Resources Department.~~



Mark Francovig, CSEA President

6-16-22

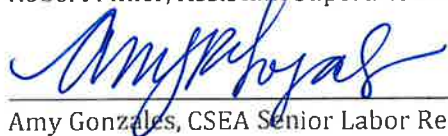
Date



Robert Miller, Assistant Superintendent, HR

6-16-2022

Date



Amy Gonzales, CSEA Senior Labor Relations Representative

6-16-22

Date