

Amended Proposal to the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its BREA OLINDA CHAPTER NO. 207  
from the  
BREA OLINDA UNIFIED SCHOOL DISTRICT  
for Reopener Contract Negotiations

District Counter #5 October 3, 2018

ARTICLE IV HOURS AND COMPENSATION

4.6

*[The parties agree to maintain the existing status quo language of this section.]*

4.8.1

~~The parties agree to increase the classified salary schedule in Appendix B and Appendix C by one (1) percent on schedule effective and retroactive to July 1, 2017.~~

**The parties agree to increase the classified salary schedule in Appendix B and Appendix C by two and one half (2.5%) percent on-schedule effective and retroactive to July 1, 2018.**

Reclassifications:

- ~~a. Trainer – The parties agree to change the job title from “Trainer” to “Athletic Trainer,” and increase the hours/months from six (6) hours to eight (8) hours, 10.5 months to 11 months.~~
- ~~b. Child Care Services – The parties agree to the following:
  - ~~1. Change job title from “Child Care Services Site Lead” to “Child Care Services Site Coordinator, and change rate of pay from Hourly Range 11 to Salary Range 17.~~
  - ~~2. Eliminate “Preschool Instructor” and “Assistant Site Lead” positions and reclassify to “Child Development Instructor” position at Salary Range 11. Employees currently working in the Preschool Instructor classification shall remain in their current salary range.~~~~
- ~~c. The Parties agree to reclassify the current Lead Groundsman to the restored Planner/Scheduler classification.~~

4.8.1.3

The District shall pick up the employer increase in CalPERS contributions for 2017-18. Any additional increase for 2018-19 will be a factor in any compensation negotiations for 2018-19.

**The District shall cover the employer increase in CalPERS contributions for 2018-19. Any additional increase for 2019-20 will be a factor in any compensation negotiations for 2019-20.**

4.8.3

*[The parties agree to maintain the existing status quo language of this section.]*

4.8.8

*[The parties agree to maintain existing status quo language of this section and its subsections 4.8.8.1 through 4.8.8.5.]*

4.8.10

Night Shift Differential: Any employee whose eight (8) hour shift begins at or after 2:00 p.m. will receive a ~~\$50~~ \$35 per month stipend as shift differential pay.

4.10

Trainings: The District shall make every effort to provide relevant training to all employees who require CPR or school bus driver certification on non-student days within the work year.

4.10.1

The district will continue to provide training as needed and/or provide professional development opportunities as it is related to the employee's current assignment.

#### 4.11

~~Restorations: The District agrees to restore the following positions:~~

~~Office Assistant II – restore hours from 6 to 8 hours.~~

~~Paraprofessional Media Tech I – restore hours from 6 to 8 hours.~~

~~Custodian – restore four (4) FTE to provide each elementary site with a full time night custodian and restore Brea Junior High School mid-day custodian to an eight (8) hour position.~~

## ARTICLE VI TRANSFERS/PROMOTIONS

### 6.0 TRANSFERS/PROMOTIONS

#### 6.1

Voluntary Transfer: Requests for transfer/promotion shall be made on the district form and sent to the personnel office. Forms for transfer/promotion requests shall be made available in the school and department offices.

##### 6.1.1

Application for transfer/promotion shall be made by the closing date printed on the notice of vacancy.

##### 6.1.2

All requests for voluntary transfer/promotions shall be considered on the basis of four criteria: (1) qualifications to perform the required services, (2) district-wide seniority, and (3) past services, including evaluations. (4) The needs of the District will also be considered.

##### 6.1.3

Voluntary transfer/promotion requests by an employee for any opening shall be given prior consideration over a new employee.

##### 6.1.4

An employee shall not be pressured by the District to seek a voluntary transfer. However, conscientious advisement may be offered for self-improvement.

##### 6.1.5

If voluntary transfer/promotion request is denied, the employee shall be notified, in writing, and provided with reasons for the decision.

#### 6.2

Lateral Involuntary Transfers: Lateral involuntary transfers may be initiated by the District at any time whenever such transfer is based on the needs of the District. The district shall provide a unit member with an advance notice of not less than five (5) days. CSEA shall be immediately notified of such transfer.

##### 6.2.1

Employees to be involuntarily transferred shall have the right to apply for any vacancies prior to the closing date stated on the notice of vacancy and the District shall consider such requests on the basis of District-wide seniority, qualifications to perform the required service, and past services, including evaluations.

##### 6.2.2

An employee who is to be involuntarily transferred shall, upon request, be given the reasons for the impending transfer in writing.

##### 6.2.3

To the extent prohibited by law, an involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefits under the contract.

6.3

Notice of Vacancies: Notice of vacancies shall be posted for at least ~~ten (10)~~ **five (5)** workdays. Notice of vacancies shall be circulated via electronic mail sent to all bargaining unit members' District issued email addresses and by written flyer posted on all CSEA bulletin boards at all District worksites. In some specific instances notice of vacancies may be posted for less than five (5) days when Agreement to do so is reached between the District and the CSEA Chapter President or their designee spokesperson of the Classified School Employee Association negotiating team.

6.3.1

Notice of vacancies shall be posted ~~as soon~~ within sixty (60) days when a need and/or as it is determined that a vacancy exists and shall include the classification, job description, pay range, hours of employment, and location(s). Copies of all notices of vacancies shall be forwarded to the Association at the time they are posted.

6.3.2

When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer or to seek promotion to bargaining unit employees. However, if two (2) or less District employees apply for the position, the current employee(s) will be interviewed at the same time as outside applicants.

6.3.3

~~Any employee on leave during the period of the posting shall be mailed a copy by First-Class Mail when the position is posted.~~

~~6.3.4~~ 6.3.3

The CSEA President shall be provided with access to the Board Agenda prior to each regularly scheduled Board Meeting, which agenda shall contain the Personnel Assignment Order (PAO) indicating all new classified hires since the last Board agenda.

6.4

When an employee is unable to satisfactorily perform his/her regular job duties due to a verified medical condition(s) on a temporary or permanent basis, the District shall explore reasonable accommodations. In the event the employee cannot be accommodated within their existing job classification, the District shall discuss alternate options. This section is not subject to the grievance article. The District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work shall be constituted only by mutual Agreement with CSEA and concurrence of the employee and the District.

## ARTICLE VII LEAVES

7.2

*[The parties agree to maintain the existing status quo language of this section.]*

The District and CSEA also agree to the following stipulations not memorialized in the text of the contract:

(1) Beginning with the 2018-19 school year, the District agrees to restore, increase hours and/or add the following positions to the classified bargaining unit:

One (1) 8 hour, 12-month Plumber;

One (1) 8 hour, 12-month Carpenter;

Increase of hours from 3.75 hours to six (6) hours, for one (1) FTE, 9.5-month Health Office Assistant, Brea Olinda High School;

Increase of hours from 3.75 hours to six (6) hours, for one (1) FTE, 9.5-month Health Office Assistant at Brea Junior High School;

One (1) 8 hour, 12-month Custodian. Five (5) hours at Olinda Elementary School and three (3) hours at Brea Junior High.

- (2) The parties agree to continue ongoing dialogue and collaboration in regards to the feasibility of facilitating additional opportunities for bargaining unit members to receive classification relevant and/or professional development related training not already provided by the District, as practicable.
- (3) The parties agree to participate in sub-committee meeting to work towards a mutual resolution in order to address the classified employee work year as it relates to section 4.6 of Article IV Hours and Compensation.

This concludes negotiations for the 2018-2019 school year.

AGREED:

BREA-OLINDA UNIFIED SCHOOL DISTRICT



Brinda Leon  
Assistant Superintendent, Human Resources

Oct. 3, 2018

Date



Kerrie Torres  
Assistant Superintendent, Human Resources

October 3, 2018

Date



Jean Aldrete  
Assistant Superintendent, Business Services

October 3, 2018

Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Elisabeth Santos  
President, CSEA Chapter #207

10-3-18

Date



Jason Gearakopoulos  
Labor Relations Representative, CSEA

10/3/18

Date