

TENTATIVE AGREEMENT
between the
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
AND ITS BONITA CHAPTER 21
and the
BONITA UNIFIED SCHOOL DISTRICT

The parties agree as follows regarding the reductions in hours for School Age Care bargaining unit members:

The reductions in hours of the School Age Care program for the 2004-2005 year were prompted by the change in the kindergarten program from a morning program to an extended-day program implemented in three steps (Kindergarten Transition Program).


This caused reductions in the School Age Care program for classified bargaining unit members due to lack of work.

Due to the Kindergarten Transition Program the reductions in hours are implemented in three steps. This will occur each school year beginning with the greatest number of hours in the fall and reducing twice during the school year in accordance with the Kindergarten Transition Program.

The reduced work hours for School Age Care bargaining unit members shall be computed on an annual basis for purposes of reductions in hours negotiations.


Any reductions beyond the total annual hours as contained in Attachment A shall be negotiated in accordance with Article 22 of the collective bargaining agreement and applicable law.

Should the Kindergarten Transition Program change or be abolished the District shall notify CSEA. The parties shall meet to determine any potential impact on School Age Care bargaining unit members and negotiate any mandatory subjects of bargaining in accordance with the collective bargaining agreement and law.



For California School Employees Association
Bonita Chapter 21

10/20/05
Date



For Bonita Unified School District

10-20-05
Date

BONITA UNIFIED SCHOOL DISTRICT

Resolution No. 2006-04

WHEREAS, the Board hereby finds that due to program changes, it is in the best interest of the school district to eliminate or reduce existing positions to the following extent:

<u>Classification</u>	<u>Positions Eliminated</u>	<u>Positions Reduced</u>	<u>Positions Hours</u>	<u>Position Location</u>
Bus Driver I*		1	1,144.00 to 1,110.00	Transportation
Bus Driver I		1	1,196.00 to 1,157.50	
Bus Driver I		1	1,256.50 to 1,144.00	
Bus Driver I		1	1,204.50 to 1,196.00	
Bus Driver I		1	1,040.00 to 988.00	
Bus Driver I		1	1,133.00 to 1,040.00	
Bus Driver I		1	1,157.50 to 1,133.00	
Bus Driver I		1	988.00 to 907.00	
Bus Driver II		1	5.50 to 4.00	Transportation
Bus Driver II		1	5.75 to 4.50	
Bus Driver II		1	6.50 to 4.75	
Special Education Van Driver		1	4.25 to 4.00	Transportation
Primary Language Assistant		2	7.00 to 5.25	Educational Services
Classroom Instructional Aide	2		3.95 to 0.00	Roynon
Classroom Instructional Aide		1	3.50 to 3.30	Grace Miller
Classroom Instructional Aide	2		3.00 to 0.00	Ekstrand
Classroom Instructional Aide	1		3.75 to 0.00	Ekstrand
Classroom Instructional Aide		1	7.00 to 5.00	Ekstrand
Community Aide Hourly	1		.50 to 0.00	Grace Miller
Clerk Typist III		1	8.00 to 6.00	Grace Miller

* Bus Driver I positions are listed with annual hours. All other positions are listed with daily hours.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

That the classified positions specified herein above be reduced pursuant to district rules and regulations and applicable provisions of the California Education code.

That the District shall meet and negotiate to the extent required by law.

That said eliminations and reductions become effective September 5, 2005 as approved at Board meeting of August 17, 2005 and amended by Memorandum of Understanding with CSEA and School Age Care reductions become effective September 5, 2005

That the Superintendent is directed to give appropriate notice of reduction and displacement rights, if any, to the affected classified employees pursuant to applicable provisions of the Education Code.

That the affected classified employees reduced pursuant to this resolution shall be eligible for re-employment pursuant to Education Code section 45298.

AYES:

NOES:

ABSENT:

APPROVED AND ADOPTED at a regular meeting of the Board of Education of the Bonita Unified School District at San Dimas, California, this 17th day of August, 2005.

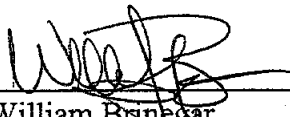

Board of Education Secretary

Side Letter of Agreement
between
Bonita Unified School District
and
California School Employees Association Bonita Chapter 21

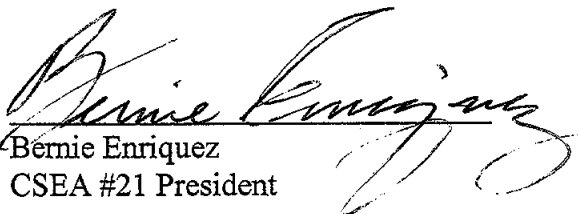
February 11, 2005

The parties agree to the following:

One School Age Care Assistant position at La Verne School shall be reduced from 3.8 hours to 2.55 hours per day. The reduction in hours below 3.0 hours per day shall not be precedent setting.



William Brinegar
Assistant Superintendent, HRD



Bernie Enriquez
CSEA #21 President

BONITA UNIFIED SCHOOL DISTRICT

Resolution No. 2005-13

WHEREAS, the Board hereby finds that due to reduction in student enrollment, it is in the best interest of the school district to reduce the existing position to the following extent:

<u>Classification</u>	<u>Positions Reduced</u>	<u>Positions Hours</u>	<u>Position Location</u>
Special Education Instructional Aide	1	6.0 to 5.0	Bonita High School

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

That the classified positions specified herein above be reduced pursuant to district rules and regulations and applicable provisions of the California Education code.

That the District shall meet and negotiate to the extent required by law.

That said Special Education Instructional Aide reduction become effective January 3, 2004.

That the Superintendent is directed to give appropriate notice of reduction and displacement rights, if any, to the affected classified employees pursuant to applicable provisions of the Education Code.

That the affected classified employees reduced pursuant to this resolution shall be eligible for re-employment pursuant to Education Code section 45298.

AYES: 4

NOES: 0

ABSENT: 0

APPROVED AND ADOPTED at a regular meeting of the Board of Education of the Bonita Unified School District at San Dimas, California, this 8th day of December, 2004.

Robert C. Otto
Board of Education Secretary

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

Local Recess for November 24, 2004

For the local recess scheduled on November 24, 2004, school year bargaining unit members shall take one of the following: a vacation day, a floating holiday, or an unpaid day under Article 7.10. For all other bargaining unit members the day shall be a regular work day subject to all leave provisions of the collective bargaining agreement between the parties.

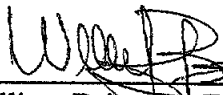
For school year bargaining unit members in this instance only, notification timelines under the collective bargaining agreement shall be waived. Bargaining unit members shall notify their immediate supervisor of their selected leave in writing on the appropriate form no later than December 17, 2004.



Don Roberts, President
CSEA Bonita Chapter 21

11-23-04

Date



William Brinegar, Ed.D.
Assistant Superintendent HRD
Bonita Unified School District

11-23-04

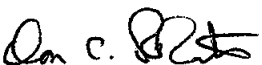
Date

4/9/2003
12:35 PM

MEMORANDUM OF UNDERSTANDING
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CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
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BONITA UNIFIED SCHOOL DISTRICT

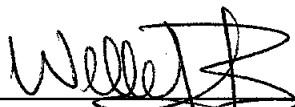
Local Recess for November 26, 2003

For the local recess scheduled on November 26, 2003, school year bargaining unit members shall take a vacation day or leave under Article 7.10. For all other bargaining unit members the day shall be a regular work day.



Don Roberts, President
CSEA Chapter 21

040903
Date



William Brinegar, Ed. D.
Assistant Superintendent HRD
Bonita Unified School District

4-9-03
Date

**Before the Governing Board of the
Bonita Unified School District
County of Los Angeles, State of California**

Resolution No. 03-18

RESOLUTION TO REDUCE CLASSIFIED SERVICES

WHEREAS, the Board hereby finds that due to lack of work, it is in the best interest of the school district to reduce one position to the following extent:

<u>Classification</u>	<u>Positions</u>	<u>Positions Hours</u>
Extended Day Care Assistant	1	5.25 to 4.25

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

That the classified positions specified herein above be reduced pursuant to District rules and regulations and applicable provisions of the California Education code.

That said reduction become effective March 27, 2003.

That the Superintendent or his designee(s) is directed to give appropriate notice of reduction and displacement rights, if any, to the affected classified employees pursuant to applicable provisions of the Education Code.


That the affected classified employee reduced pursuant to this resolution shall be eligible for re-employment pursuant to Education Code section 45298.

The foregoing Resolution was adopted by the Governing Board of the Bonita Unified School District on the 26th day of February, 2003 by the following vote:

AYES: 4

NOES: 0

ABSENT: 1



President, Governing Board of the
Bonita Unified School District

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

It is agreed that the conditions of the Head Start contract that relate to services normally provided by bargaining unit members are not precedent setting and do not represent a practice of the District.

The impacts of the implementation of the Head Start program on bargaining unit members who are site, school age care and business office employees will be monitored. The parties will meet prior to May 15, 2003 to review this MOU prior to its renewal.

Don C. Roberts

For California School Employees Association
Bonita Chapter 21

071502

Date

William B.

For Bonita Unified School District

7-15-02

Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

Non-pupil day, November 9, 2001 at Ekstrand, Grace Miller, Gladstone and La Verne Heights elementary schools.

November 9, 2001 remained an assigned workday for classified employees at the affected sites. Employees who provide service at the above listed sites including food service and school age care employees whose work year is currently scheduled to end on June 13, 2002 shall have their work year extend one (1) day and the last day of that work year shall then be June 14, 2002. Affected employees shall be compensated for the additional workday at their regular rate. This change in work year pertains only to those employees who provide service at the above listed sites whose work year for the 2001-2002 school year ends prior to June 14, 2002

Employees at the above listed sites whose services were not required on November 9, 2001 had the option of utilizing one of their existing allocated vacation days on November 9.

Transportation

November 9, 2001 shall remain an assigned workday for transportation employees.

Bus runs to the sites listed above on June 14, 2002 shall be made available to the drivers as extra duty assignments. The extra duty shall be offered first to the school year employee who drives the route regularly. If the regularly assigned driver declines the assignment, the extra duty shall be assigned by seniority within the classification.

Don C. Roberts
For CSEA Chapter 21

051302
Date

William A. [Signature]
For Bonita Unified School District

5-13-02
Date

MEMORANDUM OF UNDERSTANDING
Between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S BONITA CHAPTER 21
And
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association (CSEA), Chapter 21 and the Bonita Unified School District agree to the following:

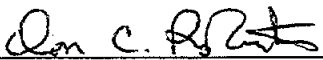
Compensation For Duties In A Higher Classification - Transportation Department

A driver hired in a specific classification that is trained, qualified and credentialed to perform duties of a higher classification shall be paid the rate of pay for the period they drive in the higher classification. The driver shall be compensated for service in the higher range at their current step. The duties performed shall include, but not be limited to, driving students on home to school routes and extra duty field and activity trips.

Drivers performing in this capacity shall indicate on their time card, in a manner evident to the Transportation Supervisor and Payroll Office, inclusive periods of time when they perform any duty requiring a different pay rate/classification that meets the intent of this agreement.


This agreement shall not be precedent setting for other out of class work assigned by the District.

This Memorandum shall be reviewed by CSEA Bonita Chapter 21 and the Bonita Unified School District at the beginning of 2003-2004 negotiations. If no changes are proposed, the revised article shall become part of the collective bargaining agreement between the two parties.



For California School Employees Association
Bonita Chapter 21

051302
Date



For Bonita Unified School District

573-02
Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association Chapter 21 (CSEA) and the Bonita Unified School District (District), agree on the following:

1. Beginning July 1, 2001 all Health Clerk positions in the District shall be seven (7) hours.
2. One bargaining unit member shall fill each Health Clerk position for a consistent seven-hour shift.
3. This memorandum of understanding supercedes any previous MOU regarding Health Clerk daily hours.

Margaret Bohka
For the California School Employees Association
Bonita Chapter 21

8-24-01
Date

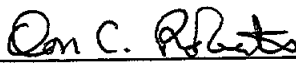
[Signature]
For the Bonita Unified School District

8-24-01
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT


10.2 Health and Welfare Benefits

- 10.2.1 The district's annual maximum health and welfare allocation shall be ~~\$5,197~~ **\$5,700** for full time employees. Employee only medical coverage and life insurance in the amount of \$10,000 is mandated. Additional district funded employee selected amount of life insurance shall not exceed the IRS limit. Part-time bargaining unit members shall receive a pro-rata allocation. There is no TSA or cash option for bargaining unit members who were hired on or after July 1, 1992.
- 10.2.2 For regular part-time bargaining unit members working four (4) hours a day or more, the District will contribute a proportionate amount to the existing program.
- 10.2.3 In accordance with the Tax Reform Act of 1986, the District shall provide for the administration of a Section 125 Plan as approved by the District and Association.
- 10.2.4 The District's annual maximum health and welfare allocation shall be ~~\$4,200~~ **\$4,703** for full time bargaining unit members who were employed in the District prior to July 1, 1992 and elect a TSA/cash option. Employee only medical coverage and life insurance in the amount of \$10,000 is mandated. Additional District funded employee selected amount of life insurance shall not exceed the IRS limit.
- 10.2.5 Bargaining unit members who verify medical coverage elsewhere are not required to select the mandated employee medical coverage.



Don Roberts, President
CSEA Chapter 21

11-12-02
Date



William Brinegar, Ed. D.
Assistant Superintendent HRD
Bonita Unified School District

11-12-02
Date

Bonita Unified School District

Human Resources Development

MEMORANDUM

DATE: ^{aj} October 1, 2003

TO: Dr. Robert C. Otto, Superintendent

FROM: Dr. William J. Brinegar, Assistant Superintendent
Human Resources Development

ITEM: **Approve the Tentative Agreement Between Bonita Unified School District and California School Employee Association Bonita Chapter #21, Article 27 – Job Vacancies and Promotions**

Background: The District has concluded negotiations with the California School Employee Association Bonita Chapter #21. The CSEA and District negotiating teams have reached a tentative agreement on Article 27 – Job Vacancies and Promotions.

Rationale: The Tentative Agreement on Article 27 – Job Vacancies and Promotions adds language providing that current bargaining unit members will be interviewed for open positions if they were rated “meets the requirements of position” or above on their most recent evaluation with the previous two years.

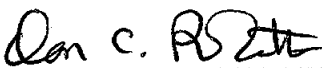
Funding: No additional cost to the District.

Recommendation: Approve the Tentative Agreement between Bonita Unified School District and California School Employee Association Bonita Chapter #21, regarding Article 27 – Job Vacancies and Promotions.

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT


ARTICLE 27 – JOB VACANCIES AND PROMOTIONS

27.4 All B-bargaining unit members who apply and meet the announced position specifications shall be interviewed and considered for the position. **Specifications shall include a level of “meets requirements” on the bargaining unit member’s most recent evaluation within the previous two years. Upon request, any bargaining unit member who was not interviewed shall be provided with the reason for not being granted an interviewed.**



Don Roberts, President
CSEA Chapter 21

060303
Date



William Brinegar, Ed.D.
Assistant Superintendent HRD
Bonita Unified School District

6-3-03
Date

JOINT STATEMENT

Please describe, in one statement, both parties' commitment to improving the labor-management relationship. Include a description of what you hope to get out of this program as well as any other information which you believe is relevant to your application. This statement should be co-authored by a representative of both parties then signed by each.

The Bonita Unified School District and the California School Employees Association, Chapter 21, wish to establish a good relationship in communications, meeting our timelines and honoring commitments. In addition, we desire to establish a trust between management and the association, as we have new staff and are developing our relationship.

Our goal is to continue building on our past commitments, thus strengthening our working relationship and enhancing our ability to meet the needs of the students of Bonita Unified School District.

For the Union/Association:

Signature Pat Fint

Title Treasurer

Date 5/7/98

For the District:

Signature Arnie L. McConnell

Title Asst. Supt., Human Resources

Date 5.7.98

Please indicate below if you have preferred dates for participating in the initial training.

Thank you for your application. We look forward to working with you!

JOINT STATEMENT

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For the Union/Association:

Signature Pat Fint

Title Treasurer

Date 5/7/98

For the District:

Signature Lorinda J. McCune

Title Asst. Supt., Human Resources

Date 5.7.98

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For the Union/Association:

Signature Pat Fint

Title Treasurer

Date 5/7/98

For the District:

Signature James J. McCune

Title Asst. Supt., Human Resources

Date 5.7.98

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For the Union/Association:

Signature Pat Fint

Title Treasurer

Date 5/7/98

For the District:

Signature Lorinda M. Conwell

Title Asst. Supt., Human Resources

Date 5.7.98

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Signature Pat Fint
Title Treasurer
Date 5/7/98

For the District:

Signature James M. Connel
Title Asst. Supt., Human Resources
Date 5.7.98

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For the Union/Association:

Signature Pat Fint
Title Treasurer
Date 5/7/98

For the District:

Signature Louise M. Conwell
Title Asst. Supt., Human Resources
Date 5.7.98

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Signature Pat Fin

Title Treasurer

Date 5/7/98

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Signature Arnie M. Conell

Title Asst. Supt., Human Resources

Date 5.7.98

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For the Union/Association:

Signature Pat Fint
Title Treasurer
Date 5/7/98

For the District:

Signature James M. Connelley
Title Asst. Supt., Human Resources
Date 5.7.98

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Title Treasurer

Date 5/7/98

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Signature Lorinda J. McConnell

Title Asst. Supt., Human Resources

Date 5.7.98

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BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 27 – JOB VACANCIES AND PROMOTIONS

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Don C. Roberts

Don Roberts, President
CSEA Chapter 21

060303

Date

William Brinegar

William Brinegar, Ed.D.
Assistant Superintendent HRD
Bonita Unified School District

6-3-03

*Margie,
Hold until CSEA
Ratifies in September*

Thx Delores

6/3/2003
12:54 PM

JOINT STATEMENT

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Title Treasurer

Date 5/7/98

For the District:

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Our goal is to continue building on our past commitments, thus strengthening our working relationship and enhancing our ability to meet the needs of the students of Bonita Unified School District.

For the Union/Association:

Signature Pat Fint

Title Treasurer

Date 5/7/98

For the District:

Signature Arnie M. Conwell

Title Asst. Supt., Human Resources

Date 5.7.98

Please indicate below if you have preferred dates for participating in the initial training.

Thank you for your application. We look forward to working with you!

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Signature Pat Fint

Title Treasurer

Date 5/7/98

For the District:

Signature James M. Connelley

Title Asst. Supt., Human Resources

Date 5.7.98

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For the Union/Association:

Signature Pat Fint

Title Treasurer

Date 5/7/98

For the District:

Signature James J. McConnell

Title Asst. Supt., Human Resources

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For the Union/Association:

Signature Pat Fint
Title Treasurer
Date 5/7/98

For the District:

Signature Lorena J. McConell
Title Asst. Supt., Human Resources
Date 5.7.98

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For the Union/Association:

Signature Pat Fint

Title Treasurer

Date 5/7/98

For the District:

Signature Loren J. McCune

Title Asst. Supt., Human Resources

Date 5.7.98

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For the Union/Association:

Signature Pat Fint

Title Treasurer

Date 5/7/98

For the District:

Signature Lynne L. McConnell

Title Asst. Supt., Human Resources

Date 5.7.98

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Date 5/7/98

For the District:

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Signature Lorena M. Cornell
Title Asst. Supt., Human Resources
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TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

January 7, 1999

The parties have reached a tentative agreement on the following:

ARTICLE 23-TRANSPORTATION

Definitions

For the purposes of this article, the following definitions apply:

ADDITIONAL WEEKLY ASSIGNMENT: Any trip that is two (2) or more days* until the day of the trip shall be treated as an additional regular weekly assignment.

* Two (2) days equal the first day the dispatcher is notified, if notice is received before noon, and the next day. The following are not counted as a day:

- 1) The actual day of the extra duty trip
- 2) Saturdays
- 3) Sundays
- 4) Holidays

ASSIGNMENT SHEET: A form listing any extra duty trips a driver has been assigned for the following week. The assignment sheets shall be distributed on Thursday by 2:00 p.m. before the week's assignments.

CONFIRMATION SHEETS: Small paper attached to the assignment sheet. This shall be completed by the driver and returned to the dispatch box. The sheets are due by Friday, following the distribution of the assignment sheets. Confirmation sheets not received by 1:00 p.m. Friday shall be considered turned back trips.

DISCRETION: Individual, careful judgment using identified criteria and discretionary triggers when making decisions for trip assignments (See 23.5.12 for triggers and criteria).

ELIGIBLE DRIVER: Next driver in line for assignment based on annual trip charts that is not currently assigned elsewhere and is available to drive.

EXTRA DUTY TRIP CHARTS: Posted charts designed to chart weekday trip assignments and weekend trips, to be used as a guide with discretion (see 23.5.12 for discretionary triggers) to assist dispatch in distributing trip assignments equitably. This chart shall also be known as "The Bar Chart."

FIFTEEN-MINUTE RULE: Fifteen (15) minutes prior to the scheduled departure time, the bus needs to be at the pick-up site.

LAST MINUTE TRIPS: Trips that are received by the Dispatcher after the weekly assignments have been distributed on Thursday, and there are less than two (2) days until the day of the trip.

MISCELLANEOUS DUTY CHART: Used to track and assign all miscellaneous duties to eligible drivers. This chart shall also be known as "The Bar/Date Chart."

MISCELLANEOUS DUTIES: For purposes of the Bar/Date Miscellaneous Duty Chart, miscellaneous duties may consist of, but are not limited to parts runs, kindergarten runs, compact days and bus washing.

TURN BACK TRIPS: Trips that were originally assigned to a driver on their weekly assignment sheet that the driver declined to accept.

WEEKDAY FIELD TRIP CHECK CHART: Posted chart designed to chart last minute and extra duty trips assigned to drivers.

23.1 Bidding of Bus Routes

Bidding for regular and special education bus routes shall take place at the driver orientation meeting, which shall be held within two weeks prior to the first day of student attendance.

23.1.1 The district shall post regular bus routes and the current bus driver seniority list by August 15 of each year for review by bus drivers. The seniority list shall be current as of June 30 of the previous fiscal year.

23.1.2 Special Education routes may be posted on August 15, but no later than the morning of the driver orientation meeting. Bidding for Special Education routes shall take place before the end of the workday at the driver orientation meeting. Post-bidding changes in these routes shall be handled according to Article 4.5 of this agreement.

23.1.3 Bidding for bus routes shall be based on each driver's seniority, with the most senior driver selecting first and the remaining drivers in descending order of seniority. The bidding process shall continue in descending order of seniority until all routes are taken.

23.1.4 If a driver is going to be absent from the driver orientation meeting, he/she may bid by proxy. The driver shall notify the Supervisor of Transportation in writing two (2) working days prior to bidding of his/her first three (3) choices in routes. Facsimiles and E-mail are acceptable as written notification. The Supervisor shall assign the route for the absent driver based on seniority and routes available. If no notice is made and the driver is not present at the bidding, the Supervisor shall choose on the driver's behalf.

23.2 Bus Assignments

Busses shall be assigned to drivers by the Supervisor of Transportation and adjusted as necessary to match route and driver. Drivers shall be trained as appropriate.

23.3 Vacancies

Within ten (10) working days of receipt of notification of employee separation from service by the Human Resources department, bidding for vacancies shall take place. The bidding process shall begin with the most senior driver working the same number of hours as the vacancy selecting first, and then the remaining drivers in descending seniority order. When the need for exceptions occurs, CSEA and the district shall meet to explore options.

23.4 Splits of Thirty (30) Minutes or Less

Bus drivers shall be paid for all time between regular routes and mandatory assignments when the time is thirty (30) minutes or less (i.e., mandatory meetings, compact day). Drivers shall be paid for all time between regular p.m. routes and evening trips when the time is thirty (30) minutes or less. Drivers will perform regular duties during this time period.

23.5 Extra Duty Trip Assignments

- 23.5.1 Trip assignments shall be made on a descending order of seniority at the beginning of each school year. After one full rotation based on seniority, assignments shall be made by assigning the driver with the least amount of extra duty time recorded on the extra duty trip chart (bar chart or bar/date chart).
- 23.5.2 When trips are equal in time, they shall be assigned in the order they are received to the next drivers in line according to the extra duty charts.
- 23.5.3 When trips are received after the weekly assignments have been distributed to the drivers and there are more than two days before the scheduled trip, the trip shall be assigned to the driver with the lowest number of hours on the weekday field trip chart, who has indicated he/she is available by placing his/her name on the bottom of the board. A driver who does not meet the proficiency criteria outlined in Article 23.5.12.2 B., shall not be assigned or charged for the trip. Regular weekly assignment rules apply consistent with Article 23.5.5.
- 23.5.4 Trip assignments shall be charged for the duration of the trip excluding contracted hours. Contracted hours include A.M. Routes, P.M. Routes, Kindergarten or Compact Day routes.
- 23.5.5 Assignment sheets shall be distributed every Thursday. The driver may choose to accept or turn back the assignments. The driver shall be charged for all trips, accepted or turned back on the bar chart. Accepted trips are marked in black and turned back trips in red. The dispatch shall update the assignment chart at least once a week.
- 23.5.6 In the event two drivers show equal time on the chart, the driver with greater seniority shall be offered the trip first.
- 23.5.7 Drivers must be present for their contracted hours on Monday, Friday and one additional day during the week preceding a weekend assignment to be eligible for that assignment. This does not include time absent for the following reasons:

- Holidays, including Floating Holiday
- Pre-approved vacation
- Bereavement
- District Business

23.5.8 All weekend field trips whether assigned, turned back or last minute assignments, shall be charged, and charted to the original driver and any reassigned driver who chooses to turn them down or take the assignment. This procedure applies to assignments on Saturday, Sunday and Holidays.

23.5.9 Drivers shall not be issued a trip on a day or week they have been authorized to be off for a pre-approved leave, including but not limited to, a floating holiday, pre-approved vacation, district business, or industrial accident.

23.5.10 When returning to work after an industrial accident or worker's compensation leave, the driver shall be reinstated to the bar chart equal to the lowest number of hours on the chart. If returning from a vacation or leave of absence longer than one week, excluding winter break, the driver shall be reinstated at the highest number of hours on the chart.

23.5.11 A driver must notify the dispatcher by Wednesday 12:00 p.m. prior to the issuance of weekly assignments, that he/she will be involved in authorized District business during the week or weekend.

23.5.12 Trip assignments shall be made allowing the dispatcher the discretion necessary to allow the department to run in a smooth and efficient manner on a daily basis. However, discretion shall be exercised according to the following triggers and criteria:

23.5.12.1 Triggers for Discretion:

A. Using the 15-minute rule, the bus needs to be at the pick up site fifteen (15) minutes prior to the scheduled departure time.

1. If there is no driver available within the 15-minute rule, then the dispatcher may use discretion.
2. The dispatcher, the Supervisor of Transportation or substitutes may be assigned.
3. The dispatcher shall not assign driver extra duty to him/herself without prior administrative approval.

B. The dispatcher shall have time and distance discretion to determine how long it takes to get to the pick-up site within the 15-minute rule.

23.5.12.2 Criteria for Discretion:

A. Home to School Route (HTSR)

B. Proficiency

1. Discretion is necessary to assign drivers who possess the necessary skills and demonstrate proficiency to carry out trips safely, as defined in HPH 82.7 and Title XIII of the California Vehicle code, including, but not limited to:

- a. Mountain Trips
- b. Trips requiring a 10-speed vehicle
- c. High traffic city trips
- d. Night driving
- e. Type of bus and/or equipment on bus

C. Bar Chart or Bar/Date Chart

D. Duration of trip determines order of assignment. When assigning several trips, the longest trip shall be assigned to the first eligible driver.

E. If the time frame for assigning the trip is short and conflicts with the Dispatcher's occasional driving assignment, then he/she may need to assign the trip immediately.

23.6 Assigning Turn Back Trips and Last Minute Trips

Trips turned back by drivers and trips received after trip assignments have been made shall be distributed as follows:

23.6.1 After the trips have been posted, drivers wishing to participate shall notify dispatch by 10:00 a.m. of the following day to indicate availability. Trips shall be issued within twenty-four (24) hours from the 10:00 a.m. time limit, subject to the dispatcher's driving schedule. If a last minute trip is scheduled before 10:00 a.m. the next day, then the assignment shall be made immediately when it is posted on the board.

23.6.2 Dispatch shall keep a driver assignment check chart in order of seniority. The first eligible driver shall be assigned the trip. If there are no eligible drivers available, any qualified person (including substitutes) may be asked in any order until a driver is found to take the assignment.

Margaret Bowka

For California School Employees Association
Bonita Chapter #21

7-6-99

Date

W. J. R.

For Bonita Unified School District

7-6-99

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
BONITA CHAPTER 21
and the
BONITA UNIFIED SCHOOL DISTRICT

July 07, 2005

The parties agree as follows regarding the reductions in hours for Transportation department bargaining unit members:

The reductions in hours of the Transportation bargaining unit members for the 2004-2005 year were prompted by the change in the kindergarten program from a morning program to an extended-day program implemented in three steps (Kindergarten Transition Program).

This caused reductions in the Transportation department for classified bargaining unit members due to lack of work.

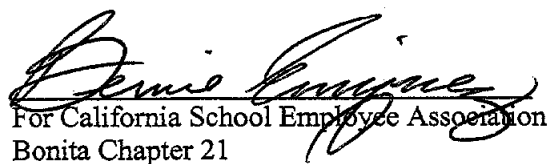
Due to the Kindergarten Transition Program the reductions in hours are implemented in three steps. This will occur each school year beginning with the greatest number of hours in the fall and reducing twice during the school year in accordance with the Kindergarten Transition Program.

Any reductions beyond the total annual hours as contained in Attachment A shall be negotiated in accordance with Article 22 of the collective bargaining agreement and applicable law.

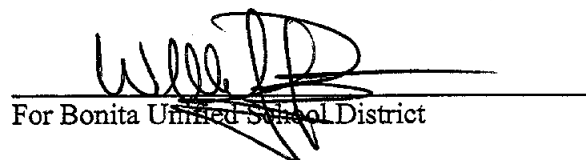
Vacation, sick leave and holiday pay shall be provided based on all contracted and extra duty hours (excluding overtime), in compliance with applicable Education Code sections.

Health and Welfare benefits shall be provided based on all contracted and extra duty hours (excluding overtime) worked during the prior academic year.

Should the Kindergarten Transition Program change or be abolished the District shall notify CSEA. The parties shall meet to determine any potential impact on bargaining unit members and negotiate any mandatory subjects of bargaining in accordance with the collective bargaining agreement and law.


For California School Employee Association
Bonita Chapter 21

9/1/05
Date


For Bonita Unified School District

9-1-05
Date

Rou Times 2005-06

Name	Morning		Mid-day		Afternoon		Daily Hours	Average Wash	Total Time	Contract Hours	Hours	Annual Hours				
	Route	Start	End	AM Total	Start	End							MD Total	Start	End	PM Total
F	6:22	8:55	2:33	11:15	12:05	0:50	0:50	13:55	16:45	2:50	6:13	0:12	6:25	6.50 #	130.00	1,308.50
	6:22	8:55	2:33	0:00	13:00	16:45	3:45	6:18	0:12	6:30	6.50	5.75 #	333.50			
	6:20	8:45	2:25	11:15	12:00	0:45	0:45	13:40	16:35	2:55	6:05	0:12	6:17	6.25	125.00	
M	6:20	8:45	2:25	0:00	12:55	16:35	3:40	6:05	0:12	6:17	6.25	5.50	319.00	1,256.50		
	6:25	8:45	2:20	11:15	12:00	0:45	0:45	13:55	16:25	2:30	5:15	0:12	5:27		5.50	120.00
	6:25	8:45	2:20	0:00	13:00	16:25	3:25	5:45	0:12	5:57	6.00	5.25	304.50			
G	6:25	8:45	2:20	0:00	13:55	16:25	2:30	4:50	0:12	5:02	5.25	5.75	120.00	1,204.50		
	6:32	8:44	2:12	12:09	12:45	0:36	0:36	14:00	16:25	2:25	5:21	0:12	5:33		5.75	1,196.00
	6:32	8:44	2:12	11:15	12:10	0:55	0:55	13:55	16:30	2:35	5:42	0:12	5:54		6.00	120.00
A	6:32	8:44	2:12	0:00	13:00	16:30	3:30	5:42	0:12	5:54	6.00	5.00	290.00	1,190.00		
	6:22	8:50	2:28	0:00	13:55	16:35	2:40	5:08	0:12	5:20	5.50 #	5.50 #	110.00			
	6:22	8:50	2:28	0:00	13:55	16:35	2:40	5:08	0:12	5:20	5.75 #	5.75 #	747.50			
L	6:22	8:50	2:28	0:00	13:55	16:35	2:40	5:08	0:12	5:20	5.50 #	5.50 #	319.00	1,176.50		
	7:00	8:45	1:45	11:10	12:10	1:00	1:00	13:55	16:40	2:45	5:30	0:12	5:42		5.75	115.00
	7:00	8:45	1:45	0:00	12:55	16:40	3:45	5:30	0:12	5:42	5.75	4.75	275.50			
J	6:47	8:40	1:53	11:15	12:10	0:55	0:55	13:50	16:30	2:40	5:28	0:12	5:40	5.75 #	115.00	1,138.00
	6:47	8:40	1:53	0:00	13:00	16:30	3:30	5:23	0:12	5:35	5.50	5.50	715.00			
	6:47	8:40	1:53	0:00	13:50	16:30	2:40	4:33	0:12	4:45	5.00 #	290.00				
C	6:30	8:40	2:10	0:00	13:40	16:30	2:50	5:00	0:12	5:12	5.25	5.25	1,092.00	1,092.00		
	6:52	9:00	2:08	11:15	12:10	0:55	0:55	13:55	16:00	2:05	5:08	0:12	5:20		5.50 #	110.00
	6:52	9:00	2:08	0:00	13:00	16:00	3:00	5:08	0:12	5:20	5.25	4.50 #	261.00			
K	6:52	9:00	2:08	0:00	13:55	16:00	2:05	4:13	0:12	4:25	4.50 #	4.50 #	1,040.00	1,040.00		
	6:30	8:30	2:00	0:00	13:20	18:05	4:45	4:45	0:12	4:57	5.00	5.00	1,040.00			
	6:20	8:35	2:15	0:00	13:40	16:25	2:45	4:45	0:12	4:57	5.00	5.00	1,040.00			
I	6:20	8:35	2:15	0:00	13:50	16:15	2:25	4:40	0:12	4:52	5.00 #	5.00 #	1,040.00	1,040.00		
	6:30	8:30	2:00	0:00	13:40	16:25	2:45	4:45	0:12	4:57	5.00	5.00	1,040.00			
	6:20	8:35	2:15	0:00	13:50	16:15	2:25	4:40	0:12	4:52	5.00 #	5.00 #	1,040.00			
D	6:30	8:40	2:10	0:00	13:40	16:30	2:40	4:33	0:12	4:45	5.00 #	5.00 #	1,120.00	1,120.00		
	6:52	9:00	2:08	11:15	12:10	0:55	0:55	13:55	16:30	2:40	5:00	0:12	5:12		5.25	1,092.00
	6:52	9:00	2:08	0:00	13:00	16:00	3:00	5:08	0:12	5:20	5.50 #	5.50 #	682.50			
H	6:52	9:00	2:08	0:00	13:55	16:00	2:05	4:13	0:12	4:25	4.50 #	4.50 #	261.00	1,053.50		
	6:30	8:30	2:00	0:00	13:40	16:25	2:45	4:45	0:12	4:57	5.00	5.00	1,040.00			
	6:20	8:35	2:15	0:00	13:40	16:25	2:45	4:45	0:12	4:57	5.00	5.00	1,040.00			
E	6:20	8:35	2:15	0:00	13:50	16:15	2:25	4:40	0:12	4:52	5.00 #	5.00 #	1,040.00	1,040.00		
	6:30	8:30	2:00	0:00	13:40	16:25	2:45	4:45	0:12	4:57	5.00	5.00	1,040.00			
	6:20	8:35	2:15	0:00	13:50	16:15	2:25	4:40	0:12	4:52	5.00 #	5.00 #	1,040.00			
											Total	14,855.50				

9/7/05 - 9/30/05 Kindergarten out at 11:20, 11:25 or 11:35
 10/9/05 - 9/31/06 Kindergarten out at 1:05, 1:10 or 1:20
 4/3/06 - 6/21/06 Kindergarten out at 2:00, 2:05 or 2:15 (with 1st -3rd)
 * Shorter hours on Compact day reduces contracted hours
 # Longer hours on Compact day increases contracted hours
 CNG Fueling time has not been included on any route

Regular Education Routes 2004-05

<u>Route</u>	<u>Annual Hours</u>
F	1,313.50
M	1,256.50
J	1,204.50
B	1,196.00
A	1,157.50
L	1,144.00
C	1,133.00
K	1,092.00
D	1,040.00
G	1,040.00
H	1,040.00
I	1,001.50
E	988.00
Total	<u>14,606.50</u>

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association CSEA, Chapter 21 and the Bonita Unified School District agree to the following:

- 4.6 An employee in the bargaining unit required to work out of his/her regular classification for a full shift for any three (3) days in any fifteen (15) day period shall, for the entire period said employee is required to work out of employee's classification, be moved to the range of the person the employee is replacing and be moved horizontally until an increase of at least 5% has been reached or until the member reaches the top step of the classification

Margaret Bohler
For California School Employees Association
Bonita Chapter 21

2-2-2000
Date

W. B.
For Bonita Unified School District

2-2-2000
Date

BONITA UNIFIED SCHOOL DISTRICT

CLASS TITLE: INTERMEDIATE ACCOUNT CLERK

BASIC FUNCTION:

Under the direction of the Director of Accounting, maintain financial records of one or more accounting functions of the District, such as accounts payable, budgeting and financial reporting.

REPRESENTATIVE DUTIES:

Plan and participate in the posting, assembling, tabulating, balancing, checking and filing of financial data. E

Prepare and check warrants, invoices, requisitions and related fiscal documents. E

Maintain various financial or statistical records. E

Work with computer based accounting systems in preparing input for the computer and using output reports. E

Interpret and apply appropriate rules and regulations. E

Maintain a variety of records and files. E

Operate a computer terminal, typewriter, calculator and copier. E

Compile information for a variety of reports and transactions. E

Verify and receipt monies and prepare deposit permits and make bank deposits. E Assure the timely receipt and distribution of data and reports.

Contact vendors, agents or suppliers by telephone or letter as assigned.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Policies, contract provisions and laws necessary to process benefit-related documents.

Interpersonal skills using tact, patience and courtesy.

Statistical and financial record-keeping techniques.

Modern office practices, procedures and equipment.

Telephone techniques and etiquette.

Operation of a computer terminal.

February 1994

Margaret Bohelka
9-27-00

ABILITY TO:

Establish and maintain cooperative and effective working relationships with others.

Meet schedules and time lines.

Add, subtract, multiply and divide quickly and accurately.

Communicate effectively both orally and in writing.

Work independently with little direction.

Maintain records and prepare reports.

Work confidentially with discretion.

Operate a computer terminal and other office machines.

Maintain work pace appropriate to given work load.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school with courses in bookkeeping and some college course work in accounting and two years of increasingly responsible experience in fiscal record-keeping, bookkeeping and reporting involving manual, machine and computer accounting system.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

PHYSICAL ABILITIES:

Seeing to read and inspect financial or statistical records. Hearing and speaking to communicate with District staff. Sitting for extended periods of time. Reaching to retrieve and file records.

Dexterity of hands and fingers to file and operate a computer keyboard and other office equipment.

ABILITY TO:

Establish and maintain cooperative and effective working relationships with others.

Meet schedules and time lines.

Add, subtract, multiply and divide quickly and accurately.

Communicate effectively both orally and in writing.

Work independently with little direction.

Maintain records and prepare reports.

Work confidentially with discretion.

Operate a computer terminal and other office machines.

Maintain work pace appropriate to given work load.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school with courses in bookkeeping and some college course work in accounting and two years of increasingly responsible experience in fiscal record-keeping, bookkeeping and reporting involving manual, machine and computer accounting system.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

PHYSICAL ABILITIES:

Seeing to read and inspect financial or statistical records. Hearing and speaking to communicate with District staff. Sitting for extended periods of time. Reaching to retrieve and file records.

Dexterity of hands and fingers to file and operate a computer keyboard and other office equipment.

BONITA UNIFIED SCHOOL DISTRICT

CLASS TITLE: ACCOUNT CLERK

BASIC FUNCTION:

Under the direction of the Fiscal Services Manager, assist other employees in maintaining financial records of one or more accounting functions of the District, such as accounts payable, accounts receivable, payroll, budgeting and financial reporting.

REPRESENTATIVE DUTIES:

Participate in the posting, assembling, tabulating, balancing, checking and filing of financial data. E

Work with computer based accounting systems in preparing input for the computer and using output reports. E

Apply appropriate rules and regulations. E

Maintain a variety of records and files. E

Operate a computer terminal, typewriter, calculator and copier. E

Compile information for a variety of reports and transactions. E

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Interpersonal skills using tact, patience and courtesy.

Statistical and financial record-keeping techniques.

Modern office practices, procedures and equipment.

Telephone techniques and etiquette.

Operation of a computer terminal.

Computerized spreadsheets

ABILITY TO:

Establish and maintain cooperative and effective working relationships with others.

Meet schedules and time lines.

Add, subtract, multiply and divide quickly and accurately.

Communicate effectively both orally and in writing.

Follow directions

Account Clerk - Continued Page 2

Maintain records and prepare reports.
Work confidentially with discretion.
Operate a computer terminal and other office machines.
Maintain work pace appropriate to given workload.
Prepare computerized spreadsheets

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school with courses in bookkeeping.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

PHYSICAL ABILITIES:

Seeing to read and inspect financial or statistical records.
Hearing and speaking to communicate with District staff.
Sitting for extended periods of time.
Reaching to retrieve and file records.
Dexterity of hands and fingers to file and operate a computer keyboard and other office equipment.

Margaret Boelke
9-27-00

September 2000

BONITA UNIFIED SCHOOL DISTRICT

CLASS TITLE: PERSONNEL TECHNICIAN I

BASIC FUNCTION:

Under the direction of the chief personnel officer, perform a wide variety of clerical work in the human resources office requiring specialized knowledge and involving frequent and responsible contact with other staff personnel and administrators; perform related work as required.

DISTINGUISHING CHARACTERISTICS:

The Personnel Technician I is the generalist level of the personnel technician group. Duties are of a complex clerical nature within the Human Resources office. Incumbents must have sufficient knowledge to carry out tasks without constant supervision, to assist in the resolution of difficult problems, and to plan and conduct the function with a high degree of independent judgment, and must possess highly developed clerical skills.

REPRESENTATIVE DUTIES:

Plan, schedule and perform a variety of complex work related to the specialized function to which assigned. E

Conduct transactions with district personnel or the public in matters requiring a detailed knowledge of rules, procedures, policies, precedent and activities. E

Compile and verify information and computer-generated statistical information and financial information for various reports including state and District reports and negotiations. E

Accept applications, maintain applicant records, sort and route mail, compose routine correspondence and arrange meetings and appointments. E

Maintain specialized records, assemble data and set up and maintain filing systems on a variety of subject matter where discretion is involved in assigning items to proper place. E

Research and respond to employment verification requests. E

Compile information from various sources and types on a variety of forms or set up appropriate format. E

Prepare and type letters, memoranda, forms, reports, bulletins, handbooks, questionnaires, requisitions, and documents with minimum direction; check and review a variety of forms and materials for completeness, accuracy, and conformance with established regulations and procedures. E

Operate office equipment; input a wide variety of information into computer terminal and HRS system; maintain and up-date record through use of data entry. Order, sort, and issue supplies; process invoices and purchase orders.

Relieve on switchboard as required

Complete personnel surveys and reports

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Modern office practices and procedures.
Rules, regulations, programs, and policies.
Data entry.

ABILITY TO:

Plan, lay out, and conduct clerical operations involving transactions requiring effective accountability and accurate controls.
Maintain complex clerical records and prepare reports.
Perform clerical work with speed and accuracy.
Meet the public effectively.
Operate standard and specialized office equipment.
Type accurately at 50 words per minute.
Work cooperatively with others.
Maintain work pace appropriate to given work load.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school including or supplemented by courses in typing and office practices and two years of increasingly responsible clerical experience.

WORKING CONDITIONS:

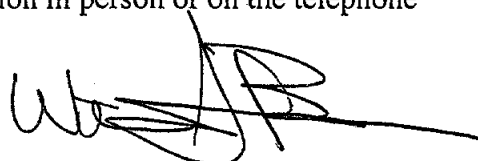
ENVIRONMENT:

Office environment.

PHYSICAL ABILITIES:

Dexterity of hands and fingers to operate a computer terminal and standard office equipment.
Seeing to proofread letters and documents.
Hearing and speaking to exchange information in person or on the telephone

Margaret Bohls
11-2-00


11-2-00

BONITA UNIFIED SCHOOL DISTRICT

CLASS TITLE: PERSONNEL TECHNICIAN II - BENEFITS

BASIC FUNCTION:

Under the direction of the chief personnel officer, performs the clerical functions in maintaining the benefits program. Position requires the exercise of independent judgment in the application and interpretation of complex rules, regulations and procedures related to benefits and retirements; frequent and responsible contact with other staff personnel; performs other job related work as required.

DISTINGUISHING CHARACTERISTICS

The Personnel Technician II is a specialist level of the personnel technician group. Duties are of a complex clerical nature within the Human Resources office. Incumbents must have sufficient knowledge to carry out tasks without constant supervision, to assist in the resolution of difficult problems, and to plan and conduct the function with a high degree of independent judgment, and must possess highly developed clerical skills.

REPRESENTATIVE DUTIES:

Plan, schedule and perform a variety of complex work related to the specialized function to which assigned. E

Conduct transactions with district personnel in matters requiring a detailed knowledge of rules, procedures, policies, precedent and activities pertaining to benefits. E

Compile and verify benefits information including computer-generated statistical information and financial information for various reports including state and District reports and negotiations. E

Perform record keeping functions related to the District benefits activities. E

Verify the accuracy of various benefits data and prepare benefits analyses as required. E

Respond to questions from employees, retirees, and insurance vendors regarding District policies, procedures and regulations related to employee benefits. E

Plans and coordinates the annual open benefits enrollment and assists with the implementation of various insurance programs. E

Process new employees to determine eligibility for participation in various health, other insurance and tax shelter programs and input data. E

Maintain specialized records, assemble data and set up and maintain filing systems on a variety of subject matter where discretion is involved in assigning items to proper place. E

Prepare and type letters, memoranda, forms, reports, bulletins, handbooks, questionnaires, requisitions, and documents with minimum direction; check and review a variety of forms and materials for completeness, accuracy, and conformance with established regulations and procedures. E

Operate office equipment; input a wide variety of information into computer terminal and HRS system; maintain and up-date record through use of data entry. Order, sort, and issue supplies; process invoices and purchase orders. E

Relieve on switchboard as required

Perform other related duties as assigned.

SKILLS, KNOWLEDGE AND ABILITIES REQUIREMENTS:

KNOWLEDGE OF:

Benefits record keeping and forms, methods, procedures and systems; operation of standard office machines and equipment including adding machines, calculators, copiers, computer terminals, etc.; office management procedures, methods and systems.

ABILITY TO:

Perform difficult benefits functions; prepare, review and analyze insurance reports and summaries; make complex mathematical calculations; operate a variety of office machines including a computer terminal/typewriter with accuracy at a speed sufficient to perform the clerical data entry duties assigned; understand and carry out oral and written directions; establish and maintain cooperative working relationships.

EDUCATION AND EXPERIENCE:

Graduation from high school or the equivalent; increasingly responsible experience in accounting or human resources work including at least two years in a school district in a responsible clerical position. At least one year of experience with the clerical benefits function is desirable.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

PHYSICAL ABILITIES:

Dexterity of hands and fingers to operate a computer terminal and standard office equipment; seeing to proofread letters and documents; hearing and speaking to exchange information in person or on the telephone

Margaret Bohelka
11-22-00

W. J. B.
11-22-00

BONITA UNIFIED SCHOOL DISTRICT

CLASS TITLE: SCHOOL-AGE CARE SITE SUPERVISOR

BASIC FUNCTION:

Under the direction of the District School-Age Care (S.A.C.) Coordinator, plan and direct the operation of a school site child care program during non-school hours, providing care in an educational-recreational program that complements the educational program of the school.

REPRESENTATIVE DUTIES:

PROGRAM PLANNING:

Plan, implement and direct the daily operation of a school site child care program providing age-appropriate care and supervision for school-aged children during non-school hours and during vacation and summer recesses.

Plan with staff to design and implement a schedule of age-appropriate activities for children enrolled in the program consistent with the goals of the District and the School-Age Care program.

Facilitate articulation of activities with the school site instructional program.

Confer with school-site and School-Age Care personnel to develop and coordinate strategies for students with special needs.

STAFF SUPERVISION:

Provide daily direction and guidance to assigned assistants, students and volunteers.

Assist in employee selection, training, record management and service time reporting.

Train and provide work direction for assigned staff as required.

Provide input for evaluation of assigned staff as required.

Conduct regular staff meetings to plan and coordinate program activities to meet the individual needs of children enrolled in the school-site SAC program.

RECORDS:

Maintain emergency information, accurate enrollment, attendance and other related information for each child enrolled in the SAC program.

Maintain a variety of records involving student medication, accidents and minor injuries, first aid and student discipline/behavior.

Monitor program expenditures

Requisition and purchase program equipment, supplies and food according to established District procedures.

Maintain student and school information in a confidential manner.

COMMUNITY RELATIONS:

Establish and maintain cooperative working relationships with school-aged children, parents, and school district staff.

Explain the program and interpret policies and procedures to parents and public.

Perform a variety of public relations activities including informational bulletins, newsletters and participation in local school and community events representing the school-site program.

ENVIRONMENT, FACILITIES, OTHER:

Establish and maintain a safe and healthy learning environment.

Assure the care and maintenance of SAC facilities, kitchens and equipment.

Plan for continued personal and professional growth through attendance at staff meetings and workshops

Perform related duties as assigned.

KNOWLEDGES AND ABILITIES:

KNOWLEDGE OF:

Child growth and development. E

Child guidance/behavior management strategies and techniques E

General needs and behavior of children E

Correct English usage, grammar, spelling, punctuation and vocabulary E

Health and safety regulations. E

Health and nutrition. E

Methods of observing, evaluating and recording child behavior. E

Program management and record keeping. E

Oral and written communication skills. E

Interpersonal skills using tact, patience and courtesy. E

Basic supervision. E

Applicable sections of State Education Code and other applicable laws. E

Technical aspects of field of specialty. E

ABILITY TO:

- Relate effectively to school age children. E
- Maintain a healthy and safe environment. E
- Plan, develop and implement age-appropriate activities for school-age children. E
- Relate to individuals of various cultures and lifestyles. E
- Understand and follow oral and written directions. E
- Work cooperatively with others. E
- Work autonomously with minimal direction. E
- Establish and maintain effective working relationships with others. E
- Analyze situations accurately and adopt an effective course of action. E
- Plan and organize work E
- Maintain work pace appropriate to given workload. E
- Train and provide work direction to others. E
- Maintain records and prepare reports. E
- Work confidentially with discretion. E
- Communicate effectively both orally and in writing. E

EDUCATION AND EXPERIENCE:

AA (or 60 units) Early Childhood Education/School-Age Care/Child Development units including coursework in program administration and adult supervision, **or:**

Two years of experience in working with children in an organized learning environment including one year working with first through eighth grade students. At least 6 months previous supervisory experience.

LICENSES AND OTHER REQUIREMENTS:

Current Community First Aid and CPR certificates; Valid California drivers' license; Valid automobile insurance.


WORKING CONDITIONS:

ENVIRONMENT:

School-Age Care program environment

PHYSICAL ABILITIES:

Seeing to monitor program activities and to read and prepare files and records.
Hearing and speaking to exchange information related to program objectives.
Subject to lifting, stooping, bending and standing for long periods of time.

Margaret Bohka
CSEA President


5-18-00

5-18-00



September 18, 2000

Dr. William Brinegar, Director
Human Resources Development
Bonita Unified School District
115 West Allen Avenue
San Dimas, CA 91773



RECEIVED

SEP 18 2000

HUMAN RESOURCES DEPT

Re: Contract Reopening

Dear Bill:

Enclosed is a copy of California School Employees Association Bonita Chapter #21's proposal for the reopening of the Classified Employees Contract. The chapter membership approved the proposal on Wednesday, September 13, 2000, at the regularly scheduled chapter meeting.

Please place this document on the agenda for the next regularly scheduled board meeting so that it can be sunshined for public input prior to negotiations commencing.

We look forward to another mutually successful negotiations utilizing the CFIER interest based process.

If you have any questions, please feel free to contact me at ext. 243.

Sincerely,

Margaret Bohlka
CSEA President

Enclosure

cc: Barbara Hartmann, CSEA Labor Relations Representative
CSEA Negotiating Team



**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
BONITA CHAPTER #21**

**INITIAL PROPOSAL
FOR THE REOPENING OF
THE CLASSIFIED EMPLOYEE CONTRACT**

September 18, 2000

The California School Employees Association Bonita Chapter #21 has an interest in clarifying and/or enhancing the following using the interest based negotiation process.

Article 10 - Compensation

- 10.1 Salary
- 10.2 Benefits
 - Elimination of mandatory health coverage
- 10.3 Longevity
- 10.12 Frequency
 - Ten month pay period spread over twelve months
- New Summer school employees paid from Bonita Classified Salary Schedule

Article 22 - Layoff

Clarify process and add reduction in hours language

New item for discussion and/or contract article:

Volunteer work

Mutually agreed upon carryover articles from 1999/2000 negotiations:

Article 6 - Notice Of Job Vacancies

Promotional language

Article 8 - Personnel Files

Unit member's right to respond to written material
Two year time period

Article 23 - Transportation

Time card
Clarifying language after first year implementation

CSEA reserves the right to amend, delete or add to the above proposals during the negotiations process.

LETTER OF UNDERSTANDING
BETWEEN
BONITA UNIFIED SCHOOL DISTRICT
AND
BONITA CHAPTER #21 OF THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

JUNE 16, 1998

The Bonita Unified School District (District) and the California School Employees Association Chapter #21 (CSEA) agree on the following points regarding the reorganization of the purchasing department:

1. The District will fill the newly created management position of Purchasing Director as described in Attachment A by November 1, 1998.
2. The vacant classified bargaining unit position of Buyer II will be filled by October 1, 1998.
3. The classified bargaining unit position of Buyer I will remain vacant for the 1998/99 fiscal year.
4. The District and CSEA will meet by April 16, 1999, to evaluate the workload and staffing needs of the Purchasing Department thereby determining if the parties' interests continue to be met. Both parties agree to use the interest based method during this process.

Any disputes regarding the interpretation and application of this agreement shall be resolved through Article 9, Grievance Procedures, contained in the current collective bargaining agreement.

Margaret Bohelka
For CSEA Bonita Chapter #21

7-1-98
Date

Lennie L. McConell
For Bonita Unified School District

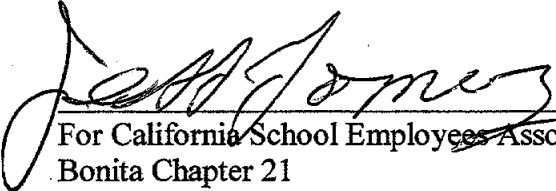
6.30.98
Date

SIDE LETTER OF AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

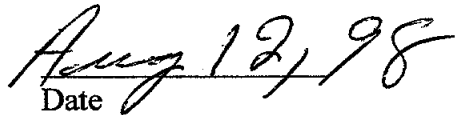
July 23, 1998

California School Employees Association (CSEA) and the Bonita Unified School District (District) agree to the following for the 1998/99 school year:

1. CSEA and the District shall review, on a case-by-case basis, the need for extra hours to be assigned to existing bargaining unit employees, in a position to which they are not regularly assigned, in increments of less than four hours, as defined by Article 4.2, Hours, of the current collective bargaining agreement.
2. Any agreement reached regarding extra hours, as defined by point one (1) above, will be reduced to writing and signed by both parties.
3. The purpose of this letter is to provide an opportunity to study the issue of extra hours in an additional classification for the purpose of addressing the issue in negotiations for 1999/2000.



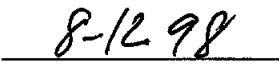
For California School Employees Association
Bonita Chapter 21



Date



For Bonita Unified School District



Date

CSEA

California School Employees Association
Bonita Unified School District, Chapter 21
115 W. Allen Ave., San Dimas CA 91773
Jess Gomez
President

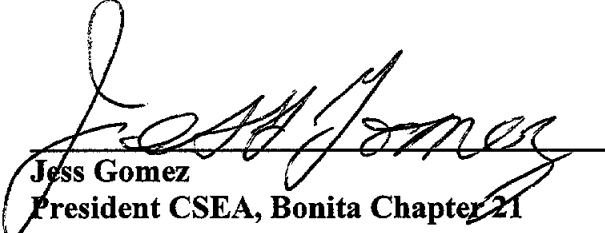
To: Lonnie McConnell

From: Jess Gomez

Date: August 31, 1998

Subject: School Age Care Accounts/Resources Technician

The CSEA executive board met on August 24, 1998 and discussed the new position in the School Age Care Department. We reviewed the job description and job title and have agreed to the above title: School Age Care Accounts/Resource Technician.


Jess Gomez
President CSEA, Bonita Chapter 21

LETTER OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

May 20, 1999

The California School Employees Association Chapter 21 (CSEA) and the Bonita Unified School District (District), agree on the following extension of the June 16, 1998, Letter of Understanding regarding the reorganization of the Purchasing Department:

1. CSEA will extend the above referenced Letter of Understanding as follows:
 - a. The District and CSEA will meet by September 28, 1999, to evaluate the workload and staffing needs of the Purchasing and Accounting departments thereby determining if the parties' interests continue to be met. Both parties agree to use the interest-based method during this process.
 - b. The classified bargaining unit position of Buyer I may remain vacant until November 10, 1999.

Any disputes regarding the interpretation and application of this agreement shall be resolved through Article 9, Grievance Procedures, contained in the current collective bargaining agreement.

Margaret Bohlka
For California School Employees Association
Bonita Chapter 21

5-20-99
Date

W. J. B.
For Bonita Unified School District

5-20-99
Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association CSEA, Bonita Chapter 21 and the Bonita Unified School District agree that Article 20 of the successor agreement shall include the following:

The successor agreement commencing negotiations on November 30, 1999 shall be in force and effect from July 1, 1999 to June 30, 2001 except as modified in negotiations as noted below.

There will be reopeners for 2000 – 2001 on salary, Article 10.1 and benefits, Article 10.2 plus two (2) current or new articles selected by the Association and two (2) current or new articles selected by the District.

Margaret Bohls
For California School Employees Association
Bonita Chapter 21

10-20-99
Date

W. A. B.
For Bonita Unified School District

10-20-99
Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association CSEA, Bonita Chapter 21 and the Bonita Unified School District agree to the following:

Effective July 1, 1999 a 3.6% increase shall be applied to the classified employee salary schedule.

The remainder of Article 10, Compensation, shall remain open for discussion in the Successor Agreement negotiations commencing November 30, 1999.

The committee designated in Article 10.1 of the previous agreement will be reconvened for the purpose of conducting a salary comparison study with surrounding districts. The committee will report its findings to the CSEA and District negotiating teams by January 10, 2000.

Any monies provided for salary range adjustments will be separate from the monies provided for the 3.6% salary schedule increase.

This agreement is subject to ratification by the CSEA Chapter 21 membership and the Bonita Unified School District Board of Education.

Margaret Bonilca
For California School Employees Association
Bonita Chapter 21

10-20-99
Date

Wm J. R.
For Bonita Unified School District

10-20-99
Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association Chapter 21 (CSEA) and the Bonita Unified School District (District), agree on the following:

1. This memorandum of understanding shall be in effect from July 1, 2000 through June 30, 2001 only, and shall not be precedent setting.
2. The workweek for bargaining unit employees may consist of four (4) or five (5) consecutive work days (five (5) days/forty (40) hours, four (4) days/forty (40) hours, nine (9) days/eighty (80) hours), Monday through Saturday, with the agreement of CSEA, the District and the affected unit member or applicant.
3. Bargaining unit members employed as of June 30, 2000 may agree to an alternative schedule as outlined in point two and may opt out of that schedule with a thirty (30) day notice to the Human Resource Development Department within four (4) months of beginning the alternative schedule.
4. For the purposes of this memorandum of understanding a workday is defined as a day on which the employee is scheduled for work.

Any disputes regarding the interpretation and application of this agreement shall be resolved through Article 9, Grievance Procedures, contained in the current collective bargaining agreement and for **that purpose** the definition of workday in Article 9.8.5 shall apply.

Margaret Bohelka
For California School Employees Association
Bonita Chapter 21

1-6-2000
Date

Lynn L. McCall
For Bonita Unified School District

1-6-2000
Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

California School Employees Association Bonita Chapter 21 and Bonita Unified School District agree that School Age Care Site Supervisors shall be placed in range 26A at their current step effective January 1, 2000.

Margaret Boultka
For California School Employees Association
Bonita Chapter 21

3-15-00
Date

W. J. B.
For Bonita Unified School District

3-15-00
Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association Chapter 21 (CSEA) and the Bonita Unified School District (District), agree on the following changes to the Educational Services Division:

1. One eight (8) hour Secretary II, eleven (11) month position shall be added to the Pupil Services Department.
2. One eight (8) hour Clerk II, eleven (11) month position shall be reduced to four (4) hours, eleven (11) months and assigned to the Special Education Department.

Margaret Bohka

Margaret Bohka, President, Bonita Chapter 21
California School Employees Association

4-20-00
Date

William Brinegar

William Brinegar, Ed.D., Director HRD
Bonita Unified School District

4-20-00
Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association Chapter 21 (CSEA) and the Bonita Unified School District (District), agree on the following:

1. This memorandum of understanding shall be in effect from July 1, 2000 through June 30, 2001 only, and shall not be precedent setting.
2. For the duration of the effect of this memorandum of understanding the following portion of Article 13.2 of the agreement between CSEA Bonita Chapter #21 and the Bonita Unified School District is waived:

...Except when Christmas Eve falls on a Sunday the proceeding Friday shall be the holiday.

3. For the 2000-2001 the Christmas holiday will be December 26, 2000.
4. All remaining portions of Article 13.2 remain in full effect.

Margaret Bohelka
For California School Employees Association
Bonita Chapter 21

5-10-00
Date

W. J. B.
For Bonita Unified School District

5-10-00
Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association Chapter 21 (CSEA) and the Bonita Unified School District (District), agree on the following:

1. This memorandum of understanding shall be in effect from July 1, 2001 and will expire when all Health Clerk positions in the District are eight hours.
2. Beginning July 1, 2001 all Health Clerk positions in the District shall be either eight hours or, at the current part-time employees election, four hours with the balance of the shift to be filled by a four hour part-time employee.
3. At the time a four (4) hour part-time position opens the remaining four (4) hour health clerk at that site may elect to accept an eight (8) hour position at that site or continue at four (4) hours at that site. If the remaining part-time employee does not elect to accept an eight (8) hour assignment he/she will remain at four (4) hours until another opportunity for an eight (8) hour assignment occurs at which time they may again elect for either a four (4) or eight (8) hour assignment.

Margaret Bohelka
For California School Employees Association
Bonita Chapter 21

3-14-01
Date

Wesley J. B.
For Bonita Unified School District

3-14-01
Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association Chapter 21 (CSEA) and the Bonita Unified School District (District), agree on the following:

1. Beginning July 1, 2001 the following revisions will be made to the Food Service Department staffing:

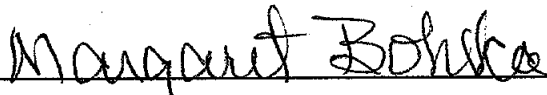
Elimination

Two (2) Cafeteria Workers I – Ekstrand and Roynon

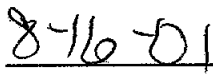
Reduction in Hours

Cook, Baker, Cafeteria Worker III (Central Kitchen) – from 8 hours to 7 hours per day
Cafeteria Worker II (Oak Mesa) – from 2.25 hours to 2 hours per day
Cafeteria Worker II (Bonita High) – from 7 hours to 6.5 hours per day
Kitchen Manager (Bonita High) – from 7 hours to 6.5 hours per day
Stockperson/Warehouse – from 11 months to 10 months
Production Supervisor – hourly as needed


2. The above revisions will be revisited one year from the date of this agreement.



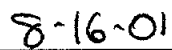
For the California School Employees Association
Bonita Chapter 21



Date



For the Bonita Unified School District



Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association Chapter 21 (CSEA) and the Bonita Unified School District (District), agree on the following:

1. Beginning July 1, 2001 all Health Clerk positions in the District shall be seven (7) hours.
2. One bargaining unit member shall fill each Health Clerk position for a consistent seven-hour shift.
3. This memorandum of understanding supercedes any previous MOU regarding Health Clerk daily hours.

Margaret Bohelka
For the California School Employees Association
Bonita Chapter 21

8-24-01
Date

[Signature]
For the Bonita Unified School District

8-24-01
Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association Chapter 21 (CSEA) and the Bonita Unified School District (District), agree on the following:

1. This memorandum of understanding shall be in effect from July 1, 2000 through June 30, 2001 only, and shall not be precedent setting.
2. During the term of this agreement the Health Clerk positions at Ekstrand, Gladstone and Grace Miller will be less than eight hours and the balance of the available eight-hour shift will be filled by a part time employee.
3. Beginning July 1, 2001 the Health Clerk positions at Ekstrand, Gladstone and Grace Miller shall be eight hours or, at the current employees election, four hours with the balance of the shift to be filled by a four hour part-time employee.

Margaret Boneka
For California School Employees Association
Bonita Chapter 21

10-18-00
Date

W. J. B.
For Bonita Unified School District

10-18-00
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The Association and District agree to the following changes in Article I. All remaining portions of the Article remain in full effect.

ARTICLE 1 - PREAMBLE

- 1.1 This Agreement, entered into pursuant to Chapter 10.7, Sections 3540-3549 of Division 4, Title 1 of the Government Code constitutes a bilateral and binding agreement between the Governing Board of the Bonita Unified District (hereinafter, the "District") and the California School Employees Association's Bonita Chapter//21, an employee organization, (hereinafter the "Association").
- 1.2 The District hereby confirms its recognition of the Association, as the exclusive representative for that unit of classified employees recognized by the Bonita Unified School District per a Resolution adopted by the Board of Education on May 10, 1976. The below listed members of the bargaining unit shall be referred to as "members", and shall consist of the following positions:

Clerical, Fiscal and Instructional

~~Secretary Pupil Services~~
~~Secretary High School Principal~~
~~Secretary Continuation High School Principal~~
~~Secretary Middle School Principal~~
~~Secretary Elementary Principal~~
~~Secretary High School Assistant Principal~~
~~Secretary High School Counselor~~
Secretary IV
Secretary III
Secretary II
Secretary I
Personnel Clerk/Receptionist
Receptionist District Office
Receptionist - High School
Accounting Technician
Senior Clerk - Payroll/Accounting
~~Account Clerk/Clerk - Payroll~~
Clerk - Intermediate Account
Account Clerk
Clerk - Accounts Payable
~~Buyer I~~
~~Buyer II~~
Buyer II
Buyer I

High School Registrar

Clerk - High School Finance
Clerk - Middle School Finance
Clerk - Health
Clerk - High School Attendance
Clerk - Middle School Attendance
Clerk - Reprographics
Clerk Typist III
Clerk Typist II

Health/Instructional Aide

Attendance Caller
Substitute Caller

High School Media Center Assistant

Middle School Media Center Assistant

Elementary Media Center Assistant

~~Elementary Media Center Assistant~~

~~High School Media Center Assistant~~

~~Middle School Media Center Assistant~~

Liaison

Tutor

Bilingual **Classroom** Instructional Aide

Classroom Instructional Aide

Primary Language Assistant

Special Education Instructional Aide

Community Aide

Career Center Specialist

Multi-media Resource Technician

School-age Care Site Supervisor

School-age Care Accounts/Resources Technician

Extended Day Child Care Assistant

~~Extended Day Child Care Coordinator~~

~~Student/Campus Supervisor II~~

~~Student/Campus Supervisor I~~

~~Supervising Proctor~~

P.E./Program Aide

Special Program Tech

Maintenance and Operations

Lead Maintenance

Maintenance – Security Services Technician

Maintenance - Electrician

Maintenance - Heat/Air Conditioning

Maintenance - Plumber

Maintenance - Carpenter

~~Maintenance – Locksmith~~

Maintenance - Painter

Maintenance - Welder

Maintenance - Mechanic Lead

Maintenance - Mechanic

Maintenance - General

Helper - Maintenance
Helper - Painter
Manager - Warehouse
Stockperson/Warehouse Deliveryperson
Utility Person
Head Custodian - High School
Head Custodian - Middle School
Head Custodian - Elementary
Custodian - Lead
Custodian - Lead Night
Custodian - Night
Custodian - Day
Locker Room Attendant
Groundsman III
Groundsman II
Groundsman I
Student/Campus Supervisor II
Student/Campus Supervisor I
Supervising Proctor

Transportation

Transportation Coordinator

Lead Mechanic
Mechanic III
Mechanic II
Mechanic I
Bus Driver - Instructor/Dispatcher
Bus Driver/Trainer
Bus Driver
Relief Bus Driver
Bus Driver - Type II
Special Education Driver

Food Services

Food Service Office Supervisor
Food Service Accounts Clerk
Food Production Supervisor
Manager - High School Kitchen
Helper - Food Service
Cook
Baker
~~Cafeteria Baker~~
Cafeteria Worker III
Cafeteria Worker II
Cafeteria Worker I

Excluded from the bargaining unit shall be the following classifications:

Administrative Assistant to Superintendent
Assistant Director Maintenance, Operations & Facilities
Business Manager
Computer Information Services Resource Specialist
Director - Maintenance, Operations & Facilities
Director - Food Service
Information Technology Specialist
Manager - Data Processing
Personnel Technician - Classified
Personnel Technician - Credentials
Secretary - Assistant Superintendent
Purchasing Director
Supervisor - Accounting
Supervisor - Payroll
Supervisor - Transportation
Computer Information Services Technician
School-age Care Coordinator

Margaret Bonika

For California School Employees Association
Bonita Chapter 21

W. J. R.
For Bonita Unified School District

6-28-00

Date

6-28-00

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 2- ASSOCIATION RIGHTS

- 2.1 The Association shall have the right of access at reasonable times to areas in which employees in the bargaining unit work, the right to use the District's bulletin boards, mailboxes, and other means of communications, and the right to use the District's facilities for the purpose of holding meetings with the members of the bargaining unit.
- 2.2 The District authorizes the Association to use the District's facilities and buildings at times other than normal working hours as long as the Association submits the appropriate Civic Center Act form to the Assistant Superintendent of Business Services for approval. In emergencies the District may authorize the Association to use the District's facilities and buildings during normal working hours as long as the Association declares in writing that the use of such facilities and buildings constitute an emergency and as long as the use of such buildings and facilities does not interfere with the instructional program.
- 2.3 The immediate supervisor of the facility or building shall grant the Association use of District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of said equipment does not interfere with the normal student instructional program. The Association shall pay for the cost of all materials and supplies incident to each use.
- 2.4 A reasonable number of representatives of the Association shall have the right to receive periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances.
- 2.5 The Association shall have the right to designate one (1) **Job Steward Representative** per work shift at each of the District's work locations who will receive released time for the processing of grievances of bargaining unit employees.

The Association shall have the right to designate five (5) members of its Negotiating Committee who shall receive released time ~~for the purpose of to prepare for and attend negotiating sessions meeting and negotiating with the~~ District.

The Association shall have the right to designate two (2) members of its Negotiating Committee as alternates who shall receive released time to prepare for and attend negotiation sessions when one or more members of the Association negotiation team are absent.

The number of representatives who may be released by the District to prepare for and attend negotiation sessions may be increased by mutual agreement between the District and the Association.

- 2.6 The Association shall receive from the District, addressed to the Association President, a notice of employees in the bargaining unit by name, job classification and department who are hired, rehired, reinstated, transferred in the bargaining unit, transferred out of the bargaining unit, transferred departmentally, promoted, reclassified, demoted, changed in shift, granted approved leaves of absence, terminated, laid off and recalled from a layoff. Such notices shall be furnished as soon as it is known any of the above events will transpire.
- 2.7 The Association shall receive from the District, addressed to the Association President an annual seniority list, in duplicate, covering all employees in the bargaining unit, which list shall include the following information: name, classification, assigned work site and department, rate of pay. The list shall be grouped by seniority dates within class. The District will provide a copy of a length of service roster (showing hours in paid status as of June 30) to the Association no later than August 15 of each year of this Agreement.
- 2.8 Upon initial employment and the member's change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.
- 2.9 The Association shall have the right to represent its members in employment relations with the District, except that once the Association is recognized or certified as the exclusive representative of an appropriate unit pursuant to Section 3544.1 or 3544.7 of the Rodda Act, respectively, only that Association may represent that unit in its employment relations with the District. The Association may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership.
- 2.10 The Association shall have the right to have membership dues deducted pursuant to Sections 45060 and 45168 of the Education Code, until such time as another Association is recognized as the exclusive representative for any of the employees in an appropriate unit, and then such deduction as to any employee in the bargaining unit shall not be permissible except to the exclusive representative.
- 2.11 Neither the District nor the Association shall discriminate against any member of the bargaining unit on the basis of race, color, creed, age as required by law, sex, national origin, marital status, physical handicap as provided by law, membership or non-membership in an employee organization or lawful participation in the activities of an employee organization.
- 2.12 In order to facilitate communications between the parties, and in order to provide the Association with information as required to meet the District's good faith obligation regarding meeting and negotiating, the Association shall appoint two unit members to meet with the Superintendent or designee and one other management official regarding matters pertaining to the annual District budget. These meetings will be held periodically as budget and financial information becomes available.
- 2.13 The Association shall have an allocation of no more than fifteen (15) days of leave

with pay and benefits for each school year for the following purposes:

- A. Local, state and national conferences and/or workshops.
- B. Attendance at the annual CSEA conference, the sole purpose of which is the improvement of classified employment.

The Association agrees to give written notice to the Superintendent or designee fifteen (15) days prior to the use of anticipated leave. The District shall provide ten (10) days notice to the Association prior to the commencement of said leave. If the District does not respond to the Association on a timely basis, it will be regarded as granted.

- 2.14 The President or designee shall have an additional five (5) days of leave with pay and benefits for each school year. The same provisions outlined in 2.13 shall apply to these leave days.

Margaret Bohelka
For California School Employees Association
Bonita Chapter 21

6-28-00
Date

W. J. R.
For Bonita Unified School District

6-28-00
Date

TENTATIVE AGREEMENT
between the
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
AND ITS BONITA CHAPTER 21
and the
BONTIA UNIFIED SCHOOL DISTRICT

ARTICLE 2 – ASSOCIATION RIGHTS

- 2.1 The Association shall have the right of access at reasonable times to areas in which employees in the bargaining unit work, the right to use the District's bulletin boards, mailboxes, and other means of communications, and the right to use the District's facilities for the purpose of holding meetings with the members of the bargaining unit.
- 2.2 The District authorizes the Association to use the District's facilities and buildings at times other than normal working hours as long as the Association submits the appropriate Civic Center Act form to the Assistant Superintendent of Business Services for approval. In emergencies the District may authorize the Association to use the District's facilities and buildings during normal working hours as long as the Association declares in writing that the use of such facilities and buildings constitute an emergency and as long as the use of such buildings and facilities does not interfere with the instructional program.
- 2.3 The immediate supervisor of the facility or building shall grant the Association use of the District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of said equipment does not interfere with the normal student instructional program. The Association shall pay for the cost of all materials and supplies incident to each use.
- 2.4 A reasonable number of representatives of the Association shall have the right to receive periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances.
- 2.5 The Association shall have the right to designate one (1) Job Steward per work shift at each of the District's work locations who will receive release time for the processing grievances of bargaining unit employees.

Job Stewards shall be released from their district duties a reasonable amount of time in order to perform their job stewarding duties. When a Job Steward is requested by the District to provide services, this time shall be exempt from the accumulative amount of time judged to be "reasonable" to fulfill job stewarding duties.

The Association shall have the right to designate five (5) members of its Negotiating Committee who shall receive release time to prepare for and attend negotiating sessions.

The Association shall have the right to designate two (2) members of its Negotiating Committee as alternates who shall receive release time to prepare for and attend negotiation sessions when one or more members of the Association negotiation team are absent.

The number of representatives who may be released by the District to prepare for and attend negotiation sessions may be increased by mutual agreement between the District and the Association.

- 2.6 The Association shall receive from the District, addressed to the Association President, a notice of employees in the bargaining unit by name, job classification and department who are hired, rehired, reinstated, transferred in the bargaining unit, reclassified, demoted, changed in shift, granted approved leaves of absence, terminated, laid off and recalled from a layoff. Such notices shall be furnished as soon as it is known any of the above events transpire.
- 2.7 The Association shall receive from the District, addressed to the Association President, an annual seniority list, in duplicate, covering all employees in the bargaining unit, which list shall include the following information: name, classification, assigned work site and department, rate of pay. The list shall be grouped by seniority dates within class. The District will provide a copy of a length of service roster (showing hours in paid status as of June 30) to the Association no later than August 15 of each year of this Agreement.
- 2.8 Upon initial employment or a member's change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.
- 2.9 The Association shall have the right to represent its members in employment relations with the District, except that once the Association is recognized or certified as the exclusive representative of an appropriate unit pursuant to Section 3544.1 or 3544.7 of the Rodda Act, respectively, only that Association may represent that unit in its employment relations with the District. The Association may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership.
- 2.10 The Association shall have the right to have membership dues deducted pursuant to Sections 45060 and 45168 of the Education Code, until such time as another Association is recognized as the exclusive representative for any of the employees in an appropriate unit, and then such deduction as to any employee in the bargaining unit shall not be permissible except to the exclusive representative.
- 2.11 Neither the District nor the Association shall discriminate against any member of the bargaining unit on the basis of race, color, creed, age as required by law, sex, national origin, marital status, physical handicap as provided by law, membership

or non-membership in an employee organization or lawful participation in the activities of an employee organization.

- 2.12 To facilitate communications between the parties and to provide the Association with information as required to meet the District's good faith obligation regarding meeting and negotiating, the Association shall appoint two unit members to meet with the Superintendent or designee and one other management official regarding matters pertaining to the annual District budget. These meetings will be held periodically as budget and financial information becomes available.
- 2.13 The Association shall have an allocation of no more than ~~fifteen (15)~~ **twenty (20)** days of leave with pay and benefits for each school year for the following purposes:
- A. Local, state and national conferences and/or workshops.
 - B. Attendance at the annual CSEA conference, the sole purpose of which is the improvement of classified employment.

The Association agrees to give written notice to the Superintendent or designee fifteen (15) days prior to the use of anticipated leave. The District shall provide ten (10) days notice to the Association prior to the commencement of said leave. If the District does not respond to the Association on a timely basis, it will be regarded as granted.

- 2.14 The President or designee shall have an additional five (5) days of leave with pay and benefits for each school year. The same provisions outlined in 2.13 shall apply to these leave days.

Don C. Roberts
For California School Employees Association
Bonita Chapter 21

031902
Date

Willie B.
For Bonita Unified School District

3-19-02
Date

5/6/2003
1:17 PM

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 4 – HOURS

4.1.1 The District may offer a 4/10 schedule in the summer as follows:

- a) **Summer schedule shall be the last full week in June through the second full week in August.**
- b) **Time options are;
6:30 a.m. – 5:00 p.m. or 7:00 a.m. – 5:30 p.m., dependent upon supervisor's approval.**
- c) **The week of July 4th shall be a regular workweek.**
- d) **Vacation days will be deducted as 10 hours for those on a 4-day/10 hour work schedule.**
- e) **Illness days will be deducted as 10 hours for those on a 4-day/10 hour work schedule.**

4.1.1.1 Part-time employees are eligible for a 4 day schedule by pro-rating the time.

4.1.1.2 The department, site, Superintendent or designee may offer a modified 4/10 work schedule and work hours.

4.1.1.3 Sites and departments shall determine by the end of May if a 4/10 summer schedule will be offered. The summer schedule will be communicated to all appropriate bargaining unit members by June 1st.

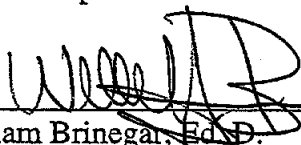
4.1.1.4 If a bargaining unit member has good cause to not work a 4/10 work schedule, then the District and the Association shall meet and develop a resolution.



Don Roberts, President
CSEA Chapter 21

050603

Date



William Brinegar, Ed.D.
Assistant Superintendent HRD
Bonita Unified School District

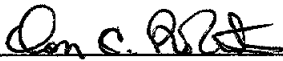
5-6-03

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

4.9 Overtime


4.16 Any employee in the bargaining unit shall have the right to reject any offer or request for overtime or unscheduled work. Overtime assignments shall be rotated by descending order of seniority in the appropriate classification assigned to the department or work site starting at the beginning of each fiscal year. If all employees in the appropriate classification assigned to the department or work site refuse the assignment, the overtime shall be offered to those remaining members in the job classification district wide on a descending seniority basis. Should all remaining unit members in the job classification refuse the assignment, the District may offer the overtime to any available unit member beginning with unit members in the same job family (as listed in Article I – Preamble), **and then to any bargaining unit member who possesses the necessary skills for the tasks to be done. The Superintendent's management designee has the right to evaluate a bargaining unit member's skill level. The Association shall have the right to consult with the management designee about the decision regarding the bargaining unit member's skill level. Lists for overtime assignments will be created and maintained as needed by the management designee for sites or departments that have repetitive overtime assignments each year and/or single assignment that requires a high number of bargaining unit members.**



Don Roberts, President
CSEA Chapter 21

040903

Date



William Brinegar, Ed. D.
Assistant Superintendent HRD
Bonita Unified School District

4-9-03

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 4 - HOURS

- 4.1 The workweek for full-time employees in the bargaining unit shall consist of forty (40) hours, five (5) consecutive days. The District retains the right to extend the regular workweek for employees in the bargaining unit on an overtime basis when deemed necessary to carry out the business of the District or in the event of an emergency.
- 4.2 The workday for full-time employees in the bargaining unit shall consist of eight (8) hours per day. Those positions which require less than eight (8) hours, are included in the bargaining unit and are considered regular part-time employees. Cafeteria Workers, Classroom Instructional Aides and P.E./Program Aides and Extended Day Care Assistants may have a workday of less than four hours. Other than bus drivers who receive a shift differential as per Section 4.9 of this Article, the work hours shall be consecutive. When the needs of the District require additional hours for those working less than three hours per day, the employees in the assignments where additional time is needed will be given the opportunity for the additional hours.
- 4.2.1 As of July 1, 1995 the District shall maintain six (6) Instructional Aide positions at four hours or greater. Upon the incumbents vacating the above mentioned positions, the district reserves the right to continue, increase or reduce the hours of these positions.
- 4.2.2 The District will utilize no more than eight (8) Student Campus Supervisor I positions district-wide at less than four (4) hours per day.
- 4.3 Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of the employee's regular part-time assignment for a period of twenty (20) consecutive working days shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 4.4 An employee employed as a substitute for more than 195 working days or 75% of the year shall be deemed a regular employee on the first working day following the completion of the 195th day of service. Such employee shall be immediately subject to the organizational security provisions in this Agreement.
- 4.5 When additional hours are assigned to a part-time position on a regular basis, the District shall attempt to offer the assignment to the employee in the bargaining unit, in the appropriate class with the greatest class seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending

order of class seniority until the assignment is made.

- 4.6 An employee in the bargaining unit required to work out of his/her regular classification shall, for the entire period said employee is required to work out of employee's classification, be moved to the range of the person the employee is replacing and be moved horizontally until an increase of at least 5% has been reached or until the member reaches the top step of the classification.
- 4.7 All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length for such lunch period shall be not less than thirty (30) minutes. An employee required to work during said lunch period shall receive pay at the overtime rate for all time worked during the normal lunch period.
- 4.8 All employees in the bargaining unit shall be granted rest periods of fifteen (15) minutes at or near the midpoint of each four (4) hours of duty. Said rest period shall be uninterrupted, except in the case of emergency and said employees shall receive no loss in salary or other benefits in receiving these rest periods.

4.9 **Overtime**

~~Except in emergency, a~~ All overtime shall ~~must~~ have the prior approval by the ~~Assistant Superintendent - Business Services.~~ **of the Superintendent's management designee except when assigned work extends beyond the regular shift and completion cannot be reasonably delayed in which case employee discretion may be used unless otherwise directed by district management.** Members of the bargaining unit who are required to work overtime in addition to the regular eight (8) hour workday or forty (40) hour workweek shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for each hour of work accomplished in excess of the eight (8) hour workday or forty (40) hour workweek. The one and one-half time compensation shall be in addition to the regular compensation rate when applied to work performed on a holiday.

When a member is paid overtime for all hours worked on a given day, all time worked in excess of eight (8) hours for the day shall be compensated at two (2) times the regular rate of pay. A member who works on the 7th consecutive day of his/her regular workweek shall be compensated at two times the regular rate of pay for all hours worked on that day.

- 4.10 All employees in the bargaining unit whose assigned shift contains one or more periods of unpaid time with a total that exceeds one half hour shall be paid at the next highest salary range for all hours worked (Example: Range 20 would be Range 21).
- 4.11 Any employee in the bargaining unit whose regularly assigned shift commences between 2:00 p.m. and 6:00 a.m. shall be paid a shift differential premium of 2.5% above the regular rate of pay for all hours worked.

4. 12 An employee in the bargaining unit who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, when assigned temporarily, for 20 working days or less, to a shift not entitled to such compensation.
4. 13 An employee in the bargaining unit called to work on a day when said employee is not scheduled to work, or called back to work after the completion of the employee's regular assignment shall receive a minimum of two (2) hours pay at the appropriate overtime rate provided for in this Agreement.
- 4.14 In the event an employee in the bargaining unit elects to take compensatory time off in lieu of being paid salary for overtime worked, said employee may accumulate up to 240 hours of compensatory time off at the overtime rate.
4. 15 For the purpose of computing the number of hours worked, all time during which an employee in the bargaining unit is in paid status shall be construed as hours worked.
- 4.16. Any employee in the bargaining unit shall have the right to reject any offer or request for overtime or unscheduled work. **Overtime assignments shall be rotated by descending order of seniority in the appropriate classification assigned to the department or work site starting at the beginning of each fiscal year.** ~~The District will offer the unit member with the most seniority in the same classification, assigned to the department or work site and who possesses the necessary skills for the tasks to be done, the opportunity for overtime. If all employees in the appropriate classification assigned to the department or work site refuse the assignment, if additional the over time assignments become available they will shall be offered to those remaining members in the job classification district wide on a descending seniority basis, when feasible, and distributed as equally as possible. Should all remaining unit members in the job classification refuse the assignment, the District may offer the over time to any available unit member beginning with unit members in the same job family as listed in Article I (Preamble).~~
- 4.16.1 **When an overtime assignment involves duty on more than one day, all bargaining unit members in the appropriate classification shall be given the opportunity to volunteer for the assignment. All bargaining unit members who volunteer shall have their names placed on a list in order of seniority.**
- 4.16.2 **The assigning manager, supervisor or administrator shall convene a meeting of all bargaining unit members who have volunteered for the assignment.**
- 4.16.3 **At the assignment meeting the assigning manager, supervisor or administrator shall provide all of the volunteering employees with a calendar showing all of the days and times involved in the assignment.**
- 4.16.4 **Beginning with the first bargaining unit member on the seniority list and proceeding in order each bargaining unit member shall select one day's**

assignment. When the end of the list is reached selection shall resume with the first bargaining unit member on the list and proceed in the same manner until all of the available assignments have been taken.

4.16.5 If a Bargaining Unit Member cannot serve an accepted overtime assignment it shall be offered to the remaining volunteer bargaining unit members beginning with the first listed on the seniority list and proceeding down the list in order until the assignment is accepted. If none of the original pool of volunteer employees accepts the assignment it shall be made available to other bargaining unit members under the provisions of Article 4.16 above.

4.16.6. Overtime assignments for bargaining unit members in the classifications of Bus Driver, Relief Bus Driver, Bus Driver – Type II, and Special Education Driver shall be assigned under the procedures in Article 23.

4.17 The District agrees that for the term of this Agreement, it shall not contract out work which would result in the employees in the bargaining unit being laid off or reduced in regular time assignment.

4.18 Maintenance On Call

4.18.1. Bargaining unit members in the following classifications who live within fifteen- (15) minute's response time of the District maintenance yard may volunteer for maintenance department weekend on call duty.

4.18.1.1. Classifications: Lead Maintenance, Maintenance Electrician, Maintenance - Heat/Air Conditioning, Maintenance-Plumber, Maintenance-Carpenter, Maintenance-Painter, Maintenance-Mechanic Lead, Maintenance-Security Services Technician, Maintenance-Welder, Maintenance-General, Maintenance Mechanic.

4.18.2. If no bargaining unit member in the designated classifications lives within fifteen (15) minutes response time to the District maintenance yard, the on call duty shall be offered to those bargaining unit members in the designated classifications who live the closest to the District Maintenance yard.

4.18.3. When on call duty is assigned, the period of on call duty shall be from the end of the bargaining unit member's shift on the day prior to the first full day of the assignment to the beginning of the bargaining unit member's shift on the day following the last full day of the assignment.

4.18.4. For each on-call assignment Bargaining Unit Members shall receive two hours of overtime pay and an additional two hours of overtime pay for each full calendar day they complete on call duty.

4.18.4.1. Compensation for maintenance on call duty shall be at the overtime rates of pay as set forth in Article 4.9.

4.18.4.2. Bargaining unit members who are called in while assigned on call duty shall receive a minimum of an additional two (2) hours pay at the appropriate overtime rate for each time they are called in. Each on-call response shall be considered concluded when the bargaining unit member leaves the maintenance yard at the end of the call.

4.18.5. Maintenance on call assignment procedure.

4.18.5.1. All bargaining unit members who have volunteered and are qualified for maintenance on call duty shall have their names placed on a list in order of seniority.

4.18.5.2. The director of maintenance and operations shall convene a meeting prior to June 30 each year to schedule the on call duty for the following year from July 1 to June 30.

4.18.5.3. At the assignment meeting the Director of Maintenance, Operations/Facilities shall provide all of the qualified voluntary employees with a calendar showing all of the available on call assignments for the following year.

4.18.5.4. Beginning with the first bargaining unit member on the seniority list and proceeding in order each bargaining unit member shall select one on call assignment. When the end of the list is reached selection shall resume with the first bargaining unit member on the list and proceed in the same manner until all of the available assignments have been taken.

4.18.5.5. If a Bargaining Unit Member cannot serve an accepted on-call assignment they may trade assignments with another Bargaining Unit Member in an eligible classification. If a Bargaining Unit Member cannot trade assignments and turns back an assigned on call duty it shall be offered to the remaining qualified volunteer bargaining unit members beginning with the first listed on the seniority list and proceeding down the list in order until the duty is accepted. Employees who trade assignments shall inform the Director, Maintenance, Operations/Facilities of the change in assignments.

4.18.6. If the Director, Maintenance, Operations/Facilities or his/her designee receives a call directly, he/she may assign work as best meets the needs of the District. If the Director or designee does not assign the call to the assigned on-call Bargaining Unit Member he/she shall take immediate steps to inform the on-call Bargaining Unit Member of that decision.

Margaret Bohlka

Margaret Bohlka, President, Chapter 21

7-6-00

Date

William Brinegar

William Brinegar, Ed.D., Director HRD
Bonita Unified School District

7-6-00

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association CSEA, Chapter 21 and the Bonita Unified School District agree to the following:

- 4.6 An employee in the bargaining unit required to work out of his/her regular classification for a full shift ~~for any three (3) days in any fifteen (15) day period~~ shall, for the entire period said employee is required to work out of employee's classification, be moved to the range of the person the employee is replacing and be moved horizontally until an increase of at least 5% has been reached or until the member reaches the top step of the classification

Margaret Bohels
For California School Employees Association
Bonita Chapter 21

2-2-2000
Date

W. R. S.
For Bonita Unified School District

2-2-2000
Date

5/6/2003
1:17 PM

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 4 – HOURS

4.1.1 The District may offer a 4/10 schedule in the summer as follows:


- a) **Summer schedule shall be the last full week in June through the second full week in August.**
- b) **Time options are;
6:30 a.m. – 5:00 p.m. or 7:00 a.m. – 5:30 p.m., dependent upon supervisor's approval.**
- c) **The week of July 4th shall be a regular workweek.**
- d) **Vacation days will be deducted as 10 hours for those on a 4-day/10 hour work schedule.**
- e) **Illness days will be deducted as 10 hours for those on a 4-day/10 hour work schedule.**

4.1.1.1 Part-time employees are eligible for a 4 day schedule by pro-rating the time.

4.1.1.2 The department, site, Superintendent or designee may offer a modified 4/10 work schedule and work hours.

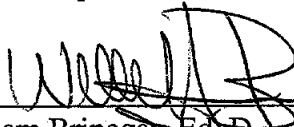
4.1.1.3 Sites and departments shall determine by the end of May if a 4/10 summer schedule will be offered. The summer schedule will be communicated to all appropriate bargaining unit members by June 1st.

4.1.1.4 If a bargaining unit member has good cause to not work a 4/10 work schedule, then the District and the Association shall meet and develop a resolution.



Don Roberts, President
CSEA Chapter 21

050603
Date



William Brinegar, Ed.D.
Assistant Superintendent HRD
Bonita Unified School District

5-6-03
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

4. Hours

4.18. Maintenance On Call

- 4.18.1. Bargaining unit members in the following classifications who live within fifteen- (15) minute's response time of the District maintenance yard may volunteer for maintenance department weekend on call duty.
 - 4.18.1.1. Classifications: Lead Maintenance, Maintenance Electrician, Maintenance - Heat/Air Conditioning, Maintenance-Plumber, Maintenance-Carpenter, Maintenance-Painter, Maintenance-Mechanic Lead, Maintenance-Security Services Technician, Maintenance-Welder, Maintenance-General, Maintenance Mechanic.
- 4.18.2. If no bargaining unit member in the designated classifications lives within fifteen (15) minutes response time to the District maintenance yard, the on call duty shall be offered to those bargaining unit members in the designated classifications who live the closest to the District Maintenance yard.
- 4.18.3. When on call duty is assigned, the period of on call duty shall be from the end of the bargaining unit member's shift on the day prior to the first full day of the assignment to the beginning of the bargaining unit member's shift on the day following the last full day of the assignment.
- 4.18.4. For each on-call assignment Bargaining Unit Members shall receive two hours of overtime pay and an additional two hours of overtime pay for each full calendar day they complete on call duty.
 - 4.18.4.1. Compensation for maintenance on call duty shall be at the overtime rates of pay as set forth in Article 4.9.
 - 4.18.4.2. Bargaining unit members who are called in while assigned on call duty shall receive a minimum of an additional two (2) hours pay at the appropriate overtime rate for each time they are called in. Each on-call response shall be considered concluded when the bargaining unit member leaves the maintenance yard at the end of the call.
- 4.18.5. Maintenance on call assignment procedure
 - 4.18.5.1. All bargaining unit members who have volunteered and are qualified for maintenance on call duty shall have their names placed on a list in order of seniority.
 - 4.18.5.2. The director of maintenance and operations shall convene a meeting prior to June 30 each year to schedule the on call duty for the following year from July 1 to June 30.
 - 4.18.5.3. At the assignment meeting the Director of Maintenance, Operations/Facilities shall provide all of the qualified voluntary employees with a calendar showing all of the available on call assignments for the following year.

4.18.5.4. Beginning with the first bargaining unit member on the seniority list and proceeding in order each bargaining unit member shall select one on call assignment. When the end of the list is reached selection shall resume with the first bargaining unit member on the list and proceed in the same manner until all of the available assignments have been taken.

4.18.5.5. If a Bargaining Unit Member cannot serve an accepted on-call assignment they may trade assignments with another Bargaining Unit Member in an eligible classification. If a Bargaining Unit Member cannot trade assignments and turns back an assigned on call duty it shall be offered to the remaining qualified volunteer bargaining unit members beginning with the first listed on the seniority list and proceeding down the list in order until the duty is accepted. Employees who trade assignments shall inform the Director, Maintenance, Operations/Facilities of the change in assignments.

4.18.6. If the Director, Maintenance, Operations/Facilities or his/her designee receives a call directly, he/she may assign work as best meets the needs of the District. If the Director or designee does not assign the call to the assigned on-call Bargaining Unit Member he/she shall take immediate steps to inform the on-call Bargaining Unit Member of that decision.

Don C. Rosta
For California School Employees Association
Bonita Chapter 21

W. J. R.
For Bonita Unified School District

0301 2000
Date

3-1-00
Date

TENTATIVE AGREEMENT
between the
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
AND ITS BONITA CHAPTER 21
and the
BONITA UNIFIED SCHOOL DISTRICT

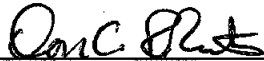
Delete from Article 7.10 Other Leave Without Pay the first bullet which reads:

- Leave to serve in the Armed Forces in fulfillment of obligations incurred under Federal and State law.

Renumber existing 7.14 Exhaustion of Leaves to 7.15

Insert as 7.14

The District shall grant leaves of absence to bargaining unit members for military service as provided by state and federal law. Bargaining unit members on authorized military leave shall be afforded compensation, benefits and re-employment in accordance with state and federal law.



For California School Employees Association
Bonita Chapter 21

012403

Date



For Bonita Unified School District

1-24-03

Date

TENTATIVE AGREEMENT
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and the
BONITA UNIFIED SCHOOL DISTRICT

May 10, 1999

The California School Employees Association and its Bonita Chapter 21 (CSEA) and the Bonita Unified School District (District) mutually agree to changes to Article 7 – Leaves, as follows:

7.3 Extended Illness and Injury Benefits

When a member of the bargaining unit is absent from his/her duties because of illness or injury for a period of five (5) calendar months or less, whether or not the absence arises out of or in the ^{course} ~~occurs~~ of the employment of the member, the amount deducted from the salary due the member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute to fill the member's position during the member's absence. Entitlement to such leave provisions under this Section, if any, shall be used after entitlement to all regular sick leave, vacation or other available paid leave has been exhausted. ~~This leave shall not be accumulated from year to year; and, when any leave will overlap a fiscal year, the member shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred.~~

New Language:

A supplemental Catastrophic Leave provision shall be added to Article 7 of the current Collective Bargaining Agreement, inserted as Article 7.4, with the appropriate numerical changes to the remainder of the Article.

7.4 Catastrophic Leave

7.4.1 Definitions

1. Catastrophic Illness is defined as any illness or injury that is expected to incapacitate a unit member for a period of twenty (20) or more working days.

7.4.2 Eligibility Standards

All unit members must meet the following eligibility standards:

1. The unit member must have exhausted all fully paid leaves prior to receiving Catastrophic Leave.
2. Catastrophic Leave may only be used for an employee's own catastrophic illness or injury.
3. Catastrophic Leave may not be used for Personal Necessity, Normal Pregnancy, Cosmetic Surgery, or Mental Stress.
4. Any unit member requesting Catastrophic Leave must have a medical doctor's verification of his/her catastrophic illness or injury.
5. A unit member shall be eligible to apply for Catastrophic Leave after his/her one-year anniversary of employment with the District.

7.4.3 Use of Catastrophic Leave

1. Eligible unit members may apply for and receive a maximum of sixty (60) work days, during a twelve (12) month period, contingent upon the number of days donated.
2. Catastrophic Leave shall be exhausted prior to use of differential pay (Article 7.3) and Special Leave (Article 7.9), and shall not in any case exceed 100% of the unit member's salary.
3. Donated sick leave days shall be converted for utilization on an hour for hour basis.
4. Catastrophic Leave recipients shall be paid at their regular rate of pay.

7.4.4 Catastrophic Leave Donation

1. Participating donors shall donate a minimum of one (1) day of accumulated sick leave.
2. Participating donors must have a minimum of ten (10) days of accumulated sick leave after donation.
3. In coordination with Article 7.3, if a substitute is not utilized and the unit member using catastrophic leave is in a fully paid status no days shall be charged to the donating unit members.

7.4.5 Catastrophic Leave Committee

A Catastrophic Leave Committee (CLC) shall be established consisting of two (2) bargaining unit members appointed by the Association and two (2) District representatives appointed by the Superintendent or his/her designee. The CLC shall have the following authority and guidelines:

1. Receive and review all Catastrophic Leave requests submitted by unit members to Human Resources.
2. All members of the CLC shall maintain the confidentiality of unit members requesting Catastrophic Leave and any records presented to the CLC for review.
3. All decisions by the CLC shall be non-discriminatory.
4. By majority vote, make final decisions regarding the granting of Catastrophic Leave based on the eligibility standards in Article 7.4.2.. Failure to achieve a majority vote shall constitute a denial of the request for Catastrophic Leave.
5. All decisions of the CLC shall be final and not subject to appeal or the grievance procedures of the current collective bargaining agreement.

7.4.6 Application of Catastrophic Leave Donations

1. For each approved Catastrophic Leave request the District and Association shall initiate a request to all unit members for donation of sick leave.
2. Donations shall be prioritized for use in the order in which they are received by the Human Resources Department.
3. The District shall initially utilize one day of donated sick leave beginning with the unit member donor whose name appears first on the prioritized list. The District shall then utilize one day of donated sick leave from the unit member donors on the list in descending order and continue with this process until the number of days equals those necessary to complete the number of days requested and used by the recipient.
4. If the initial process of deducting one day from each unit member donor does not meet the number of days necessary to complete the number of days requested, the District shall repeat the process as outlined in 7.4.6.3 until the number of requested days have been allocated or the donated days have been exhausted.
5. If there are more sick days donated than needed to meet the amount necessary to complete the number of days requested, the remaining unused donated sick days shall be retained by the remaining employees who have donated sick leave days.

7.4.7 Forms

Such forms as may be necessary to properly document and administer the provisions of this section shall be as mutually agreed to by the District and the Association, and shall be provided by the District. Such forms shall be included in the collective bargaining agreement as the next available Appendix.

7.12 **Exhaustion of Leaves**

If at the conclusion of all leaves of absence, paid or unpaid, the unit member is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.

At any time, during the prescribed thirty-nine (39) months, the unit member is able to assume the duties of his/her position, the unit member shall be reemployed in the first vacancy in the classification of his or her previous assignment. The unit member's reemployment will take preference over all other applicants except for those laid off for lack of work or funds in which case the unit member shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service shall be disregarded and the unit member shall be fully restored as a permanent employee

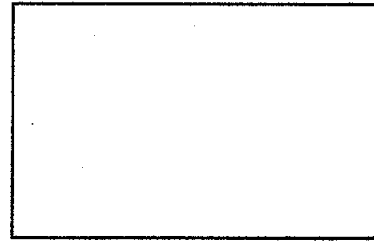
Margaret Bohlka
For California School Employees Association #21
Margaret Bohlka, President

5-10-99
Date

William J. Brinegar
For Bonita Unified School District
William J. Brinegar, Ed.D., Personnel Director

5-10-99
Date

Received



Human Resources Development

**Bonita Unified School District
Classified Employee
Catastrophic Leave Request Form**
(Classified Contract Article 7.4, attached)

Employee Name: _____ Date: _____

Position: _____ Work Location: _____

	✓	Verification (District use only)
I have exhausted all fully paid leaves.		
This leave is for my own catastrophic illness or injury.		
This leave is not being used for Personal Necessity, Normal Pregnancy, Cosmetic Surgery, or Mental Stress.		
I have attached a medical doctor's verification of my catastrophic illness or injury.		
I have been employed by the district for more than one year		

In the space below describe your illness or injury and give the amount of Catastrophic Leave time (maximum of 60 days) you are requesting:

Reason for Catastrophic Leave request: _____

Number of days of Catastrophic Leave requested: _____

Employee's Signature

District Use Only

Committee decision: Approved Denied

Director Human Resources

Date

CSEA Committee Representative

Date

Original - File
cc: Employee, Payroll

**Bonita
Catastrophic**

**Pursuant to the terms of Article
Association Bonita Chapter #21
Catastrophic Leave.**

Name: _____

Position: _____

NOTE

Classified Employee Contract

Article 7.4.4:

Catastrophic Leave Donation

1. Participating donors shall donate a minimum of one (1) day of accumulated sick leave.
2. Participating donors must have a minimum of ten (10) days of accumulated sick leave after donation
3. In coordination with Article 7.3, if a substitute is not utilized and the unit member using catastrophic leave is in a fully paid status no days shall be charged to the donating unit members.

Article 7.4.6:

Application of Catastrophic Leave Donations

1. For each approved Catastrophic Leave request the District and Association shall initiate a request to all unit members for donation of sick leave.
2. Donations shall be prioritized for use in the order in which they are received by the Human Resources Department.
3. The District shall initially utilize one day of donated sick leave beginning with the unit member donor whose name appears first on the prioritized list. The District shall then utilize one day of donated sick leave from the unit member donors on the list in descending order and continue with this process until the number of days equals those necessary to complete the number of days requested and used by the recipient.
4. If the initial process of deducting one day from each unit member donor does not meet the number of days necessary to complete the number of days requested, the District shall repeat the process as outlined in 7.4.6.3 until the number of requested days have been allocated or the donated days have been exhausted.
5. If there are more sick days donated than needed to meet the amount necessary to complete the number of days requested, the remaining unused donated sick days shall be retained by the remaining employees who have donated sick leave days.

Appendix E-2
APPLICATION FOR LEAVES
Classified

Employee Name (print)

Personal Leave 7.10

- I hereby apply for _____ days of personal leave as authorized in section 7.10 in the CSEA agreement. I understand that this leave must be approved in advance by the Superintendent or designee and that it will be without pay. Leave requests that exceed five days must be submitted in sufficient time to present to the board for consideration.

Reason: _____

Special Leave 7.9

- I hereby apply for _____ days of special leave as authorized in section 7.9 in the CSEA agreement. I understand that this leave must be approved in advanced by my supervisor and that I will he paid 50 percent of my daily rate for these days, whether or not a substitute is employed.

Floating Holiday 13.3

- I hereby apply for the use of the one (1) day floating holiday as authorized in section 13.3 of the CSEA agreement. I understand that this request for use of the floating holiday must he submitted to my immediate supervisor for approval no less than five (5) working days prior to the intended use.

Date(s) Requested

Work Location

Signature of Employee

Date of Request

Supervisor/Principal Approval

Date

Superintendent or Designee Approval

Date

NOTE: This form does not replace the blue Statement of Absence form which still must be completed upon the employee's return to work.

Bonita Unified School District
CLASSIFIED EMPLOYEE STATEMENT OF ABSENCE

Name _____ date(s) of absence from duty _____ because;
please print _____ date(s)

	# of days			# of days
illness/injury leave (7.2.7.3)	_____	other leave without pay (7.10)		_____
		form required		
vacation leave (12.1)	_____	special leave -1/2 time pay (7.9)		_____
		form required		
industrial accident leave (7.5)	_____	retraining and study leave (7.11)		_____
jury duty leave (7.7)	_____	school business		_____
attach certification of service		floating holiday (13.3)		_____
transfer jury fees per sec. 9.7.1		form required		
personal necessity leave (7.8)	_____	compensatory time (4.13)		_____
check reason		bereavement leave (7.6)		_____
____(a) illness or death of family member		date of funeral _____		
____(b) accident involving the member's person		relationship to deceased _____		
or property; or the person or property of		location of funeral _____		
member's immediate family		bereavement other than		_____
____(c) appearance in court or other legal jurisdiction		immediate family		
____(d) other (with prior approval of immediate				
supervisor)				
____(e) other with approval of superintendent or designee				

A member of the immediate family is meant to include: the mother, father, grandmother, grandfather, or grandchild of the member or the spouse of the member; the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the member, brother-in-law or sister-in-law; stepfather, stepmother, stepchild of the member or spouse of the member; guardian, or any person living in the immediate household of the member.

Total number of days and /or hours absent _____ work location _____

Signature of employee

date

STATEMENT OF ABSENCE APPROVED BY _____

Signature of principal or supervisor/Superintendent or designee

SUBSTITUTE REPLACEMENT

_____ account number _____ number of days _____

_____ account number _____ number of days _____

FOR ACCOUNTING USE

_____ day(s) deducted from: sick leave _____ personal necessity leave _____ other leave _____
vacation leave _____ special leave _____ bereavement leave _____
floating holiday _____

days deducted from pay for the month of: _____

or, no deduction _____

date posted _____ by _____

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

7.5 Industrial Accident And Illness Leave

An employee shall be eligible for industrial accident and illness leave for personal illness or injury, which has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.

An employee who has sustained a job-related injury or illness shall report the same to his/her immediate supervisor on the appropriate District form within twenty-four (24) hours of the **employees' awareness of the** injury or illness. For the first thirty (30) days of industrial accident or illness leave taken under this section, the employee shall be examined and treated, if necessary, by a physician designated by the District or the District's industrial accident insurance carrier. If, however, the employee wishes to be examined by a physician of his/her choice, he/she may do so, as follows: At the time of employment or prior to any injury, employee shall indicate on appropriate District form, that **he/she** wishes to be examined and treated, if necessary, in cases of industrial accident or illness, by a personal physician. This form shall contain the name, address, office phone number of the physician, and other appropriate information (**Appendix O**). Failure to exercise this option as provided shall necessitate the use of a District appointed physician ~~by the employee. Whoever may be designated to treat the employee, if necessary,~~ **If the employee designates a physician**, the district retains the right to have the employee thereafter, examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability or illness is attributable to the injury and job. (~~Appendix C~~)

~~Industrial accident or illness leave shall be subject to the following limitations:~~
The rules and regulations shall provide the following provisions in accordance with EC 45192 and other relevant laws:

- 7.5.1 ~~Such~~ **Such Industrial accident or illness** leave shall not exceed sixty (60) **working** days ~~during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.~~

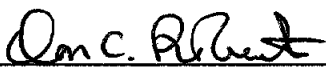
- 7.5.2 ~~Such Industrial accident or illness~~ leave shall not be accumulated from year to year.
- 7.5.3 ~~Such Industrial accident or illness~~ leave shall commence on the first day of absence. ~~and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.~~
- 7.5.4 ~~When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same injury or illness. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws exceed the normal wage for the day.~~
- 7.5.5 ~~For any days of absence from duty as a result of the same industrial accident or illness, the employee shall endorse to the District any temporary disability indemnity checks received by him/her which would make the total compensation from both the District and such disability indemnity exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to the district any temporary disability indemnity checks received on account of the industrial accident or illness as provided herein, the District shall deduct from the employee's salary warrant, the amount of such disability indemnity actually paid to and retained by the employee. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker' compensation.~~
- 7.5.6 ~~Upon conclusion of such leave, an employee may utilize any available personal illness or injury leave providing that any personal illness or injury leave utilization, when combined with any temporary disability indemnity, shall not exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. But, if an employee is receiving workers' compensation the person shall be entitled to use only so much of the person's accumulated or available sick leave, compensating time, vacation, or other available leave, which when added to the workers' compensation award, provide for a full day's wage or salary.~~
- 7.5.7 Any employee receiving benefits for such leave shall, during the period of injury or illness, remain within the State of California unless the District previously authorizes travel outside the State.

Any employee shall be permitted to return to service following industrial accident or illness leave only upon presentation of a release from the authorized worker's

compensation physician certifying the employee's ability to return to his position without restrictions or detriment to the employee's physical and emotional well-being and the health and safety of others.


When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of this position, he/she shall be employed in a vacant position in the class of his previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case, he shall be listed in accordance with appropriate seniority regulations.

- 7.5.8 **When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury occurred, for the same illness or injury.**
- 7.5.9 **The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave.**
- 7.5.10 **Periods of leave of absence, paid or unpaid shall not be considered to be a break in service of employee.**



Don Roberts, President
CSEA Chapter 21

032603
Date



William Brinegar, Ed. D.
Assistant Superintendent HRD
Bonita Unified School District

3-26-03
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

July 23, 1998

The parties have reached a tentative agreement on the following:

ARTICLE 7 – LEAVE PROVISION

7.8 Personal Necessity Leave

- 7.8.1 Leave which is credited under Section 7.2 of Article 7, Illness and Injury Leave, may be used, at the member's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any school year for reasons defined in section 7.8.2. (a), (b), (c) or (d), or ten (10) days in any school year as defined in section 7.8.2. (e).
- 7.8.2 For purposed of this provision, personal necessity leave ~~for more than one (1) day~~ shall be limited to:
- (a) death or serious illness of a member of the member's family or any person living in the immediate household of the member;
 - (b) an accident which is unforeseen involving the member's person or property, or the person or property of a member's immediate family, or any person living in the immediate household of the member;
 - (c) appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction, or
 - (d) up to three (3) of the seven (7) personal necessity days may be used for other personal emergencies or responsibilities with prior approval of the member's immediate supervisor .
 - (e) Up to three (3) additional days may be approved by the Superintendent or designee for all categories.

Article 7 – Leave Provision

July 15, 1998

Page Two

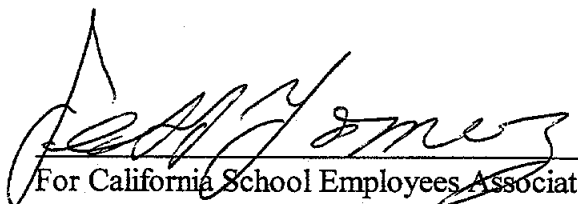
Personal necessity leave ~~may be granted for one (1) day for other personal emergencies or responsibilities except that such leave~~ will not be granted for purposes of (a) employee organization (as defined in Government Code Section 3540.1) business or activity; (b) work stoppage, work slowdown or strike; (c) any concerted activity that interferes with the efficient operation of the District; (d) personal convenience or routine, personal activities; (e) vacation, holiday, recreation or social activities; or (f) any activity which results in compensation, income or financial gain to be accrued by a member of the bargaining unit or by a member of the immediate family.

Before the utilization of personal necessity leave, a member must obtain prior written approval from his/her immediate supervisor or designee, except for cases of (a) and (b) ~~in paragraph two of this Section as defined in section 7.8.2.~~ Should the circumstances outlined in said (a) or (b) of ~~paragraph two section 7.8.2~~ arise, the member shall make every effort to comply with District procedures to enable the District to secure a substitute.

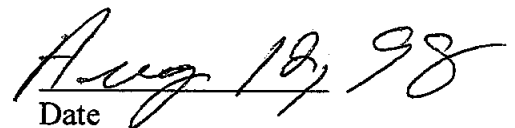
The statement of absence completed by the member shall verify that the personal necessity leave was used only for purposes set forth in this section. The member's signature on the Statement of Absence form (Appendix E) verifies the personal responsibility for which the leave was taken could not have reasonably been fulfilled during hours when the member was not assigned to work.

A member may be subject to appropriate discipline if the leave was not used for purposes stated in the member's request for leave and written verification.

This agreement is subject to ratification by the California School Employees Association Chapter 21 membership.



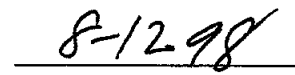
For California School Employees Association
Bonita Chapter #21



Date



For Bonita Unified School District



Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and
BONITA UNIFIED SCHOOL DISTRICT

The parties agree to the following changes to Article 7, Leave Provision and Article 22, Miscellaneous Provisions and Contract Related Definitions:

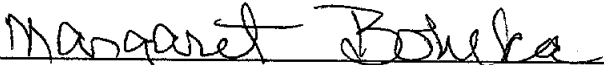
Article 7 - Leaves

7.12 Family Care and Medical Leave

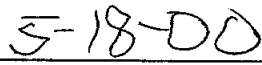
The District shall comply with state and federal laws and Board Policies 4161 and 4261 concerning family care and medical leave.

Family care and medical leave shall be coordinated with other leaves available under this agreement as permitted by law.


~~22.1.15 The Bonita Unified School District will adhere to the provisions of the Family Leave Act.~~



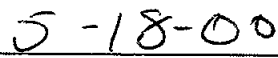
Margaret Bohika, President, Bonita Chapter 21
California School Employees Association



Date



William Brinegar, Ed.D., Director HRD
Bonita Unified School District



Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

Personnel Files

~~8.1 The personnel file of each employee shall be maintained at the District's central administration office. Any files kept by the Supervisor of any employee shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against any employee based upon materials which are not in the personnel file.~~

The official personnel file of each bargaining unit member shall be maintained by the District's Human Resources Development division. Any files kept by the supervisor of the bargaining unit member shall not contain any material of a disciplinary nature that has not been reviewed by the bargaining unit member with the supervisor. Such materials and/or documents placed in the site file shall be signed and dated by the bargaining unit member, acknowledging placement in the file only. No disciplinary action beyond Article 26.2.3 (Written Warning) shall be taken against any bargaining unit member based upon materials, which are not in the official personnel file.



For CSEA Bonita Chapter 21

020102

Date



For Bonita Unified School District

02-01-02

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

Personnel Files

~~8.1 The personnel file of each employee shall be maintained at the District's central administration office. Any files kept by the Supervisor of any employee shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against any employee based upon materials which are not in the personnel file.~~

The official personnel file of each bargaining unit member shall be maintained by the District's Human Resources Development division. Any files kept by the supervisor of the bargaining unit member shall not contain any material of a disciplinary nature that has not been reviewed by the bargaining unit member with the supervisor. Such materials and/or documents placed in the site file shall be signed and dated by the bargaining unit member, acknowledging placement in the file only. No disciplinary action beyond Article 26.2.3 (Written Warning) shall be taken against any bargaining unit member based upon materials, which are not in the official personnel file.

Don C. Roberts
For CSEA Bonita Chapter 21

020102
Date

William J. Ryan
For Bonita Unified School District

2-1-02
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 8- PERSONNEL FILES

- 8.1 The personnel file of each **employee bargaining unit member** shall be maintained at the District's central administration office. Any files kept by the Supervisor of any **employee bargaining unit member** shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against any **employee bargaining unit member** based upon materials which are not in the personnel file.
- 8.2 ~~Employee Bargaining unit members shall be provided with copies of any written material before it is placed in the employee bargaining unit member's personnel file. The employee shall be given an opportunity to initial and date the material and to prepare a written response to such material.~~ **Information of a derogatory nature shall not be filed in a bargaining unit member's personnel file unless and until the bargaining unit member is given notice and an opportunity to review and prepare a written response within ten (10) working days of the notice of the derogatory material. The written response shall be attached to the material.**
- 8.3 ~~A An~~ **employee bargaining unit member** shall have the right to examine and/or obtain copies of any material from the **employee bargaining unit member's** personnel file, including original application for employment, with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the **employee bargaining unit member**, including but not limited to interviewer's comments.
- 8.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when ~~actually~~ necessary in the proper administration of the District's affairs or the supervision of the **employee bargaining unit member**. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log ~~and the employee's personnel file~~ shall be **maintained in the bargaining unit member's personnel file and be available for examination by the employee bargaining unit member. The log shall be maintained in the employee personnel file.**
- 8.5 Any person who places written material or drafts written material for placement in an **employee bargaining unit member's** file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 8.6 **Material held in a bargaining unit member's personnel file for longer than a two-year period shall not be the basis for initiating a disciplinary action. However, such material may be used for any other purpose.**

Margaret Boneka
For CSEA Bonita Chapter 21

11-22-00
Date

W. B.
For Bonita Unified School District

11-22-00
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association CSEA, Chapter 21 and the Bonita Unified School District agree to the following:

9.5 The aggrieved party shall be present at all meetings and hearing and may be represented by an Association representative at all meetings and hearings of the grievance procedure ~~beginning at the formal level.~~

9.8.5 **Workday**

A workday is defined as any day that the District Office is open for business.

9.9.1 Informal Resolution – Level I

Any employee who believes he/she has a grievance, shall present the grievance orally to the immediate supervisor within ~~fifteen (15)~~ **thirty (30)** working days after the grievant should have reasonably known of the circumstances which formed the basis for the grievance. Failure to do so will render the grievance null and void. The supervisor shall hold a conference and attempt to resolve the matter within five (5) working days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference will be held between the aggrieved employee and the immediate supervisor.

9.9.4 Arbitration

Grievances which are not settled at Level III, and which the grievant and CSEA both desire to contest further, shall be submitted to arbitration as provided herein, but only if CSEA gives written notice to the District of its **desire intent** to arbitrate within five (5) working days after the termination of Level III. It is expressly understood that the only matters which are subject to arbitration are grievances defined above, which were processed and handled in accordance with the limitations and procedures of this article.

Margaret Bohelka
For California School Employees Association
Bonita Chapter 21

1-6-2000
Date

James M. [Signature]
For Bonita Unified School District

1-6-2000
Date

TENTATIVE AGREEMENT
between the
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
AND ITS BONITA CHAPTER 21
and the
BONITA UNIFIED SCHOOL DISTRICT

10.1.1 ~~Compensation: Effective July 1, 2000 a 10.155 increase shall be applied to the classified employee salary schedule.~~

Compensation: Effective July 1, 2001 a 2% increase shall be applied to the classified employee salary schedule.

Effective July 1, 2002 a 2% increase shall be applied to the classified employee salary schedule.

The District and CSEA Bonita Chapter #21 mutually agree to open Articles 19 and 20 of the negotiated agreement between the parties.



For California School Employees Association
Bonita Chapter 21

012403

Date



For Bonita Unified School District

1-24-03

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 10- COMPENSATION

10.1 Compensation

~~10.1.1 Effective July 1, 1996 a 4% increase shall be applied to the classified employee salary schedule.~~

~~10.1.2 Effective July 1, 1997 a 3% increase shall be applied to the classified employee salary schedule.~~

~~10.1.3 Effective July 7, 1997 the equivalent dollar amount of 2% salary increase will be allocated for mutually agreed upon position range adjustments as identified from the 1996 salary survey.~~

~~10.1.4 Effective July 1, 1998, the equivalent dollar amount of a 1% salary increase will be allocated for mutually agreed upon position range adjustments as identified from the 1996 salary survey.~~

10.1.1 Effective July 1, 2000 a 7% increase shall be applied to the classified employee salary schedule.

10.1.2 Should any employee group receive higher total compensation, including benefits, than is negotiated with CSEA, the District shall provide an equivalent percentage in total compensation to all classified employees within the bargaining unit.

10.18 Budget Advisory Committee

When the District forms a Budget Advisory Committee or similar group, CSEA is committed to representing its members on that committee or group.

The remainder of the article shall remain the same.

Margaret Bohler
For CSEA Chapter 21

10-31-00
Date

[Signature]
For Bonita Unified School District

10-31-00
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

July 15, 1998

The parties have reached a tentative agreement on the following:

ARTICLE 10 – COMPENSATION

10.1 Compensation

Effective July 1, 1998, COLA less ¼% (allocated to Class Size Reduction) shall be added to the classified salary schedule.

A committee of three (3) CSEA representatives and three (3) management representatives shall meet by October 1, 1998, to conduct a salary comparison study with surrounding districts. This committee shall report its findings to the CSEA and District Negotiating Teams by March 1, 1999.

10.2 Health and Welfare Benefits

Effective July 1, 1998, an amount equivalent to the 1998 COLA shall be applied to the current health and welfare allocation as defined in section 10.2.1. This is not applicable to employees who elect a TSA/cash option as defined in section 10.2.4.


A committee of three (3) CSEA representatives, three (3) management representatives (and three (3) BUTA representatives, if they agree to participate) shall meet by October 15, 1998, to review the current dental programs, including mandatory dental. The committee shall report its findings to the negotiating teams by March 31, 1999. CSEA shall provide the names of its representatives to the Assistant Superintendent of Human Resources by September 17, 1998.

This agreement is subject to ratification by the California School Employees Association Chapter 21 membership.

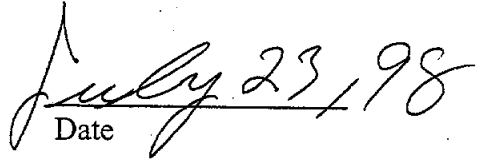
Article 10 – Compensation

July 15, 1998


Page Two



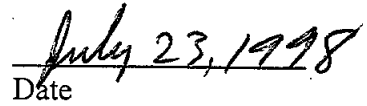
For California School Employees Association
Bonita Chapter #21



Date



For Bonita Unified School District



Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 10- COMPENSATION

10.1.1 Effective July 1, 2000 a ~~7%~~ **8.52%** increase shall be applied to the classified employee salary schedule.

10.1.2 Effective July 1, 2000 the following changes shall be applied to the classified salary schedule

Position	From Range	To Range
Mechanic II	26A	30A
Student Campus Supervisor II	22A	23
Student Campus Supervisor I	18A	19
High School Head Custodian	27	27A
Middle School Head Custodian	25A	26
Elementary Head Custodian	24	24A
Day Custodian	20	20A
Night Custodian (Including shift differential per Article 4.11)	21A	22
Lead Night Custodian	22A	23

The remainder of the article shall remain the same.

Margaret Bohrer
 For CSEA Chapter 21

1-26-01
 Date

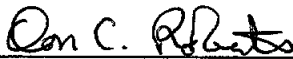
[Signature]
 For Bonita Unified School District

1-26-01
 Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

10.2 Health and Welfare Benefits

- 10.2.1 The district's annual maximum health and welfare allocation shall be ~~\$5,197~~ **\$5,700** for full time employees. Employee only medical coverage and life insurance in the amount of \$10,000 is mandated. Additional district funded employee selected amount of life insurance shall not exceed the IRS limit. Part-time bargaining unit members shall receive a pro-rata allocation. There is no TSA or cash option for bargaining unit members who were hired on or after July 1, 1992.
- 10.2.2 For regular part-time bargaining unit members working four (4) hours a day or more, the District will contribute a proportionate amount to the existing program.
- 10.2.3 In accordance with the Tax Reform Act of 1986, the District shall provide for the administration of a Section 125 Plan as approved by the District and Association.
- 10.2.4 The District's annual maximum health and welfare allocation shall be ~~\$4,200~~ **\$4,703** for full time bargaining unit members who were employed in the District prior to July 1, 1992 and elect a TSA/cash option. Employee only medical coverage and life insurance in the amount of \$10,000 is mandated. Additional District funded employee selected amount of life insurance shall not exceed the IRS limit.
- 10.2.5 Bargaining unit members who verify medical coverage elsewhere are not required to select the mandated employee medical coverage.



Don Roberts, President
CSEA Chapter 21

11-12-02

Date



William Brinegar, Ed. D.
Assistant Superintendent HRD
Bonita Unified School District

11-12-02

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

10.2 **Health and Welfare Benefits**

- 10.2.1 The District's annual maximum health and welfare allocation shall be ~~\$5,000~~ **\$5,197** for eligible full time employees who enroll in employee-only medical; ~~employee-only dental~~; and life insurance (~~minimum \$10,000 mandated~~, **additional District funded employee selected amount shall not exceed the IRS limit not to exceed \$20,000**). Part-time unit members shall receive a pro-rata allocation. ~~The effective date of the increase is October 1, 1995.~~ There is no TSA or cash option for **bargaining unit members who were hired on or after July 1, 1992.** ~~those who are eligible to receive up to \$5,000 or pro-rated allocation.~~
- 10.2.2 For regular part-time employees working four (4) hours a day or more, the District will contribute a proportionate amount to the existing program.
- 10.2.3 In accordance with the Tax Reform Act of 1986, the District shall provide for the administration of a Section 125 Plan as approved by the District and Association.
- 10.2.4 The District's annual maximum health and welfare allocation shall be \$4,200 for eligible full time unit members who were employed in the district prior to July 1, 1992 and elect a TSA/cash option. Employees hired prior to July 1, 1992, who verify medical coverage elsewhere are not required to select the mandated employee medical coverage; however, the other mandates to take ~~employee-only dental~~ and life insurance as noted in 10.2.1 above ~~are~~ **is** required.

Margaret Bohlka
Margaret Bohlka, President, Chapter 21

5-31-00
Date

William Brinegar
William Brinegar, Ed.D., Director HRD
Bonita Unified School District

5-31-00
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

10.2 Health and Welfare Benefits

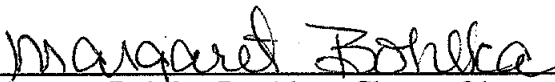
10.2.1 The District's annual maximum health and welfare allocation shall be \$5,197 for eligible full time employees. ~~who enroll in employee only medical and life insurance (Employee only medical coverage and life insurance in the amount of \$10,000 is mandated.~~ Additional District funded employee selected amount shall not exceed the IRS limit). Part-time unit members shall receive a pro-rata allocation. There is no TSA or cash option for bargaining unit members who were hired on or after July 1, 1992.

10.2.2 For regular part-time employees working four (4) hours a day or more, the District will contribute a proportionate amount to the existing program.

10.2.3 In accordance with the Tax Reform Act of 1986, the District shall provide for the administration of a Section 125 Plan as approved by the District and Association.


10.2.4 The District's annual maximum health and welfare allocation shall be \$4,200 for eligible full time unit members who were employed in the district prior to July 1, 1992 and elect a TSA/cash option. **Employee only medical coverage and life insurance in the amount of \$10,000 is mandated. Additional District funded employee selected amount shall not exceed the IRS limit.** ~~Employees hired prior to July 1, 1992, who verify medical coverage elsewhere are not required to select the mandated employee medical coverage; however, the other mandates to take life insurance as noted in 10.2.1 above is required.~~

10.2.5 Employees who verify medical coverage elsewhere are not required to select the mandated employee medical coverage



Margaret Bohka, President, Chapter 21

1-26-01
Date



William Brinegar, Ed.D., Director HRD
Bonita Unified School District

1-26-01
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

10.5 Longevity Increment

The District pays premium pay for longevity including procedures included in Education Code 45309 and as follows **effective July 1, 1999:**

10.5.1 Thirty-five (~~30~~ **35**) dollars per month after completion of seven (7) consecutive years of employment. Those members qualifying for the longevity increment as of the date of this Agreement shall continue to receive longevity increments.

An additional thirty-five (~~30~~ **35**) dollars per month after completion of thirteen (13) consecutive years of employment.

An additional thirty-five (~~30~~ **35**) dollars per month after completion of seventeen (17) consecutive years of employment.

An additional thirty-five (~~30~~ **35**) dollars per month after completion of twenty-three (23) consecutive years of employment.

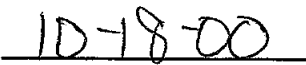
An additional thirty-five (~~30~~ **35**) dollars per month after completion of twenty-seventh (27) consecutive years of employment. ~~This would mean the maximum longevity increase would be one hundred fifty (150) dollars.~~


Beginning July 1, 2000 and every year thereafter the increment amount shall increase by one (1) dollar or the same percentage increase in compensation agreed to by the District and CSEA rounded up to the nearest percent, whichever is greater.

To qualify for this long-term recognition plan, the employee must satisfy all District standards according to evaluation records for a period of two years prior to each longevity anniversary date. In addition, once an employee has qualified under the long-term recognition plan for any of the monthly increments, these increments shall stay in effect as long as the employee maintains a satisfactory record of service to the District.

A member of the classified service working less than a full eight-hour day shall receive an ~~increase~~ **longevity pay** proportionate to the number of hours worked.


For California School Employees Association, Chapter 21


Date


William Brinegar, Ed.D., Director HRD
Bonita Unified School District


Date

TENTATIVE AGREEMENT
between the
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
AND ITS BONITA CHAPTER 21
and the
BONTIA UNIFIED SCHOOL DISTRICT

10.2.6 The Benefits Committee shall recommend to the respective parties specific coverage and carrier options for the Bonita Unified School District. The Benefits Committee shall consist of nine members of whom CSEA Bonita Chapter #21 shall select three; Bonita Unified Teachers Association shall select three; and the District Management Team shall select two. The ninth member of the committee shall be the Assistant Superintendent, Business Services. The District shall provide non-voting clerical support to the Benefits Committee. The method of decision-making by the Benefits Committee shall be consensus. If consensus cannot be reached, decisions shall be made by a majority vote that includes at least one vote from each of the groups present for the decision. If any group is not represented at a Benefits Committee meeting the meeting shall continue.

Don C. Roberts
For California School Employees Association
Bonita Chapter 21

031902
Date

Willie R. [Signature]
For Bonita Unified School District

3-19-02
Date

JOINT STATEMENT

Please describe, in one statement, both parties' commitment to improving the labor-management relationship. Include a description of what you hope to get out of this program as well as any other information which you believe is relevant to your application. This statement should be co-authored by a representative of both parties then signed by each.

The Bonita Unified School District and the California School Employees Association, Chapter 21, wish to establish a good relationship in communications, meeting our timelines and honoring commitments. In addition, we desire to establish a trust between management and the association, as we have new staff and are developing our relationship.

Our goal is to continue building on our past commitments, thus strengthening our working relationship and enhancing our ability to meet the needs of the students of Bonita Unified School District.

For the Union/Association:

Signature Pat Finley
Title Treasurer
Date 5/7/98

For the District:

Signature James J. McCune
Title Asst. Supt., Human Resources
Date 5.7.98

Please indicate below if you have preferred dates for participating in the initial training.

Thank you for your application. We look forward to working with you!

MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and the
BONITA UNIFIED SCHOOL DISTRICT

In an attempt to support the roll of the CSEA Job Steward program with in the district, CSEA and the District agree to modify Article 10.6 (Professional Growth) as follows:

10.6 Professional Growth

...

10.6.3 Qualifications and Procedures

All classified employees successfully completing her/his probationary period are eligible to enter the professional Growth Incentive program.

- 10.6.3.1 To be eligible for increment credit, all courses (**with the exception of CSEA Job Steward training**) must have the prior written approval of the Assistant Superintendent, Human Resources Development or designee. Such courses shall be taken during non-duty hours and are the employees' expense.
- 10.6.3.2 To qualify for increment credits, the course must be related to the employee's job assignment, and result in a benefit to the District. The District, in its sole discretion, may approve courses unrelated to the employee's present job assignment in extraordinary cases where a benefit to the District is anticipated through a future change in the employee's assignment.
- 10.6.3.3 In the event approval of a particular course is denied, the application shall be referred to the Professional Growth Committee for review. The employee shall be notified of the denial and given the opportunity to appear before the Committee. The decision of the Committee shall be final.
- 10.6.3.4 College units must be earned at accredited colleges, universities, trade schools or District-approved adult education programs.
- 10.6.3.5 To receive increment credit; the employee must complete the course with a grade of "C" or better, or a "pass" grade.

- 10.6.3.6 When an employee has completed ten (10) approved growth points, he/she shall receive an annual growth award in the amount of \$250 payable in a lump sum amount in June of each year.
- 10.6.3.7 An employee may not earn an award more often than once in a two-year period, and can only apply a maximum of ten (10) points within any two-year period, however, there is no time limit on the accumulation of the ten (10) points.
- 10.6.3.8 Of the ten (10) points required, six (6) must be in the area of course work related to job skills.
- 10.6.3.9 A maximum of four Professional Growth Increments of \$250.00 annually (maximum of \$1000) may be achieved through voluntary participation in the Professional Growth Program.

10.6.4 Program Content and Record Keeping

- 10.6.4.1 Professional growth credits may be achieved through participation in any of the following categories of activity;
- a. Coursework
 - University, college, and junior college courses
 - Adult education courses
 - Trade schools
 - b. District in-service workshops
 - c. Special activities
 - Lecture series
 - Institutes
 - Community groups (leadership capacity)
 - Conferences (paid for by the employee)
- 10.6.4.2 Coursework Credit may be earned by taking courses at universities, colleges, junior colleges, trade schools, adult schools, or District in-service. Courses must be completed to receive credit with a passing grade of "C" or better assigned. A certification of satisfactory completion, signed by the instructor will be accepted until a grade transcripts are available. Credit points will be assigned as follows:
- College, junior college, or trade school courses: one (1) point per semester hour
 - Two (2) adult education courses = one (1) college course
 - Eighteen (18) hours class work constitutes the equivalent of 1 semester hour
 - Three (3) quarter units = Two (2) semester units

10.6.4.3 District In-Service Workshops

Credit for the planning or organization of, leadership in, or presentation services rendered by an employee for district sponsored workshops shall be applied to this program at the rate of one (1) point for each six (6) hours service in the capacity. The leader of the workshop shall be responsible for verifying the time involved in planning, leadership, and presentation to the Assistant Superintendent, Human Resources Development or designee. Credit for attendance only at the district sponsored workshops will be applied at the rate of one point for each ten (10) hours of attendance outside the work day.

10.6.4.4 Special Activities

An institute or lecture series attendance may be used to obtain credit points. These programs may be selected from those offered by an adult school, college, or Professional Group, or may be as approved by the Assistant Superintendent, Human Resources Development or designee. The auditing of a college class may be considered as part of this series. Institute/lecture series credits may be earned any time during the growth period. Attendance at ten (10) one-hour programs will constitute one (1) point credit. Credit for conducting an institute or lecture program will be applied at two (2) points for each ten (10) one-hour programs. Verification shall consist of a fee statement, program of activities, or registration receipt. If not available, a one page outline of the activity shall be submitted for credit, upon approval by the Assistant Superintendent, Human Resources Development or designee. Conferences, paid for by the employee, that are job related will be applied at one (1) point for each ten (10) hours of attendance. District or Association committee group membership credit will be applied at one (1) point for one year of active service. Only (1) one point can be earned for each individual growth award. One (1) point for CSEA membership (one time only) and one (1) point for holding an elected office in the Association and each time a member is re-elected, should that occur, will be awarded. **Credit can be earned for attendance at CSEA Job Steward training. Ten (10) one-hour programs will constitute one (1) point credit. Verification shall consist of a certificate of attendance issued by the State Association of CSEA indicating the instructional hours completed.**

10.6.4.5 Application

The following procedure must be followed in order to receive professional growth credit. This is a voluntary program and participation shall not be a requirement towards attaining any of

the rights, benefits, or burdens accorded unit members under the classified contract.

- 10.6.4.5.1 An application for earning a professional growth award must be completed by the employee, outlining his/her anticipated activities and submitted to the Assistant Superintendent, Human Resources Development or designee prior to the commencing of growth activities.
- 10.6.4.5.2 All applications must be submitted by the employee by May 1 before beginning the professional growth program (with the exception of CSEA Job Steward training).
- 10.6.4.5.3 Evidence must be obtained of attendance at special activities and a short summary of lectures, workshops, must be submitted with their final application for the award.
- 10.6.4.5.4 It is the responsibility of the employee to maintain his/her own file of report cards, transcripts, or other acceptable certification of courses completed.
- 10.6.4.5.5 When the employee has completed the required ten (10) points, all records, are to be submitted to the Assistant Superintendent, Human Resources Development for certification before May 1.
- 10.6.4.5.6 The professional growth committee will meet in May of each year to consider denied applications.
- 10.6.4.5.7 Unit members will receive recognition certificates and award pins for the completion of each professional growth award.

This MOU shall be reviewed by the CSEA Bonita Chapter #21 and the District at the beginning of 2002-2003 negotiations. If no changes are proposed the revised article shall become part of the collective bargaining agreement between the two parties.

Don C. Roberts

For California School Employees Association
Bonita Chapter 21

031902

Date

Wally R

For Bonita Unified School District

3-19-02

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

10.6 **Professional Growth**

10.6.1A-1 **Goal Statement and Program Objectives**

The Bonita Unified School District and C.S.E.A, Bonita Chapter #21 through support of this program shall encourage continued and active participation on the part of all classified employees in a Professional Growth Program.

10.6.1.1 Professional Growth is the continuous, purposeful engagement of study and related activities designed to retain and extend standards of classified employees.

10.6.1.2 Professional Growth activities are designed to improve service to the District and the personal development of the employee.

10.6.2A-2 **Professional Growth Review Committee**

10.6.2.1 **Composition**

A Professional Growth Review Committee shall be established composed of six (6) members, four (4) of whom shall be classified employees elected by an Association conducted election of all District classified employees. Two (2) members shall be management and appointed by the Superintendent or designee. The Assistant Superintendent, Human Resources Development or designee shall serve as an ex officio member of the committee and resource person.

An attempt shall be made to nominate representatives for election that would give comparable representation in the various work classifications.

1. Secretarial/Clerical
2. Maintenance/Operations
3. Food Services
4. Instructional Aides
5. Transportation

A chairperson shall be elected by the committee.

10.6.2.2 **Term**

Classified members of the review committee shall serve for a two (2) year term with one half (1/2) of the committee elected each year. The initial committee members shall draw lots to determine the one year and two year terms.

10.6.2.3

~~To prepare course lists containing representative courses for each classification of employees or groups of employees; such lists are to serve as examples and guides and are not to be exclusive.~~

To serve as the appeal/review committee for Professional Growth.

Approve all forms and revisions to ~~To prepare and revise all necessary forms for the Professional Growth Program.~~

~~To serve as an appeal/review committee for Professional Growth.~~

10.6.3A-3 **Qualifications and Procedures**

All classified employees successfully completing her/his probationary period are eligible to enter the Professional Growth Incentive Program.

- 10.6.3.1 ~~In order to~~ To be eligible for increment credit, all courses must have the prior written approval of the Assistant Superintendent, Human Resources Development or designee. Such courses shall be taken during non-duty hours and are the employee's expense.
- 10.6.3.2 ~~In order to~~ To qualify for increment credits, the course must be related to the employee's job assignment, and result in a benefit to the District. The District, in its stile discretion, may approve courses unrelated to the employee's present job assignment in extraordinary cases where a benefit to the District is anticipated through a future change in the employee's assignment.
- 10.6.3.3 In the event approval of a particular course is denied **the application shall be referred to the professional growth committee for review. The employee shall be notified of the denial and given the opportunity to appear before the committee. The decision of the committee shall be final.** ~~the employee shall have the right to appeal to the Professional Growth Committee. The appeal must be filed with the Assistant Superintendent, Human Resources Development within ten (10) calendar days after the employee receives notice of the denial. The Committee shall evaluate the proposed course and make a recommendation to the Assistant Superintendent, Human Resources who shall make a final decision and notify the employee within ten (10) calendar days after receiving the Committee's recommendation.~~
- 10.6.3.4 **College** Units must be earned at accredited colleges, universities, trade schools or a District-approved adult education program.
- 10.6.3.5 ~~In order to~~ To receive increment credit, the employee must complete the course with a grade of "C" or better, or a "pass" grade.
- 10.6.3.6 **When an employee has completed ten (10) approved growth points, he/she shall receive an annual growth award in the amount of \$250 payable in a lump sum amount in June of each year.**
- 10.6.3.7 **An employee may not earn an award more often than once in a two-year period, and can only apply a maximum of ten (10) points within any two-year period, however, there is no time limit on the accumulation of the ten (10) points.**
- 10.6.3.8 **Of the ten (10) points required, six (6) must be in the area of course work related to job skills. The maximum number of growth awards any employee may receive under this program is three**
- 10.6.3.6 ~~Professional growth increments may not be awarded more frequently than every two (2) years to any individual employee.~~
- 10.6.3.7 ~~The professional growth increment of \$250.00 shall be implemented June 30. of each year.~~

- 10.6.3.9 A total **maximum** of three professional growth increments of \$250.00 annually (maximum of \$750.00) may be achieved through voluntary participation in the professional growth program.

10.6.4A-4 Program Content and Record Keeping

- 10.6.4.1 Professional growth credits may be achieved through participation in any if the following categories of activity;

- a. Coursework
 - University, college, and junior college courses
 - Adult education courses
 - Trade schools
- b. District inservice workshops
- c. Special activities
 - Lecture series
 - Institutes
 - Community groups (leadership capacity)
 - Conferences (paid for by the employee)

10.6.4.2 **Coursework**

Credit may be earned by taking courses at universities, colleges, junior colleges, trade schools, adult Schools, or District inservice. ~~Course work must be related to improvement of job performance in the position occupied by the employee, or to meet the requirements of a position to which the employee aspires and has prior approval.~~ Courses must be completed to receive credit, with a passing grade of "C" or better assigned. A certification of satisfactory completion, signed by the instructor, will be accepted until a grade transcripts are available. Credit points will be assigned as follows:

~~COLLEGE, JUNIOR COLLEGE, OR TRADE SCHOOL COURSES: 1 POINT PER SEMESTER HOUR~~

~~2 ADULT EDUCATION COURSES = 1 COLLEGE COURSE~~

~~EIGHTEEN (18) HOURS CLASS WORK CONSTITUTES THE EQUIVALENT OF 1 SEMESTER HOUR~~

~~3-QUARTER UNITS = 2 SEMESTER UNITS~~

College, junior college, or trade school courses: 1 point per semester hour

2 adult education courses = 1 college course

Eighteen (18) hours class work constitutes the equivalent of 1 semester hour

3 quarter units = 2 semester units

10.6.4.3 **District In-Service Workshops**

Credit for the planning or organization of, leadership in, or ~~consultant presentation~~ **presentation** services rendered by an employee for district sponsored workshops shall be applied to this program at the rate of one (1) point for each six (6) hours service in that capacity. The leader of the workshop shall be responsible for verifying the time involved in planning, leadership, and ~~consulting services presentation~~ **presentation** to the Assistant Superintendent, Human Resources Development or **designee**. Credit for attendance only at the district sponsored workshops will be applied at the rate of one point for each ten (10) hours of attendance outside the work day.

10.6.4.4 **Special Activities**

An institute or lecture series attendance may be used to obtain credit points. These programs may be selected from those offered by an adult school, college, or professional group, or may be as approved by the Assistant Superintendent, Human Resources Development or **designee**. The auditing of a college class may be considered as part of this series. Institute/lecture series credits may be earned any time during the growth period. Attendance at ten (10) one-hour programs will constitute one (1) point credit. Credit for conducting an institute or lecture program will be applied at two (2) points for each ten (10) one-hour programs. Verification shall consist of a fee statement, program of activities, or registration receipt. If not available, a one page outline of the activity shall be submitted for credit, upon approval by the Assistant Superintendent, Human resources Development or **designee**. Conferences, paid for by the employee, that are job related will be applied at one (1) point for each ten (10) hours of attendance. **District or Association** Committee group membership credit will be applied at one (1) point for one year of active service. Only one (1) point can be earned for each individual growth award. One (1) point for C.S.E.A. membership (one time only) and one (1) point for holding an elected office in the Association and each time a member is re-elected, should that occur, **will be awarded**

10.6.4.5 Qualifications

~~When an employee has completed ten (10) approved growth points, he/she shall receive an annual growth award in the amount of \$250 payable in a lump sum amount in June of each year.~~

~~An employee may not earn an award more often than once in a two year period, and can only apply a maximum of ten (10) points within any two year period, however, there is no time limit on the accumulation of the ten (10) points.~~

~~Of the ten (10) points required, six (6) must be in the area of course work related to job skills. The maximum number of growth awards any employee may receive under this program is three~~

10.6.4.5 Application

The following procedure must be followed in order to receive professional growth credit. This is a voluntary program and participation shall not be a requirement towards attaining, any of the rights, benefits, or burdens accorded unit members under the classified contract.

- 10.6.4.5.1a-** An application for earning a professional growth award must be completed by the employee, outlining his/her anticipated activities and submitted to the Assistant Superintendent, Human Resources Development or **designee** prior to the commencing of growth activities.
- 10.6.4.5.2b-** All applications must be submitted by the employee by May 1 before beginning the professional growth program.
- 10.6.4.5.3e-** Evidence must be obtained of attendance at special activities and a short summary of lectures, workshops, must be submitted ~~to the employees~~ immediate supervisor within two (2) weeks of attendance **with their final application for the award.**
- 10.6.4.5.4d-** It is the responsibility of the employee to maintain his/her own file of report cards, transcripts, or other acceptable certification of courses completed.
- 10.6.4.5.5e-** When the employee has completed the required ten (10) points, all records, ~~or intent to complete,~~ are to be submitted to the Assistant Superintendent, Human Resources Development for certification before May 1.
- 10.6.4.5.6f-** The professional growth committee will ~~consider all requests at its meeting in May of each year to consider and approve award to be granted in June~~ **denied applications.**
- 10.6.4.5.7** **Unit members will receive recognition certificates and award pins for**

the completion of each professional growth award.

A.5 ~~District Fund~~

~~The Bonita Unified School District shall establish a fund identifiable in the printed district budget to support the Professional Growth Incentive Program.~~

5.1 ~~The District shall budget a .1% of the regular classified salary budget object to fund the Professional Growth Incentive Program.~~

5.2 ~~There shall be an audit of this account and a report made to the Professional Growth Review Committee by May 1 of each year~~

5.3 ~~The chairperson shall report to the Bonita Unified School District Board of Education by June 1 of each year. This report shall include but not be limited to:~~

- ~~1. Names of committee members.~~
- ~~2. Presentation of employees utilizing this program and their progress.~~
- ~~3. The expenditure of funds.~~
- ~~4. Awarding of certificates or pins for completion.~~

Margaret Boluka

For California School Employees Association
Bonita Chapter 21

[Signature]

For Bonita Unified School District

5-18-00

Date

5-18-00

Date

MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and the
BONITA UNIFIED SCHOOL DISTRICT

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- 10.6.4.5.5 When the employee has completed the required ten (10) points, all records, are to be submitted to the Assistant Superintendent, Human Resources Development for certification before May 1.
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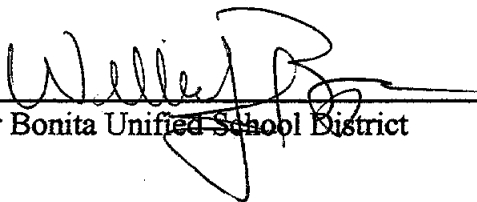
This MOU shall be reviewed by the CSEA Bonita Chapter #21 and the District at the beginning of 2002-2003 negotiations. If no changes are proposed the revised article shall become part of the collective bargaining agreement between the two parties.



For California School Employees Association
Bonita Chapter 21

031902

Date



For Bonita Unified School District

3-19-02

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

10.7 Attendance Incentive Program

- 10.7.1 GENERAL** - This Attendance Incentive **Plan Program** is intended to reward regular attendance, ~~in order to~~ improve the instructional program and reduce the costs of absenteeism. ~~It is understood that~~ Any absences for illness or **injury and personal necessity**, including those beyond the control of the **employee bargaining unit member**, will adversely affect an **employee bargaining unit member's** entitlements under this **Plan Program**. This Attendance Incentive **Plan Program** provides incentive payments which are intended to reduce **employee bargaining unit members'** use of illness or **injury and personal necessity** leave; however, the **Plan Program's** incentive payments for annual unused illness leave do not reduce or otherwise affect the **employee bargaining unit member's** accumulation of unused illness hours or retirement service credit for unused illness hours and have no impact upon vacation benefits. ~~Implementation and computation of payments will utilize the current payroll system of accounting for illness accrual and absence.~~
- 10.7.2 ELIGIBILITY** - Any active District **employee bargaining unit member** employed a minimum of 75 % of the school year and who earns illness leave benefits during the school year (from July 1 through June 30) and is paid for at least 720 hours during the school year, shall participate in the **Plan Program**. **Employee Bargaining unit members** must retain 66% of their annual illness or injury leave to be eligible for compensation under this incentive program.
- 10.7.3 COMPUTATION OF ANNUAL INCENTIVE PAYMENTS** - The maximum possible number of hours subject to the **Plan Program's** annual incentive payments shall be equal to the number of illness leave hours actually earned by the **employee bargaining unit member** during the school year or 80 hours, whichever is less. This maximum of 80 hours is applicable to all assignment bases, including bases which earn more than 80 hours annually. Each hour of illness leave used at any time during that year, whether for illness or **injury and personal necessity**, shall be subtracted from the above-stated maximum number of hours, and for each resulting unused hour of illness leave, the **employee bargaining unit member** will receive a payment equal to a percentage of the **employee bargaining unit member's** actual hourly rate at the close of the school year or a percentage of \$13.70 per hour, whichever is less. The percentage will vary according to the **employee bargaining unit member's** career accrued illness hours as of the close of the school year as shown in the **Attendance Incentive Payment Table**.

Attendance Incentive Payment Table

Career Accrual as of Close of School Year	Percent of Regular Hourly Rate to be paid for Unused Illness Hours in Current Year as Described Above
less than 240 hours	30%
241 to 480 hours	35%
481 to 1199 hours	40%
1200 or more	60%

10.7.4 ANNUAL CASH PAYMENT TO EMPLOYEE BARGAINING UNIT MEMBER - ~~Half of the~~ The annual incentive payment resulting from the above calculations shall be paid to the ~~employee bargaining unit member~~ as a cash payment (subject to legally required deductions) following the end of the school year that in which the payment is earned relates to. ~~Total incentive payments of less than \$100 amount shall be distributed in total.~~

~~ANNUAL PAYMENT TO ATTENDANCE INCENTIVE REVOLVING FUND -~~ Half of the annual incentive payment will be placed in an account established for the employee in the Attendance Incentive Revolving Fund. Each employee will receive an annual statement showing the status of his or her account, including accumulated incentive payments. All incentive payments and accumulated net earnings will be retained in the Revolving Funds. These amounts are not the property of the employee until actually distributed to the employee or the employee's estate, and are therefore not assignable for the benefits of creditors or for any other purpose.

~~THREE YEAR PLAN FOR DISTRIBUTION OF REVOLVING FUND PAYMENTS -~~ At the completion of the third year in the Incentive Program the employee will receive the first year contribution equal to one half the District contribution for the first year. On completion of the fourth year the employee will receive the second year contribution equal to one half the District contribution for the second year. This formula and sequence shall continue until separation from District employment. Following retirement or separation from District employment, the employee's accumulated share of the Revolving Fund shall be distributed to the employee, subject to legally required deductions.

~~FUND ADMINISTRATION -~~ The Plan and Fund, as it applies to all District employee, shall be administered by the District's Business Services and audited annually by the District's contract auditors. Business Services shall make fund investments which are limited by Code to interest-bearing non-equity investments. The assets of the Fund shall be subject to the customary controls and procedures of the Los Angeles County Treasurer's office.

~~Claimed errors in payments, or in other Plan or Fund records, shall be handled pursuant to the usual payroll error resolution provisions of the applicable classified employee collective bargaining agreements.~~

~~CONTINGENCY—The above Plan shall be implemented to cover the 1988-89 school year. However, it is agreed that this Plan is to be revised downward or discontinued at the end of the 1989-90 school year if the resulting improvement in attendance is inadequate to generate sufficient savings to fund the benefits to be paid under this Plan, and that it may be modified from time to time in the future for any reason. No employee shall have a vested right to continuance of the Plan in the above form or at all. Any vesting shall be limited to previously accumulated incentive payments and is also limited by the Plan's provisions as they may be revised from time to time. If the Plan is discontinued, the District may either distribute the Revolving Fund assets to participating employee at the time of discontinuance (in which case the distribution amounts shall be calculated as though all participants had retired at that time), or the District may retain the Reserve Fund assets for subsequent distribution upon the employee's actual separation pursuant to the Plan's regular requirements.~~

~~The parties agree that a goal of this Plan is to avoid an employee's being taxed on any incentive payments or its earnings until he or she receives the payment. The parties agree that the Plan is subject to modification to achieve this goal.~~

~~(The above reflects the substance, but not the final terms, of the Plan. The Parties shall execute a definitive plan embodying the arrangements set forth in this Attendance Incentive Plan and any such definitive plan shall completely supersede this document and govern the rights of employee and all parties.)~~

10.7.5 All bargaining unit members' remaining accumulated attendance incentive balances shall be distributed as a one-time payment to the bargaining unit members, subject to legally required deductions, with or before the 2000-2001 attendance incentive payment.

Margaret Bohaka
For CSEA Bonita Chapter 21

12-13-00
Date

[Signature]
For Bonita Unified School District

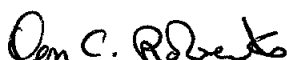
12-13-00
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

10.15 Corrections to Payroll Documents


Bargaining unit members shall be informed of all changes to time cards, overtime and extra duty documents by management in writing. The bargaining unit member shall sign the written notice. The bargaining unit member's signature shall only indicate receipt of the notice. The bargaining unit member and manager shall both retain a copy of the signed notice. If a disputed amount is not resolved prior to the end of business hours the day before payroll lock, then Article 9 (Grievance Procedure) shall be followed. All disputed amounts that have been resolved shall be paid in accordance with Article 10.13 (Payroll Errors).

Remaining portion of Article 10 shall be renumbered to reflect the above addition.



Don Roberts, President
CSEA Chapter 21

040903
Date



William Brinegar, Ed. D.
Assistant Superintendent HRD
Bonita Unified School District

4-9-03
Date

Margie Lawson

From: Margie Lawson
Sent: Saturday, August 09, 2003 10:57 AM
To: Patsy Chism
Subject: CSEA Contract Article 10.15 - Changes in Payroll Document

Dr. Brinegar advises that the attached form as been approved by CSEA. It has auto date so if that doesn't work well you may wish to turn it off.



NOTICE OF
CHANGE IN PAYROLL D

NOTICE OF CHANGE IN PAYROLL DOCUMENT
CSEA Contract, Article 10.15

TO: _____

DATE: Tuesday, July 15, 2003

FROM:

Supervisor

Payroll

Other _____

Item(s) in dispute:

Time Card dated

Overtime Sheet dated

Other _____

Change(s) made:

Arithmetic correction

Date

Other _____

Please sign, date, and return a copy to _____

Signature: _____

Date: _____

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

10.18 Bilingual Translation Stipend

Bargaining unit members who are qualified and assigned to provide bilingual translation services beyond the scope of their regular duties will be paid a monthly stipend of \$100 for one language and an additional \$25 a month for each additional language for each month they are in regular paid status.

Qualifications

To be eligible for the bilingual translation stipend, a unit member must pass a written and/or oral language competency test and be designated for such an assignment by the district. A Unit member may request a waiver of the competency test based upon previously demonstrated competency verified by the immediate supervisor.

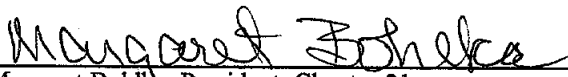
Assignment

A bargaining unit member assigned to provide bilingual translation services may be asked to translate oral or written language from that language into English or from English into that language. The unit member may be assigned to provide translation services at any location in the district. The District shall select and assign bargaining unit members to perform the duties from among those who have been qualified to provide the service.


Assignment shall be made on an annual basis from July 1 to June 30. An assignment may be discontinued at any time by mutual agreement between unit member and their immediate supervisor.

Only assigned and designated unit members shall be compensated for providing the service.


Assigned bargaining unit members who provide translation services outside of their regular work hours will be compensated for extra duty or overtime as provided by contract.



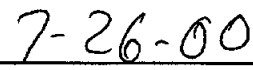
Margaret Bohlka, President, Chapter 21



Date



William Brinegar, Ed.D., Director HRD
Bonita Unified School District



Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

Article 10.20 Retirement Incentive

Full time bargaining Unit members who are at least 50 years of age with 10 years of continuous service in the District shall be provided a District annual maximum health and welfare allocation of \$2000 annual stipend for ten (10) years or until the age of 65 they are eligible for social security, whichever occurs first., beginning with the fiscal year after the year in which the unit member retires.

~~Full time employees shall be eligible to receive \$2000 in March of the fiscal year following retirement. Part time employees shall receive a pro rata share based on the percentage of full time. The percentage of this payment shall be based on the average of the preceding three years.~~

~~The amount of the payment at the time of retirement shall continue at the same amount for the period of the unit member is eligible.~~

Part time bargaining unit members shall be provided a pro-rata District contribution based upon the average percentage of full time for the preceding three years.

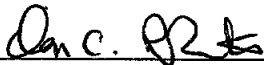
Bargaining unit members may elect to receive this allocation in an annual stipend in lieu of the benefits contribution.

Bargaining unit members shall be eligible to receive the allocation beginning in March of the fiscal year following retirement. Part time bargaining unit members shall receive a pro rata share based on the percentage of full time. The percentage of this payment shall be based on the average of the preceding three years.

The amount of the benefit contribution or stipend allocation at the time of retirement shall continue at the same amount for the period of time the bargaining unit member is eligible.

Beginning with those who retire in 2003-2004 the amount of the retirement annual benefit contribution or allocation incentive annual stipend shall be \$2,200.

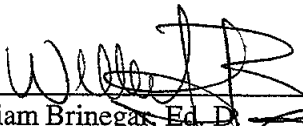
Remaining portion of Article 10 shall be renumbered to reflect the above addition.



Don Roberts, President
CSEA Chapter 21

040903

Date



William Brinegar, Ed. D.
Assistant Superintendent HRD
Bonita Unified School District

4-9-03

Date

TENTATIVE AGREEMENT
between the
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
BONITA CHAPTER 21
and the
BONITA UNIFIED SCHOOL DISTRICT

Article 10.20 Retirement Incentive

Unit members who are at least 50 years of age with 10 years of continuous service in the District shall be provided a \$2000 annual stipend for 10 years or until the age of 65 whichever occurs first, beginning with the fiscal year after the year in which the unit member retires.

Full time employees shall be eligible to receive \$2000 in March of the fiscal year following retirement. Part-time employees shall receive a pro rata share based on the percentage of full time. The percentage of this payment shall be based on the average of the preceding three years.

The amount of the payment at the time of retirement shall continue at the same amount for the period of time the unit member is eligible.

Beginning with those who retire in 2003-2004 the amount of the retirement incentive annual stipend shall be \$2,200.

Don C. Roberts
For California School Employees Association
Bonita Chapter 21

05-22-02
Date

Walter D.
For Bonita Unified School District

5-22-02
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association Chapter 21 (CSEA) and the Bonita Unified School District (District) agree to the following changes to Article 11, Organizational Security:

- 11.1 Except as expressly exempted herein, all employees in the bargaining unit hired after ~~the ratification of this Agreement by both parties~~ December 9, 1992, who do not maintain membership in good standing in CSEA ~~are~~ shall be required ~~pursuant to Education Code Section 45163~~ to pay service fees to CSEA in amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.
- 11.1.1 Employees who are not CSEA dues paying members as of ~~the ratification of this Agreement by both parties~~ December 9, 1992, shall not be obligated to pay service fees or dues as stated herein. Employees, who subsequent to ~~said ratification~~ December 9, 1992, join CSEA shall maintain their membership in the Association in accordance with to the provisions outlined herein, for the duration of this Agreement.

Margaret Bohka
Margaret Bohka, President, Bonita Chapter 21
California School Employees Association

5-3-00
Date

William Brinegar
William Brinegar, Ed.D., Director HRD
Bonita Unified School District

5-3-00
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 12 - VACATIONS

12.1. All employees in the bargaining unit, with at least six months of paid service with the District, are entitled to an annual vacation at the regular rate of pay earned at the time the vacation is commenced. Such vacation shall accrue at the rate of one day for each month of service, for full time employees. Employees in the bargaining unit working less than eight (8) hours per day will have their vacation accrued on a prorated basis. The following schedule will apply:

		<u>10 Month</u>	<u>11 Month</u>	<u>12 Month</u>
1-5	years	10 days	11 days	12 days
6-10	years (3 longevity)	13 days	14 days	15 days
11-15	years (3 longevity)	16 days	17 days	18 days
16-19	years (2 longevity)	18 days	19 days	20 days
20	years (2 longevity)	20 days	21 days	22 days

Vacation time should be used in the year it is accrued but must be used as **vacation** no later than June 30 of the year following the year in which it is accrued. **Only two years of accrued vacation days at the bargaining unit member's longevity level shall be available for use as vacation in any given year. A bargaining unit member shall not accrue more than sixty-six (66) vacation days. If a bargaining unit member's number of accrued vacation days exceeds sixty-six, the bargaining unit member, the Assistant Superintendent of Human Resources Development or designee and a representative of the Association shall meet to determine how the vacation will be used or paid off.**

12.3. **Vacation Scheduling.**

The District may establish certain periods within the school year when vacation days may not be taken. Such periods may vary for individual members of the bargaining unit or groups of members in the best interests of and at the sole discretion of the District. School session employees are encouraged to utilize vacation during non-instructional days.


Vacation schedules shall be approved in advance by the immediate supervisor or department head. Vacation shall be taken at times that are mutually convenient to the employee and the supervisor, consistent with the needs and work load

workload of the department or school site. **Bargaining unit members shall submit requests for vacation on the District form (Appendix G) at least 10 working days in advance. The supervisor may approve or deny the request. Requests that are denied may be appealed to the Superintendent or designee. Bargaining unit members who are denied vacation on appeal shall be compensated for that denied vacation at their regular rate of pay unless the bargaining unit member chooses to reschedule the vacation or has less than two years of vacation accrued and elects to have the denied vacation added to their accrued balance.**

Members of the bargaining unit employed less than twelve months shall utilize vacation days between the beginning and ending dates to the period of employment. When conflict in scheduling vacation days occurs because too many members are requesting to be absent at the same time, seniority in the District will be used as a basis for approving vacations of those members who can be spared during that time period.

Probationary members of the bargaining unit who work a 12-month year must have completed at least six (6) months of service before vacation leave is taken. A member who has not completed six (6) months of service is not entitled to a lump-sum compensation for earned vacation upon separation of service.


The remainder of the article will remain the same.



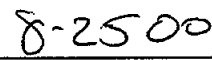
Margaret Bohlka, President, Chapter 21



Date



William Brinegar, Ed.D., Director HRD
Bonita Unified School District



Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 13 – HOLIDAYS

13.1 Scheduled Holidays

A member of the bargaining unit is entitled to fifteen (15) paid holidays 1998-99 per fiscal year. The holidays for 1998-99 are listed below. Legal holidays are identified with an asterisk (*). **With the exception of the Floating Holiday the remaining holidays listed below** are to be calendared in accordance with the work calendars for members of the bargaining unit.

Legal Holidays

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
~~Day after Thanksgiving~~
Christmas Holiday Day
~~Christmas Holiday~~
New Year's Holiday Day
~~New Year's Holiday~~
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
~~Local Recess~~
Memorial Day

Local Recesses

Day after Thanksgiving
Christmas Holiday
New Year's Holiday
Spring Break Holiday

Floating Holiday

(One day – Article 13.3)

A member of the bargaining unit is entitled to the above holidays provided that the member is in paid status during any portion of the work day immediately preceding or following the holiday.

- 13.2 When a holiday falls on a Sunday, the following Monday shall be the holiday except when Christmas Eve falls on a Sunday, the preceding Friday shall be the holiday. When a holiday falls on a Saturday, the preceding Friday shall be the holiday.

Members of the bargaining unit shall receive every holiday proclaimed by the President, the Governor of the State, or the Legislature of the State of California as provide for in subdivisions (b) and (c) of Section 37220 of the California Education Code.

- 13.3 ~~In addition to the fourteen (14) paid holidays scheduled for each year, the bargaining unit member shall have an additional one (1) floating holiday.~~ The bargaining unit member shall request the use of the floating holiday on a district form to be submitted to the immediate supervisor for approval no less than five (5) working days prior the intended use.

Margaret Bohilka
Margaret Bohilka, President, Chapter 21

7-6-00
Date

William Brinegar
William Brinegar, Ed.D., Director HRD
Bonita Unified School District

7-6-00
Date

TENTATIVE AGREEMENT
Between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S BONITA CHAPTER 21
And
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 15 – HEALTH AND SAFETY CONDITIONS OF EMPLOYMENT

15.1 The District ~~will~~ shall make ~~conscientious~~ reasonable efforts to implement and use practices and processes which are recommended by the District Safety Officer for the adequate protection and safety of persons utilizing the school plant.

15.2 Bargaining unit members are expected to practice safety in their daily work by:

Working in compliance with safe practices.

Reporting unsafe conditions and practices to the immediate supervisor.

Supporting District safety policy and regulations.

15.3 Bargaining unit members are also encouraged to express their concern for safety conditions to either a supervisor at their School/Department or to their representative who serves on the ~~District~~ Classified Safety Committee by the bargaining unit. No bargaining unit member shall be discriminated against as a result of reporting any unsafe condition.

~~If no response is received from the immediate supervisor within twenty (20)~~ If the immediate supervisor does not respond within five (5) work days, or less in an emergency situation, the bargaining unit member may submit safety recommendations to the ~~District~~ Classified Safety Committee.

If the supervisor denies the request, the bargaining unit members may forward their written concerns to the Classified Safety Committee.

The District has the responsibility to provide a safe place of employment.

Bargaining unit members shall not be required to work under conditions that threaten the health and safety of the bargaining unit members.

15.4 The Classified Safety Committee shall consist of three (3) CSEA representatives, the District Safety Officer and two (2) other District appointed members. Recommendations shall be made by consensus. Recommendations of the Classified Safety Committee shall be brought to the District Safety Officer for resolution of concerns. Classified Safety Committee meetings shall be convened as needed, as determined by the District Safety Officer. The Classified Safety Committee shall meet no less than once a month. The District Safety Officer shall keep the Classified Safety Committee informed of decisions and action of all other District Safety Committees.

15.5 Safety Equipment

Should the employment duties of a bargaining unit member reasonably require use of any equipment or gear to insure the safety of the member or others, the District agrees to furnish such equipment or gear.

Don C. Roberts
For California School Employees Association
Bonita Chapter 21

052202
Date

Willard
For Bonita Unified School District

3-27-02
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 19 - COMPLETION OF MEET AND NEGOTIATION-NEGOTIATE

19.1 During the term of this Agreement, the parties ~~expressly waive and relinquish the right to meet and negotiate and agree, with the exception of Article 19.1.1 below,~~ that neither shall be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matter were was proposed and later withdrawn.

19.1.1 Matters within the scope of representation not included in the contract may be presented by either party to negotiate. Good cause shall support the request to negotiate and shall not be denied arbitrarily, capriciously or unreasonably.

19.1.2 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Association.

~~19.2~~ The Agreement shall remain in full force and effect up to and including June 30, 2003, and thereafter shall continue in full effect year to year unless one of the parties notifies the other in writing by July 1, 2003, of its request to modify, amend, or terminate this Agreement, at which time the parties agree to meet and negotiate a successor agreement.

~~19.3~~ **19.2** Negotiations for 2003-2004 shall include Re-openers for 2001-02 on salary, Compensation, Article 10.1 and Health and Welfare Benefits, Article 10.2, plus two (2) current or new articles selected by the Association, and two (2) current or new articles selected by the District, any matters pursuant to Article 19.1 and additional articles by mutual agreement.

~~19.4~~ **19.3** Negotiations on re-openers shall continue for a time not to exceed (5) meetings a reasonable period of time. The proposals of the parties shall be submitted in sufficient time in order to meet the public notice provisions of the PERB Regulations. If agreement is not reached by the end of the fifth session, the

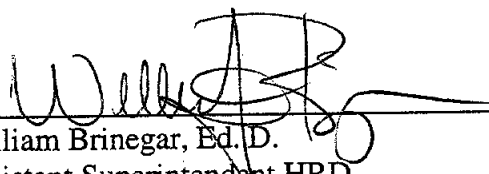
parties hereby agree that they are at impasse and shall immediately notify PERB and thereafter proceed according to the established PERB Regulations. either party may notify PERB and thereafter proceed according to the PERB impasse regulations.



Don Roberts, President
CSEA Chapter 21

043003

Date



William Brinegar, Ed. D.
Assistant Superintendent HRD
Bonita Unified School District

4-30-03

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

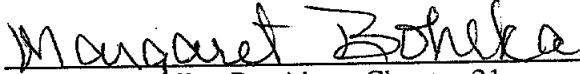
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MAY 22 2001

HUMAN RESOURCES DEPT


ARTICLE 19 - COMPLETION OF MEET AND NEGOTIATION

- 19.2 The Agreement shall remain in full force and effect up to and including June 30, ~~1999~~ 2003, and thereafter shall continue in full effect year to year unless one of the parties notifies the other in writing by July 1, ~~1999~~ 2003, of its request to modify, amend, or terminate this Agreement, at which time the parties agree to meet and negotiate a successor agreement.
- 19.3 Re-openers for ~~1998-99~~ 2001-02 on salary, Article 10.1 and benefits, Article 10.2, plus two (2) current or new articles selected by the Association and two (2) current or new articles selected by the District.



Margaret Bohlka, President, Chapter 21

5-21-01
Date



William Brinegar, Ed.D., Director HRD
Bonita Unified School District

5-21-01
Date

BONITA UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES DEVELOPMENT
POSITION INFORMATION QUESTIONNAIRE

INSTRUCTION SHEET

This questionnaire may be used in support of a position classification study requested by an employee seeking reclassification, or it may be used as part of a classification study/survey initiated by the Human Resources Development division.

This questionnaire has been designed to help you give both a general description of your position and a specific account of its primary duties and responsibilities. What you tell us in this questionnaire, together with information submitted by your supervisor and additional data gathered by Human Resources Development staff will determine the appropriate job title and duties for your position.

Please provide all information requested to the best of your ability. Contact Human Resources Development staff if anything is unclear or you need assistance. Focus on the duties that are an **essential** and **regular** part of the job. Answer only the questions that relate to **your** work. If a question does not apply to your situation, indicate "N/A" (not applicable). Use additional sheets of paper as required and identify information with its corresponding question letter and number. As a reference a copy of your current job description has been attached.

It is recommended you make a copy of the questionnaire for yourself.

Have your supervisor (a member of management team) review the questionnaire and fill out page 12 (Supervisor's Review) Ask your Supervisor to return this document to the Human Resources Development division.

Thank you for your assistance in completing this questionnaire.

Sincerely,

William J. Brinegar, Ed.D.
Assistant Superintendent
Human Resources Development

A. GENERAL INFORMATION

Name (Print) _____ Present Job Title _____

Name of School or Department _____

Work Telephone Number _____ Extention _____

Work Day Begins At _____ Ends _____ Total Hours Per Day _____

Length of Time in Present Position _____ Years _____ Months

Last Previous Position (if applicable) _____

Total Length of Time with District _____ Years _____ Months

Name of Immediate Supervisor (Print)* _____

Title of Immediate Supervisor (Print) _____

Name of Person(s) Who Signs Your Evaluation (Print)** _____

B. POSITION SUMMARY

In 2-4 sentences give a brief summary of the purpose of your position-the basic function it serves in the school department to which you are assigned.

C. Are you aware of other positions in your classification that have undergone the same changes as yours? Where are they located? What are the employees' names? Or are the changes unique to your position?

* Must be member of management team

** If not the same as your supervisor

H. *If you are a member of District Management Team, what positions do you supervise directly? What titles and numbers of employees do they supervise, if any?*

<u>Titles You Supervise</u>	<u>Employee Name</u>	<u>Titles & Number of Employees He/She Supervises</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I. *If you are not a member of District Management Team but have lead worker or senior worker responsibility, what positions do you lead or give work instructions to?*

<u>Title</u>	<u>Name</u>
_____	_____
_____	_____
_____	_____
_____	_____

J. **BUDGETING**

If your position includes budgetary duties, please indicate what budgets are involved.

Budgetary Responsibility	Check One
Monitor expenditures against budget; prepare necessary documentation for supervisory review/approval; tabulate budgetary data, calculate figures, and check for accuracy.	
Analyze budgetary data, verify figures, and develop budget proposals; recommend allocation of budgetary funds.	
Direct preparation of budget with full responsibility for planning, forecasting, and approval. *	

* If you have budget preparation and administration responsibility, what was the amount of your most recent budget? _____.

K. Who reviews/evaluates the results of your work? _____

How are the results of your work reviewed?

Who decides what work you will do and what changes or corrections, if any, you must make to it?

What written guides, practices, instructions, rules, professional procedures, policies, regulations, codes, and/or laws must you follow to get the job done properly?

L. DECISION MAKING

What are the most difficult or complex decisions/judgments you must have as part of your job duties? What input, assistance, or help do you get from others? Who? Give an example.

M. INTERNAL CONTACTS

What persons/positions in the District are you in most frequent contact with as part of your job duties? How often? To accomplish what purpose?

<u>Name</u>	<u>Title</u>	<u>School/Depart.</u>	<u>Frequency</u>	<u>Purpose</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

N. EXTERNAL CONTACTS

What persons representing other agencies, school districts, etc., are you in most frequent contact with as part of your job duties? How often? To accomplish what purpose?

<u>Name</u>	<u>Title</u>	<u>Agency</u>	<u>Frequency</u>	<u>Program</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

O. PUBLIC CONTACT

What contact do you have with students, parents, and other members of the public as part of your job duties? How often? To accomplish what purpose?

P. JOB CONDITIONS/WORK ENVIRONMENT

1. What is the average amount of force you regularly apply as part of your job duties?
(Circle One)

Less than						More than
10	10	25	50	75	100	100
Pounds						

2. What physical activities are *most* typical of your job duties? (Circle all that apply.)

Climbing • Balancing • Stooping • Kneeling • Crouching • Crawling • Reaching

Bending • Squatting • Twisting • Standing • Walking • Pushing • Pulling • Lifting

Fingering • Grasping • Feeling • Talking • Hearing • Repetitive Motions • Carrying

Sitting • Controlling knobs, buttons, pedals, levers and cranks of machinery or

equipment • Other (explain)

3. How important is visual acuity (color, depth perception, field of vision) to assigned duties? Give examples of the kind of visual acuity required by your typical duties.

4. What special auditory (hearing) requirements are involved in your assigned duties? Give examples.

5. Circle as many of the following that are *typical* of your job assignment(s):

Outdoors work • Indoors work • Excessive heat • Excessive cold • Excessive

humidity • Excessive noise • Vibration • Walking on uneven ground and surfaces

Hazards (chemical, electrical, moving vehicles and equipment, machinery or heights)

Fumes, odors, dusts, mists, gases, poor ventilation • Exposure to oils and cutting

fluids • Use of respirator • Very close quarters, narrow passage ways • Exposure to

infectious disease • Other (explain)

Q. What licenses, certifications, registrations are required to perform your job duties?

R. What special requirements are there in your job assignment? (For example, shift work, personal transportation, evening meetings, etc.)

SUPERVISOR'S REVIEW

1. Except for those sections containing information you cannot be expected to have any knowledge of, do you endorse the accuracy of the information presented by employee?
(Circle one) YES NO*

*Please explain, referring to page numbers. DO NOT CHANGE/ALTER ANY INFORMATION GIVEN BY THE EMPLOYEE.

(Attach additional sheets if needed.)

2. Is anything important missing from the information presented that could affect classification of the position? (Circle one) YES* NO

* Please explain.

3. Other comments

Signature

Title

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

Article 20 – TERM OF AGREEMENT

This Agreement becomes effective the first day of July 1, 2003 and remains in full force and effect through and including June 30, 2004, except for modifications as set forth in Article 19 of this Agreement.

This Agreement shall be ~~remain~~ in force and effect ~~from July 1, 2000 through June 30, 2003 except as modified by negotiations concluded as a result of Article 19, Completion of Meet and Negotiation:~~ **beyond June 30, 2004, subject to a request to modify, amend, or terminate this Agreement, at which time the parties agree to meet and negotiate a successor agreement.**



Don Roberts, President
CSEA Chapter 21

043003

Date



William Brinegar, Ed. D.
Assistant Superintendent HRD
Bonita Unified School District

4-30-03

Date

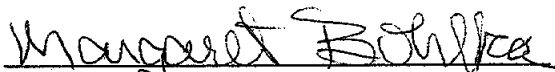
TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 21 – RECLASSIFICATION


- 21.1 Reclassification is the upgrading 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 employee. Reclassification is not the result of better or excellent performance of the same basic job duties and responsibilities.
- 21.2 **As the need arises, the District may create new positions through restructure or reclassification. The Association reserves the right to negotiate all negotiable issues regarding these new positions**
- 21.3 Whenever an employee, his/her supervisor, or the District believes that there has been a significant change in the regular duties and responsibilities which ~~he/she~~ **the bargaining unit member** is performing, any of the above may file a written request to reclassify such position with the **District** Assistant Superintendent, Human Resources Development on a form developed for such requests. **(copy of Reclassification Request Form, Appendix F).**
- 21.4 Such request shall be referred to a Reclassification Request Review Panel, which shall consist of ~~four~~ **five (5)** persons: The District's Assistant Superintendent, Human Resources Development, **or his designee**; management employee selected by the District; and ~~two~~ **three (3)** bargaining unit employees selected by the Association, none of whom occupy or lead the job(s) in question. ~~In the event of a tie vote, the Assistant Superintendent, Human Resources Department will make the determination relative to the reclassification.~~ **Determination relative to the reclassification shall be resolved by consensus or by super majority vote if consensus cannot be reached. Super majority shall be agreement by four of the five members on the panel.**
- 21.5 Such panel shall meet within ~~30~~ **ten (10)** calendar days of receipt of such request **by the District's Human Relations Development department** and may ~~receive information~~ **obtain additional** information from the requesting employee and any other sources that they deem appropriate.
- 21.6 Such panel shall, within thirty (30) working days of such meeting, ~~state in writing its decision whether to recommend to the Board that the employee should be~~

~~reclassified or not.~~ inform in writing of their decision and reasons for that decision. The panel's deliberations shall be confidential.

- 21.7 If a reclassification is recommended, and if the Board adopts such a recommendation, any change of pay resulting from such reclassification shall be ~~within 30 days of the panel's recommendation.~~ **date from the day on which the request is received in the Human Relations Development office.**
- 21.8 **If a reclassification is denied and/or the Board does not adopt such a reclassification, the employee shall have the right to appeal to the Superintendent for reconsideration.**
- 21.9 The decision of the panel is not subject to the grievance procedure.


Margaret Bohlka, President, Chapter 21

9-13-00
Date


William Brinegar, Ed.D., Director HRD
Bonita Unified School District

9-13-00
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
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BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 22 - MISCELLANEOUS PROVISIONS AND
CONTRACT RELATED DEFINITIONS- LAYOFF

22.1 Layoff - Notice of

The layoff notice period will be from May 30 until 45 days after the final State Budget Act is passed.

The effective date of layoff will be 30 days after service of layoff notice.

The District and Association will meet regarding the layoff at a mutually agreeable time to review any needed specifics regarding the layoff. Notice of layoff shall specify the reason(s) for the layoff and identify by name and classification the employee(s) destined for layoff.

22.1.1 Order of Layoff

Any layoff shall be effected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the number of hours an employee has been in a paid status in the class plus higher classes or seniority acquired under Section 21.21.

22.1.2 Bumping Rights

An employee laid off from his/her present class may bump into the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff.

22.1.3 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her re-employment rights under this Agreement.

22.1.5 Re-employment Rights

Laid-off persons are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff.

Their re-employment shall take precedence over any other type of employment, defined or undefined in this Agreement.

In addition, they shall have the right to apply for promotional positions within the filing period specified. An employee on a re-employment list shall be notified of promotional opportunities in accordance with the provisions of the Education Code.

22.1.6 Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employees' option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid re-employment list.

22.1.7 Notification of Re-employment Opening

Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening.

22.1.8 Employee Notification to District

Members of the bargaining unit shall notify the District of their intent to accept or refuse re-employment within five (5) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within ten (10) working days following receipt of the re-employment notice.

22.1.9 Re-employment in Highest Class

Employees shall be re-employed in the highest-rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

22.1.10 Improper Layoff

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

~~22.2.16 The District agrees to participate in a salary survey with the Association.~~

~~22.2.16.1 Comparative districts will be within a 10 mile radius of the district.
No more than ten (10) school districts will be used in the study.~~

~~22.2.16.2 The study will be initiated by three (3) CSEA unit members
selected by the Association President and three (3) management
employees selected by the Superintendent or his designee.~~

~~22.2.16.3 Release time shall be provided as needed for unit members
selected not to exceed three days each.~~

~~22.2.16.4 The results of the study shall be made available no later than May
1, 1996.~~

~~22.2.17 The District will incorporate Suspected Child Abuse Report form and
Statement of Child Care custodian as appendices.~~

Article 22.1.15 has been modified and incorporated into Article 7 - Leaves. Article 22.3 (Uniforms) and Article 22.4 (Tools) remain in full effect and become Article 24 Uniforms and Tools. Articles 22.2 (Physicals), 22.5 Restricted Positions) and 22.6 (Limited-Term Employees) will remain in full effect and become Article 25 -Miscellaneous Provisions and Contract Related Definitions.

Margaret Bohelka
Margaret Bohelka, President, Chapter 21

5-31-00
Date

William Brinegar
William Brinegar, Ed.D., Director HRD
Bonita Unified School District

5-31-00
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 22 – LAYOFF/REDUCTION IN HOURS

22.1 Layoff – Notice of

22.1.1 The layoff notice period will be from May 30 until 45 days after the final State Budget Act is passed.

22.1.2 The effective date of layoff will be 30 days after service of layoff notice. All notices to bargaining unit members regarding layoff/reduction in hours shall include notice of the bargaining unit member's reemployment and bumping rights.

22.1.3 The District and Association will meet and agree upon the need for reduction in hours in lieu of layoff of bargaining unit members.

~~The District and Association will meet regarding the layoff at a mutually agreeable time to review any needed specifics regarding the layoff. Notice of layoff shall specify the reason(s) for the lay off and identify by name and classification the employee(s) destined for layoff.~~

22.2 Joint Meeting

22.2.1 The District shall meet with the Association any time during the year when layoffs are anticipated to negotiate the effects of the proposed layoff. Such meeting shall take place within a reasonable amount of time but no less than ten (10) working days prior to any employee notices being sent.

22.2.2 When a reduction in hours is anticipated the District shall meet with the Association to negotiate the decision and effects of the proposed reductions. Such meeting shall take place within a reasonable amount of time but no less than ten (10) working days prior to any employee notices being sent.

22.2.3 Decisions to reduce bargaining unit member hours shall be made in accordance with the Education Code and established case law.

22.2.4 The District shall provide the Association with written details of the layoff/reduction in hours either at the joint meeting or before the joint meeting takes place.

22.3 Notice

22.3.1 The sequence of the annual employment notices shall be as follows:

- 22.3.1.1** Although the district is not obligated to do so, Reasonable Assurance letters may be sent to employees who work less than twelve (12) months. (Appendix ___) Receipt of a reasonable assurance letter does not exempt an employee from a subsequent lay-off or reduction in hours.
- 22.3.1.2** Should a layoff or reduction in hours become necessary the affected employees shall receive a notice of impending layoff, layoff notice or notice of reduction in hours. The employee shall receive a written layoff notice or notice of reduction in hours at least thirty (30) days prior to the effective date of the layoff or reduction in hours. The notice shall include information describing the employees' reemployment and displacement rights. (Appendix ___)
- 22.3.1.3** Should circumstances change and the layoff/reduction in hours not be necessary the employee shall receive a reinstatement letter. (Appendix ___)
- 22.3.1.4** If layoffs or reduction in hours become necessary during the course of the year the affected employees shall be notified in accordance with 22.3.1.2 above.

22.4 Order of Layoff

Any layoff shall be effected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the affected effected class plus higher classes shall be laid off first. Seniority shall be based on the number of hours an employee has been in paid status in the affected effected class plus higher classes or seniority acquired under Section 21.21 21.1 (Reclassification).

Example: A layoff occurs in a department and a Worker II who after calculation has 3,000 hours in that position and is the least senior person. Previously this person had worked 1,000 hours as a Worker III, therefore, the total seniority within the class is 4,000 hours. (Note: classified seniority is calculated in hours)

22.5 Bumping Rights

An employee laid off from his/her present class may bump into the next lowest class in which the employee has greatest seniority. ~~considering his/her seniority in the lower class and any higher classes.~~ Placement in the lower class will be determined by the total hours within this class and higher classes combined. The employee may continue to bump into lower classes to avoid layoff.

22.6 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her re-employment rights under this Agreement.

22.7 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire-date seniority, or if that be equal, then the determination shall be made by lot.

22.8 Re-employment Rights

Laid-off persons are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff.

Their re-employment shall take precedence over any other type of employment, defined or undefined in this Agreement.

In addition, they shall have the right to apply for promotional positions within the filing period specified. An employee on a re-employment list shall be notified of promotional opportunities in accordance with the provisions of the Education Code.

22.9 Voluntary Demotion or Voluntary Reduction in Hours

Employees who take demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid re-employment list.

22.10 Notification of Re-employment Opening

Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening.

22.11 Employee Notification to District

Members of the bargaining unit shall notify the District of their intent to accept or refuse re-employment within five (5) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within ten (10) working days following receipt of the re-employment notice.

22.12 Re-employment in Highest Class

Employees shall be re-employed in the highest-rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

22.13 Improper Layoff

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

22.14 Seniority During Involuntary Unpaid Status

Upon return to work, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays or other leave benefits.

22.15 Layoff and Re-employment Procedures

The District shall comply with the provisions of the Education Code Section 45114 when re-employing members of the bargaining unit after a layoff.

22.16 Layoff-Reinstatement from Service Retirement

The District shall comply with the provisions of the Education Code Section 4115 when reinstating a member of the bargaining unit from Layoff-Service Retirement.

22.17 Notice of Layoff Due to Expiration of Specially-Funded Program or Bona fide Reduction or Elimination of Service

The District shall comply with standards set in the Education Code Section 45117 when applicable in reducing services of members of the bargaining unit.

22.18 Family Care and Medical Leave Act.

The Bonita Unified School District will adhere to the provisions of the Family Care and Medical Leave Act.

Margaret Bohka
For CSEA Chapter 21

4-11-01
Date

W. B.
For Bonita Unified School District

4-11-01
Date

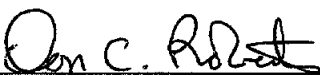
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TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
BONITA CHAPTER 21
and the
BONITA UNIFIED SCHOOL DISTRICT

Transportation Reduction in Hours-Agreement


District will reduce:

- Usual Special Education reduction in hours
- Lack of work generated by no half day kindergarten at Grace Miller and Gladstone (Affects three routes-elimination of 1 and reduction of 2)
- The agreed to reduction in hours from March 2003 sub-committee (1.5 hours from compact days)
- No other reduction in hours at this time
- Will not fill present driver in transportation vacancy
- Re-evaluate and rebuild routes to maximize as possible
- Routes available by contractual obligation dates
- If District is unable to schedule Dept. without filling vacancy:
 - Consult with drivers appointed by CSEA (2)
 - Confer with Association
- It is understood that if a driver bids a route of less time than their current hours of record they are taking a voluntary reduction in hours if a longer route was available.



For California School Employee Association
Bonita Chapter 21

080703
Date



For Bonita Unified School District

August 7, 2003
Date

RECEIVED

CSEA

California School Employees Association

JAN 13 2003

Bonita Union **HUMAN RESOURCES DEPT**

115 W. Allen Avenue, San Dimas, CA 91773
(909) 971-8320 ext. 5231, Fax (909) 592-4809

To: William Brinegar
From: Margaret Bohlka/Don Roberts
Date: January 7, 2003
Subject: Article 23 Transportation

In response to your memo of December 12, 2002 and as discussed in Negotiations on December 20, 2002, due to Article 19.1 we do not believe our contract allows us to negotiation Article 23 at this time. When the Classified Contract expires, CSEA will be interested in modifying and/or removing this language so that in the future we will be able to honor the district request to negotiate as issues arise. Also, CSEA believes that due to the interest based process of negotiations the need for this type of language is no longer necessary.

Thank you.

cc: CSEA Negotiating Team
Barbara Miller, LRR
Dr. Bob Otto

MEMORANDUM OF UNDERSTANDING
Between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S BONITA CHAPTER 21
And
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association (CSEA), Chapter 21 and the Bonita Unified School District agree to the following:

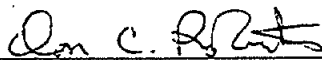
Compensation For Duties In A Higher Classification - Transportation Department

A driver hired in a specific classification that is trained, qualified and credentialed to perform duties of a higher classification shall be paid the rate of pay for the period they drive in the higher classification. The driver shall be compensated for service in the higher range at their current step. The duties performed shall include, but not be limited to, driving students on home to school routes and extra duty field and activity trips.

Drivers performing in this capacity shall indicate on their time card, in a manner evident to the Transportation Supervisor and Payroll Office, inclusive periods of time when they perform any duty requiring a different pay rate/classification that meets the intent of this agreement.

This agreement shall not be precedent setting for other out of class work assigned by the District.

This Memorandum shall be reviewed by CSEA Bonita Chapter 21 and the Bonita Unified School District at the beginning of 2003-2004 negotiations. If no changes are proposed, the revised article shall become part of the collective bargaining agreement between the two parties.



For California School Employees Association
Bonita Chapter 21

051302
Date



For Bonita Unified School District

5-13-02
Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association CSEA, Chapter 21 and the Bonita Unified School District agree to the following:

23.7 Transportation Video Taping

- 23.7.1. Video cameras shall only be used as needed or requested to confirm or disprove allegations of student misconduct on District buses.
- 23.7.2. Cameras may be placed on a bus by supervisor direction, driver request, site or district administrator request or parent request approved by site or District administrator.
- 23.7.3. All tapes shall be erased within two weeks unless needed for student disciplinary action. Tapes used in student disciplinary actions shall be treated as any other record in those actions.
- 23.7.4. Drivers shall receive prior notification and sign the usage log when a camera is placed on their bus. The usage log of cameras and tapes shall be maintained and posted in an employee accessible area in the transportation department.
- 23.7.5. Cameras and tapes shall be kept in locked storage when not in use.
- 23.7.6. The district may use the contents of a tape for employee discipline if the employee was previously notified that taping was taking place. Such tapes shall be subject to the two-week time limitation as set forth above.

This agreement is subject to ratification by the CSEA Chapter 21 membership and the Bonita Unified School District Board of Education .

Margaret Bohltz
For California School Employees Association
Bonita Chapter 21

11-30-99
Date

W. J. B.
For Bonita Unified School District

11-30-99
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

January 7, 1999

The parties have reached a tentative agreement on the following:

ARTICLE 23 — TRANSPORTATION

Definitions

For the purposes of this article, the following definitions apply:

ADDITIONAL WEEKLY ASSIGNMENT: Any trip that is two (2) or more days* until the day of the trip shall be treated as an additional regular weekly assignment.

* Two (2) days equal the first day the dispatcher is notified, if notice is received before noon, and the next day. The following are not counted as a day:

- 1) The actual day of the extra duty trip
- 2) Saturdays
- 3) Sundays
- 4) Holidays

ASSIGNMENT SHEET: A form listing any extra duty trips a driver has been assigned for the following week. The assignment sheets shall be distributed on Thursday by 2:00 p.m. before the week's assignments.

CONFIRMATION SHEETS: Small paper attached to the assignment sheet. This shall be completed by the driver and returned to the dispatch box. The sheets are due by Friday, following the distribution of the assignment sheets. Confirmation sheets not received by 1:00 p.m. Friday shall be considered turned back trips.

DISCRETION: Individual, careful judgment using identified criteria and discretionary triggers when making decisions for trip assignments (See 23.5.12 for triggers and criteria).

ELIGIBLE DRIVER: Next driver in line for assignment based on annual trip charts that is not currently assigned elsewhere and is available to drive.

EXTRA DUTY TRIP CHARTS: Posted charts designed to chart Weekday trip assignments and weekend trips, to be used as a guide with discretion (see 23.5.12 for discretionary triggers) to assist dispatch in distributing trip assignments equitably. This chart shall also be known as "The Bar Chart".

FIFTEEN-MINUTE RULE: Fifteen (15) minutes prior to the scheduled departure time, the bus needs to be at the pick-up site.

LAST MINUTE TRIPS: Trips that are received by the Dispatcher after the weekly assignments have been distributed on Thursday, and there are less than two (2) days until the day of the trip.

MISCELLANEOUS DUTY CHART: Used to track and assign all miscellaneous duties to eligible drivers. This chart shall also be known as "The Bar/Date Chart".

MISCELLANEOUS DUTIES: For purposes of the Bar/Date Miscellaneous Duty Chart, miscellaneous duties may consist of, but are not limited to parts runs, kindergarten runs, compact days and bus washing.

TURN BACK TRIPS: Trips that were originally assigned to a driver on their weekly assignment sheet that the driver declined to accept.

WEEKDAY FIELD TRIP CHECK CHART: Posted chart designed to chart last minute and extra duty trips assigned to drivers.

23.1 **Bidding of Bus Routes**

Bidding for regular and special education bus routes shall take place at the driver orientation meeting, which shall be held within two weeks prior to the first day of student attendance.

23.1.1 The district shall post regular bus routes and the current bus driver seniority list by August 15 of each year for review by bus drivers. The seniority list shall be current as of June 30 of the previous fiscal year.

23.1.2 Special Education routes may be posted on August 15, but no later than the morning of the driver orientation meeting. Bidding for Special Education routes shall take place before the end of the workday at the driver orientation meeting. Post-bidding changes in these routes shall be handled according to Article 4.5 of this agreement.

23.1.3 Bidding for bus routes shall be based on each driver's seniority, with the most senior driver selecting first and the remaining drivers in descending order of seniority. The bidding process shall continue in descending order of seniority until all routes are taken.

23.1.4 If a driver is going to be absent from the driver orientation meeting, he/she may bid by proxy. The driver shall notify the Director of Transportation in writing two (2) working days prior to bidding of his/her first three (3) choices in routes. Facsimiles and E-mail are acceptable as written notification. The director shall assign the route for the absent driver based on seniority and routes available. If no notice is made and the driver is not present at the bidding, the director shall choose on the driver's behalf.

23.2 **Bus Assignments**

Busses shall be assigned to drivers by the Director of Transportation and adjusted as necessary to match route and driver. Drivers shall be trained as appropriate.

23.3 Vacancies

Within ten (10) working days of receipt of notification of employee separation from service by the Human Resources department, bidding for vacancies shall take place. The bidding process shall begin with the most senior driver working the same number of hours as the vacancy selecting first, and then the remaining drivers in descending seniority order. When the need for exceptions occur, CSEA and the district shall meet to explore options.

23.4 Splits of thirty (30) minutes or less

Bus drivers shall be paid for all time between regular routes and mandatory assignments when the time is thirty (30) minutes or less (i.e., mandatory meetings, compact day). Drivers shall be paid for all time between regular p.m. routes and evening trips when the time is thirty (30) minutes or less. Drivers will perform regular duties during this time period.

23.5 Extra Duty Trip Assignments

- 23.5.1 Trip assignments shall be made on a descending order of seniority at the beginning of each school year. After one full rotation based on seniority, assignments shall be made by assigning the driver with the least amount of extra duty time recorded on the extra duty trip chart (bar chart or bar/date chart).
- 23.5.2 When trips are equal in time, they shall be assigned in the order they are received to the next drivers in line according to the extra duty charts.
- 23.5.3 When trips are received after the weekly assignments have been distributed to the drivers and there are more than two days before the scheduled trip, the trip shall be assigned to the driver with the lowest number of hours on the weekday field trip chart, who has indicated he/she is available by placing his/her name on the bottom of the board. A driver who does not meet the proficiency criteria outlined in Article 23.5.12.2 B., shall not be assigned or charged for the trip. Regular weekly assignment rules apply consistent with Article 23.5.5.
- 23.5.4 Trip assignments shall be charged for the duration of the trip excluding contracted hours. Contracted hours include A.M. Routes, P.M. Routes, Kindergarten or Compact Day routes.
- 23.5.5 Assignment sheets shall be distributed every Thursday. The driver may choose to accept or turn back the assignments. The driver shall be charged for all trips, accepted or turned back on the bar chart. Accepted trips are marked in black and turned back trips in red. The dispatch shall up-date the assignment chart at least once a week.
- 23.5.6 In the event two drivers show equal time on the chart, the driver with greater seniority shall be offered the trip first.
- 23.5.7 Drivers must be present for their contracted hours on Monday, Friday and one additional day during the week preceding a weekend assignment to be eligible for that assignment. This does not include time absent for the following reasons:

- Holidays, including Floating Holiday
- Pre-approved vacation
- Bereavement
- District Business

23.5.8 All weekend field trips whether assigned, turned back or last minute assignments, shall be charged, and charted to the original driver and any reassigned driver who chooses to turn them down or take the assignment. This procedure applies to assignments on Saturday, Sunday and Holidays.

23.5.9 Drivers shall not be issued a trip on a day or week they have been authorized to be off for ^a ~~a floating holiday, pre-approved vacation, district business or industrial accident leave~~ *[pre-approved leave as defined in Article 7 including, but not limited to,*

23.5.10 When returning to work after an industrial accident or worker's compensation leave, the driver shall be reinstated to the bar chart equal to the lowest number of hours on the chart. If returning from a vacation or leave of absence longer than one week, excluding winter break, the driver shall be reinstated at the highest number of hours on the chart.

23.5.11 A driver must notify the dispatcher by Wednesday 12:00 p.m. prior to the issuance of weekly assignments, that he/she will be involved in authorized District business during the week or weekend.

23.5.12 Trip assignments shall be made allowing the dispatcher the discretion necessary to allow the department to run in a smooth and efficient manner on a daily basis. However, discretion shall be exercised according to the following triggers and criteria:

23.5.12.1 Triggers for Discretion:

- A. Using the 15-minute rule, the bus needs to be at the pick up site fifteen (15) minutes prior to the scheduled departure time.
 1. If there is no driver available within the 15-minute rule, then the dispatcher may use discretion.
 2. The dispatcher, the Director of Transportation or substitutes may be assigned.
 3. The dispatcher shall not assign driver extra duty to him/herself without prior administrative approval.
- B. The dispatcher shall have time and distance discretion to determine how long it takes to get to the pick-up site within the 15-minute rule.

23.5.12.2 Criteria for Discretion:

- A. Home to School Route (HTSR)
- B. Proficiency
 1. Discretion is necessary to assign drivers who possess the necessary skills and demonstrate proficiency to carry out trips safely, as defined in HPH 82.7 and Title XIII of the California Vehicle code, including, but not limited to:

- a. Mountain Trips
- b. Trips requiring a 10-speed vehicle
- c. High traffic city trips
- d. Night driving
- e. Type of bus and/or equipment on bus

C. Bar Chart or Bar/Date Chart

D. Duration of trip determines order of assignment. When assigning several trips, the longest trip shall be assigned to the first eligible driver.

E. If the time frame for assigning the trip is short and conflicts with the Dispatcher's occasional driving assignment, then he/she may need to assign the trip immediately.

23.6 Assigning Turn Back Trips and Last Minute Trips

Trips turned back by drivers and trips received after trip assignments have been made shall be distributed as follows:

23.6.1 After the trips have been posted, drivers wishing to participate shall notify dispatch by 10:00 a.m. of the following day to indicate availability. Trips shall be issued within twenty-four (24) hours from the 10:00 a.m. time limit, subject to the dispatcher's driving schedule. If a last minute trip is scheduled before 10:00 a.m. the next day, then the assignment shall be made immediately when it is posted on the board.

23.6.2 Dispatch shall keep a driver assignment check chart in order of seniority. The first eligible driver shall be assigned the trip. If there are no eligible drivers available, any qualified person (including substitutes) may be asked in any order until a driver is found to take the assignment.

Margaret Bowler
For California School Employees Association
Bonita Chapter #21

1-7-99
Date

Louis M. Cornell
For Bonita Unified School District

1-7-99
Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

January 7, 1999

The parties have reached a tentative agreement on the following:

ARTICLE 23-TRANSPORTATION

Definitions

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- * Two (2) days equal the first day the dispatcher is notified, if notice is received before noon, and the next day. The following are not counted as a day:
- 1) The actual day of the extra duty trip
 - 2) Saturdays
 - 3) Sundays
 - 4) Holidays

ASSIGNMENT SHEET: A form listing any extra duty trips a driver has been assigned for the following week. The assignment sheets shall be distributed on Thursday by 2:00 p.m. before the week's assignments.

CONFIRMATION SHEETS: Small paper attached to the assignment sheet. This shall be completed by the driver and returned to the dispatch box. The sheets are due by Friday, following the distribution of the assignment sheets. Confirmation sheets not received by 1:00 p.m. Friday shall be considered turned back trips.

DISCRETION: Individual, careful judgment using identified criteria and discretionary triggers when making decisions for trip assignments (See 23.5.12 for triggers and criteria).

ELIGIBLE DRIVER: Next driver in line for assignment based on annual trip charts that is not currently assigned elsewhere and is available to drive.

EXTRA DUTY TRIP CHARTS: Posted charts designed to chart weekday trip assignments and weekend trips, to be used as a guide with discretion (see 23.5.12 for discretionary triggers) to assist dispatch in distributing trip assignments equitably. This chart shall also be known as "The Bar Chart."

FIFTEEN-MINUTE RULE: Fifteen (15) minutes prior to the scheduled departure time, the bus needs to be at the pick-up site.

LAST MINUTE TRIPS: Trips that are received by the Dispatcher after the weekly assignments have been distributed on Thursday, and there are less than two (2) days until the day of the trip.

MISCELLANEOUS DUTY CHART: Used to track and assign all miscellaneous duties to eligible drivers. This chart shall also be known as "The Bar/Date Chart."

MISCELLANEOUS DUTIES: For purposes of the Bar/Date Miscellaneous Duty Chart, miscellaneous duties may consist of, but are not limited to parts runs, kindergarten runs, compact days and bus washing.

TURN BACK TRIPS: Trips that were originally assigned to a driver on their weekly assignment sheet that the driver declined to accept.

WEEKDAY FIELD TRIP CHECK CHART: Posted chart designed to chart last minute and extra duty trips assigned to drivers.

23.1 Bidding of Bus Routes

Bidding for regular and special education bus routes shall take place at the driver orientation meeting, which shall be held within two weeks prior to the first day of student attendance.

23.1.1 The district shall post regular bus routes and the current bus driver seniority list by August 15 of each year for review by bus drivers. The seniority list shall be current as of June 30 of the previous fiscal year.

23.1.2 Special Education routes may be posted on August 15, but no later than the morning of the driver orientation meeting. Bidding for Special Education routes shall take place before the end of the workday at the driver orientation meeting. Post-bidding changes in these routes shall be handled according to Article 4.5 of this agreement.

23.1.3 Bidding for bus routes shall be based on each driver's seniority, with the most senior driver selecting first and the remaining drivers in descending order of seniority. The bidding process shall continue in descending order of seniority until all routes are taken.

23.1.4 If a driver is going to be absent from the driver orientation meeting, he/she may bid by proxy. The driver shall notify the Supervisor of Transportation in writing two (2) working days prior to bidding of his/her first three (3) choices in routes. Facsimiles and E-mail are acceptable as written notification. The Supervisor shall assign the route for the absent driver based on seniority and routes available. If no notice is made and the driver is not present at the bidding, the Supervisor shall choose on the driver's behalf.

23.2 Bus Assignments

Busses shall be assigned to drivers by the Supervisor of Transportation and adjusted as necessary to match route and driver. Drivers shall be trained as appropriate.

23.3 Vacancies

Within ten (10) working days of receipt of notification of employee separation from service by the Human Resources department, bidding for vacancies shall take place. The bidding process shall begin with the most senior driver working the same number of hours as the vacancy selecting first, and then the remaining drivers in descending seniority order. When the need for exceptions occurs, CSEA and the district shall meet to explore options.

23.4 Splits of Thirty (30) Minutes or Less

Bus drivers shall be paid for all time between regular routes and mandatory assignments when the time is thirty (30) minutes or less (i.e., mandatory meetings, compact day). Drivers shall be paid for all time between regular p.m. routes and evening trips when the time is thirty (30) minutes or less. Drivers will perform regular duties during this time period.

23.5 Extra Duty Trip Assignments

- 23.5.1 Trip assignments shall be made on a descending order of seniority at the beginning of each school year. After one full rotation based on seniority, assignments shall be made by assigning the driver with the least amount of extra duty time recorded on the extra duty trip chart (bar chart or bar/date chart).
- 23.5.2 When trips are equal in time, they shall be assigned in the order they are received to the next drivers in line according to the extra duty charts.
- 23.5.3 When trips are received after the weekly assignments have been distributed to the drivers and there are more than two days before the scheduled trip, the trip shall be assigned to the driver with the lowest number of hours on the weekday field trip chart, who has indicated he/she is available by placing his/her name on the bottom of the board. A driver who does not meet the proficiency criteria outlined in Article 23.5.12.2 B., shall not be assigned or charged for the trip. Regular weekly assignment rules apply consistent with Article 23.5.5.
- 23.5.4 Trip assignments shall be charged for the duration of the trip excluding contracted hours. Contracted hours include A.M. Routes, P.M. Routes, Kindergarten or Compact Day routes.
- 23.5.5 Assignment sheets shall be distributed every Thursday. The driver may choose to accept or turn back the assignments. The driver shall be charged for all trips, accepted or turned back on the bar chart. Accepted trips are marked in black and turned back trips in red. The dispatch shall update the assignment chart at least once a week.
- 23.5.6 In the event two drivers show equal time on the chart, the driver with greater seniority shall be offered the trip first.
- 23.5.7 Drivers must be present for their contracted hours on Monday, Friday and one additional day during the week preceding a weekend assignment to be eligible for that assignment. This does not include time absent for the following reasons:

- Holidays, including Floating Holiday
- Pre-approved vacation
- Bereavement
- District Business

23.5.8 All weekend field trips whether assigned, turned back or last minute assignments, shall be charged, and charted to the original driver and any reassigned driver who chooses to turn them down or take the assignment. This procedure applies to assignments on Saturday, Sunday and Holidays.

23.5.9 Drivers shall not be issued a trip on a day or week they have been authorized to be off for a pre-approved leave, including but not limited to, a floating holiday, pre-approved vacation, district business, or industrial accident.

23.5.10 When returning to work after an industrial accident or worker's compensation leave, the driver shall be reinstated to the bar chart equal to the lowest number of hours on the chart. If returning from a vacation or leave of absence longer than one week, excluding winter break, the driver shall be reinstated at the highest number of hours on the chart.

23.5.11 A driver must notify the dispatcher by Wednesday 12:00 p.m. prior to the issuance of weekly assignments, that he/she will be involved in authorized District business during the week or weekend.

23.5.12 Trip assignments shall be made allowing the dispatcher the discretion necessary to allow the department to run in a smooth and efficient manner on a daily basis. However, discretion shall be exercised according to the following triggers and criteria:

23.5.12.1 Triggers for Discretion:

A. Using the 15-minute rule, the bus needs to be at the pick up site fifteen (15) minutes prior to the scheduled departure time.

1. If there is no driver available within the 15-minute rule, then the dispatcher may use discretion.
2. The dispatcher, the Supervisor of Transportation or substitutes may be assigned.
3. The dispatcher shall not assign driver extra duty to him/herself without prior administrative approval.

B. The dispatcher shall have time and distance discretion to determine how long it takes to get to the pick-up site within the 15-minute rule.

23.5.12.2 Criteria for Discretion:

A. Home to School Route (HTSR)

B. Proficiency

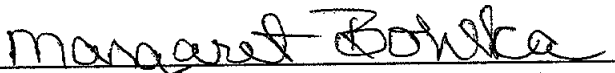
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 - e. Type of bus and/or equipment on bus
- C. Bar Chart or Bar/Date Chart
- D. Duration of trip determines order of assignment. When assigning several trips, the longest trip shall be assigned to the first eligible driver.
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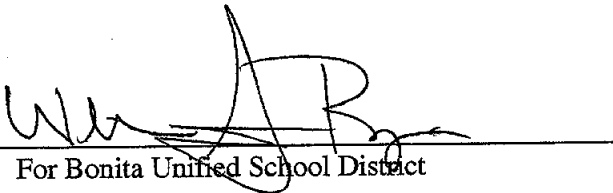
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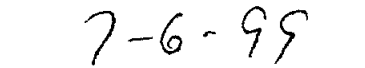
For California School Employees Association
Bonita Chapter #21



Date



For Bonita Unified School District



Date

TENTATIVE AGREEMENT
between
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BONITA CHAPTER 21
and
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Margaret Bowka

For California School Employees Association
Bonita Chapter #21

7-6-99

Date

W. J. R.

For Bonita Unified School District

7-6-99

Date

TENTATIVE AGREEMENT
between
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DAILY ASSIGNMENT/CONTRACTED HOURS: The bargaining unit member's duties as listed on the daily assignment sheet or as modified during that day by the supervisor.

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ELIGIBLE DRIVER: Next driver in line for assignment based on annual trip charts that is not currently assigned elsewhere and is available to drive.

EMERGENCY: A circumstance that is unavoidable for the bargaining unit member and cannot be transacted outside the daily assignment/contracted hours. The nature of such circumstance must: (1) not involve payment for the bargaining unit member's services or involve a profit motive, (2) be serious in nature, (3) involve circumstances the bargaining unit member could not reasonably be expected to disregard, and (4) require the attention of the bargaining unit member during his/her daily

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- B. The dispatcher shall have time and distance discretion to determine how long it takes to get to the pick-up site within the 15-minute rule.

23.5.12.2 Criteria for Discretion:

- A. Home to School Route (HTSR)
- B. Proficiency
 - 1. Discretion is necessary to assign drivers who possess the necessary skills and demonstrate proficiency to carry out trips safely, as defined in HPH 82.7 and Title XIII of the California Vehicle code, including, but not limited to:
 - a. Mountain Trips
 - b. Trips requiring a 10-speed vehicle
 - c. High traffic city trips
 - d. Night driving
 - e. Type of bus and/or equipment on busBar
- C. Chart or Bar/Date Chart
- D. Duration of trip determines order of assignment. When assigning several trips, the longest trip shall be assigned to the first eligible driver.
- E. If the time frame for assigning the trip is short and conflicts with the Dispatcher's occasional driving assignment, then he/she may need to assign the trip immediately.

23.6 Assigning Turn Back Trips and Last Minute Trips

Trips turned back by drivers and trips received after trip assignments have been made shall be distributed as follows:

23.6.1 After the trips have been posted, drivers wishing to participate shall notify dispatch by 10:00 a.m. of the following day to indicate availability. Trips shall be issued within twenty-four (24) hours from the 10:00 a.m. time limit, subject to the dispatcher's driving schedule. If a last minute trip is scheduled before 10:00 a.m. the next day, then the assignment shall be made immediately when it is posted on the board.

23.6.2 Dispatch shall keep a driver assignment check chart in order of seniority. The first eligible driver shall be assigned the trip. If there are no eligible drivers available, any qualified person (including substitutes) may be asked in any order until a driver is found to take the assignment.

Margaret Boheta

For California School Employees Association
Bonita Chapter 21

5-18-00

Date

W. J. B.

For Bonita Unified School District

5-18-00

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

May 20, 1999

The parties have reached a tentative agreement on the following:

ARTICLE 23 – TRANSPORTATION

23.5.9 Drivers shall not be issued a trip on a day or week they have been authorized to be off for a preapproved leave, including but not limited to, a floating holiday, preapproved vacation, district business, or industrial accident.

Margaret Boheta
For California School Employees Association
Bonita Chapter #21

5-20-99
Date

W. J. B.
For Bonita Unified School District

5-20-99
Date

MEMORANDUM OF UNDERSTANDING
Between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S BONITA CHAPTER 21
And
BONITA UNIFIED SCHOOL DISTRICT

The California School Employees Association (CSEA), Chapter 21 and the Bonita Unified School District agree to the following:

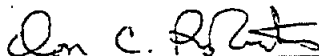
Compensation For Duties In A Higher Classification - Transportation Department

A driver hired in a specific classification that is trained, qualified and credentialed to perform duties of a higher classification shall be paid the rate of pay for the period they drive in the higher classification. The driver shall be compensated for service in the higher range at their current step. The duties performed shall include, but not be limited to, driving students on home to school routes and extra duty field and activity trips.

Drivers performing in this capacity shall indicate on their time card, in a manner evident to the Transportation Supervisor and Payroll Office, inclusive periods of time when they perform any duty requiring a different pay rate/classification that meets the intent of this agreement.

This agreement shall not be precedent setting for other out of class work assigned by the District.

This Memorandum shall be reviewed by CSEA Bonita Chapter 21 and the Bonita Unified School District at the beginning of 2003-2004 negotiations. If no changes are proposed, the revised article shall become part of the collective bargaining agreement between the two parties.



For California School Employees Association
Bonita Chapter 21

05/30/02
Date



For Bonita Unified School District

5/31/02
Date

TENTATIVE AGREEMENT
between the
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
AND ITS BONITA CHAPTER 21
and the
BONTIA UNIFIED SCHOOL DISTRICT

ARTICLE 23 – TRANSPORTATION

23.1 Definitions

For the purposes of this article, the following definitions apply:

23.1.1 ***Additional Weekly Assignment:*** Any trip that is two (2) or more days* until the day of the trip shall be treated as an additional regular weekly assignment.

Two (2) days equal the first day the dispatcher is notified, if notice is received before noon, and the next day. The following are not counted as a day: 1) the actual day of the extra duty trip 2) Saturdays 3) Sundays 4) Holidays.

23.1.2 ***Assignment Sheet:*** A form listing any extra duty trips a driver has been assigned for the following week. The assignment sheets shall be distributed on Thursday by 2:00 p.m. before the week's assignments.

23.1.3 ***Confirmation Sheets:*** Small paper attached to the assignment sheet. This shall be completed by the driver and returned to the dispatch box. The sheets are due by Friday, following the distribution of the assignment sheets. If confirmation sheets are not received by 1:00 p.m. Friday the assignment shall be considered a turned back trip.

23.1.4 ***Daily Assignment/Contracted Hours:*** The bargaining unit member's shall work during his/her hours as they appear and are agreed to on the Daily Assignment sheet using the following criteria but not limited to;

A. The bargaining unit member's work schedule as dictated by the District Calendar.

B. Modifications of any schools schedule on a given day.

C. Any matter as negotiated with CSEA.

D. The bargaining unit member's work schedule as modified during a day by mutual agreement between the employee and the supervisor.

~~duties as listed on the daily assignment sheet as modified during that day by the supervisor.~~

- 23.1.5 **Discretion:** Individual, careful judgment using identified criteria and discretionary triggers when making decisions for trip assignments (See 23.6.13.1 and 23.6.13.2 for triggers and criteria).
- 23.1.6 **Eligible Driver:** Next driver in line for assignment, based on annual trip charts, that is not currently assigned elsewhere and is available to drive.
- 23.1.7 **Emergency:** A circumstance that is unavoidable for the bargaining unit member and cannot be transacted outside the daily assignment/contracted hours. The nature of such circumstance must: (1) not involve payment for the bargaining unit member's services or involve a profit motive, (2) be serious in nature, (3) involve circumstances the bargaining unit member could not reasonably be expected to disregard, and (4) require the attention of the bargaining unit member during his/her daily assignment/contracted hours.
- 23.1.8 **Extra Duty Trip Charts:** Posted charts designed to chart weekday trip assignments and weekend trips, to be used as a guide with discretion (see 23.6.13.1 for discretionary triggers) to assist dispatch in distributing trip assignments equitably. These charts shall also be known as "The Bar Charts."
- 23.1.9 **Fifteen-Minute Rule:** Fifteen (15) minutes prior to the scheduled departure time the bus needs to be at the pick-up site.
- 23.1.10 **Last Minute Trips:** Trips that are received by the Dispatcher after the weekly assignments have been distributed on Thursday, and **when** there is less than two (2) days until the day of the trip.
- 23.1.11 **Miscellaneous Duty Chart:** Used to track and assign **ALL** ~~all~~ miscellaneous duties to eligible drivers. This chart shall also be known as "~~The Bar/Date Chart.~~"
- 23.1.12 **Miscellaneous Duties:** For purposes of the ~~Bar/Date~~ Miscellaneous Duty Chart, miscellaneous duties ~~may consist of, but are~~ **defined as, but not limited to, parts runs, kindergarten runs, compact days and bus washing, all extra duty (excluding the mail run) not marked on the weekly extra duty bar chart, weekend trip bar chart or the weekday field trip check chart.**
- 23.1.13 **Turn Back Trips:** Trips that were originally assigned to a driver on their weekly assignment sheet that the driver declined to accept. **These include trips that were not confirmed by submitting the confirmation sheet on Friday by 1:00 p.m.**
- 23.1.14 **Weekday Field Trip Check Chart:** Posted chart designed to chart last minute and extra duty trips assigned to drivers.
- 23.1.15 **Rescue Trip:** A trip performed with immediate notification to the driver performing the trip that requires emergency transportation of a group to and/or from a destination due to unforeseen circumstances, (including, but not limited to driver no-show, driver illness, mechanical failure, vehicle accident). A rescue trip may be performed in addition to a trip previously assigned.

23.2 Bidding of Bus Routes

Bidding for regular and special education bus routes shall take place at the driver orientation meeting, which shall be held within two weeks prior to the first day of student attendance may start two weeks prior to the driver orientation meeting and no later than the orientation meeting.

23.2.1 The District shall post regular bus routes and the current bus driver seniority list by August 15 of each year for review by bus drivers. The seniority hour's list shall be current as of June 30 of the previous fiscal year.

23.2.2 Special Education routes may be posted on August 15, but no later than the morning of the driver orientation meeting. Bidding for Special Education routes shall take place before the end of the workday at the driver orientation meeting. Post-bidding changes in these routes shall be handled according to Article 4.5 of this agreement.

23.2.3 Bidding for bus routes shall be based on each driver's seniority, with the most senior driver selecting first and the remaining drivers in descending order of seniority. The bidding process shall continue in descending order of seniority until all routes are taken. **If a driver cannot be reached then bidding will cease until he/she can be reached or until the driver orientation meeting.**

23.2.4 If a driver is going to be absent from not going to be available during the two (2) weeks prior to the driver orientation meeting, he/she may bid by proxy. The driver shall notify the Supervisor of Transportation in writing of his/her first three (3) choices in routes at least two (2) working days prior to bidding. of his/her first three (3) choices in routes. **A written bid, facsimiles and or e-mail are acceptable forms of written notification. At the driver orientation meeting the The Supervisor shall assign the route for the absent driver based on seniority and routes available. If no notice is made and the driver is not present at the bidding, the supervisor shall choose on the driver's behalf, based on the driver's assignment during the previous school year.**

23.2.5 The Supervisor of Transportation may contact drivers by phone to advise them of their time to bid. Any driver may bid verbally on the phone or may come into the office to bid. **If a driver comes into the office they shall be paid a maximum of thirty (30) minutes to bid. The thirty (30) minutes is considered part of the pre-school-year start preparation time.**

23.3 Bus Assignments

Busses shall be assigned to drivers by the Supervisor of Transportation and adjusted as necessary to match route and driver. Drivers shall be trained as appropriate.

23.4 Vacancies

Within ten (10) working days of receipt of notification of employee separation from service by the Human Resources Development, bidding for vacancies shall take place. The bidding process shall begin with the most senior driver working the same number of hours as the vacancy selecting first, and then the remaining drivers selecting in

descending seniority order. When the need for exceptions occurs, CSEA and the District shall meet to explore options.

23.5 Splits of Thirty (30) Minutes or Less

Bus drivers shall be paid for all time between regular routes and mandatory assignments when the time is thirty (30) minutes or less (i.e., mandatory meetings, compact day). Drivers shall be paid for all time between regular p.m. routes and evening trips when the time is thirty (30) minutes or less. Drivers will perform regular duties during this time period.

23.6 Extra Duty trip assignments

23.6.1 All drivers choosing to participate in extra duty shall sign up for extra duty at the time they bid for their routes.

23.6.2 Trip assignments shall be made on a descending order of seniority at the beginning of each school year. After one full rotation based on seniority, assignments shall be made by assigning the driver with the least amount of extra duty time recorded on the extra duty trip chart (bar chart) for **weekdays or weekends respectively.**

23.6.3 When trips are equal in time, they shall be assigned in the order they are received to the next drivers in line according to the extra duty **trip** charts.

23.6.4 When trips are received after weekly assignments have been distributed to the drivers and there are more than two days before the scheduled trip, the trip shall be assigned to the driver with the lowest number of hours on the weekday **field extra duty** trip chart, who has indicated he/she is available by placing his/her name on the bottom of the board. **The weekday field trip check chart shall be used for assigning trips received with less than two (2) days notice. A driver who does not meet the proficiency criteria outlined in Article 23.5.12.2 B 23.6.13.2 B., shall not be assigned or charged for the trip. Regular weekly assignment rules apply consistent with Article 23.6.2.**

23.6.5 Trip assignments shall be charged for the duration of the trip excluding contracted hours. Contracted hours include A.M. Routes, P.M. Routes, Kindergarten or Compact Day Routes.

23.6.6 Assignment sheets shall be distributed every Thursday by 2.00 p.m. **Using the attached confirmation sheet** ~~the~~ The driver may choose to accept or turn back the assignments. The driver shall be charged for all trips, accepted or turned back on the **extra duty trip chart (bar chart)**. Accepted trips are marked in black and turn-back trips in red. **Confirmation sheets shall be turned in by 1.00 p.m. on Friday.** The Dispatcher shall update the ~~assignment~~ **extra duty trip charts (bar charts)** at least once a week.

23.6.7 In the event two drivers show equal time on the chart, the driver with greater seniority shall be offered the trip first.

23.6.8 Drivers must be present for their daily assignment/contracted hours on Monday, Friday and one additional day during the week preceding a weekend assignment to be eligible for that assignment. This does not include time absent for the following reasons:

- Holidays, including Floating Holiday
- Pre-approved vacation
- Bereavement
- District Business
- Emergencies

23.6.9 ~~All~~ All weekend field trips whether assigned, turned back or last minute assignments, shall be charged and charted to the original driver and any reassigned driver who chooses to turn them down or take the assignment. This procedure applies to assignments on Saturday, Sunday, and Holidays, **with the exception of a rescue trip, which shall be charged to the miscellaneous duties chart.**

23.6.10 Drivers shall not be issued a trip on a day or week they have been authorized to be off for a pre-approved leave, including but not limited to, a floating holiday, pre-approved vacation, district business, or industrial accident.

23.6.11 When returning to work after an industrial accident/~~industrial illness or worker's compensation leave~~, the driver shall be reinstated to the weekday and weekend extra duty charts (bar charts) equal to the lowest ~~number of hours on the chart~~ **active participating driver's hours on the chart**. If returning from a vacation or leave of absence longer than one week, excluding winter break, the driver shall be reinstated at the highest ~~number of hours on the chart~~ **active participating driver's hours on the weekday and weekend extra duty charts (bar charts)**. Drivers who start the year on industrial accident/~~industrial illness~~ must sign up to participate in extra duty at the applicable time or they must enter the weekday and weekend extra duty charts (bar charts) as if they were returning from a regular leave of absence. Any driver signing up after the start of the school year or any new drivers hired shall commence at the highest active driver's hours on the weekday and weekend extra duty charts (bar charts).

23.6.12 A driver must notify the Dispatcher by Wednesday, 12:00 p.m. prior to the issuance of weekly assignments, that he/she will be involved in authorized district business during the week or weekend **to be excluded from being assigned work during the period they are performing district business.**

23.6.13 Trip assignments shall be made allowing the Dispatcher the discretion necessary to allow the department to run in a smooth and efficient manner on a daily basis. However, discretion shall be exercised according to the following triggers and criteria:

23.6.13.1 Triggers for Discretion

- A. Using the 15-minute rule, the bus needs to be at the pick up site fifteen (15) minutes prior to the scheduled departure time.

1. If there is no driver available within the 15-minute rule, then the Dispatcher may use discretion.
 2. The Dispatcher, the Supervisor of Transportation or substitutes may be assigned.
 3. The Dispatcher shall not assign driver extra duty to himself/herself without prior administrative approval.
- B. The Dispatcher shall have time and distance discretion to determine how long it takes to get to the pick-up site within the 15-minute rule.

23.6.13.2 Criteria for Discretion:

- A. Home to School Route (HTSR)
- B. Proficiency
 1. Discretion is necessary to assign drivers who possess the necessary skills and demonstrate proficiency to carry out trips safely, as defined in CHP 82.7 and Title XIII of the California Vehicle eCode, including, but not limited to:
 - a. Mountain Trips
 - b. Trips requiring a 10-speed vehicle
 - c. High traffic city trips
 - d. Night driving
 - e. Type of bus and/or equipment on the bus.
- C. ~~Chart or Bar/Date Chart~~ **weekday field trip chart, (Bar charts) weekend field trip chart, Check Chart, or Miscellaneous (Duties) Duty Chart.**
- D. Duration of trip determines order of assignment. When assigning several trips, the longest trip shall be assigned to the first eligible driver.
- E. If the time frame for assigning the trip is short and conflicts with the Dispatcher's occasional driving assignment, then her/she may need to assign the trip immediately.

23.6.14 Hours Violations.

A driver shall not be issued any trips that will put that driver's in hours violation of the CHP. 82.7.

23.7 Assigning Turn Back Trips and Last Minute Trips

Trips turned back by drivers and trips received after trip assignments have been made shall be ~~distributed~~ **assigned** as follows:

- 23.7.1 After the trips have been posted, drivers wishing to participate shall notify dispatch by 10:00 a.m. of the following day to indicate availability. Trips shall be issued within twenty-four (24) hours from the 10:00 a.m. time limit, subject to the dispatcher's driving schedule. If a last minute trip is scheduled before 10:00

a.m. the next day, then the assignment shall be made immediately when it is posted on the board.

23.7.2 **Once all drivers who placed their name on the board for a weekend trip have been assigned weekend trips, additional trips will be assigned first to those drivers already assigned a trip on that weekend. Assignments shall be based on the Weekend Extra Duty trip chart (Bar Chart). Trips shall be assigned to the drivers with the lowest number of hours.**

23.7.3 The Dispatcher shall keep a driver assignment check chart in order of seniority. The first eligible driver shall be assigned the trip. If there are no eligible drivers available, any qualified person (including substitutes) may be asked in any order until a driver is found to take the assignment.

Margaret Boullca

For California School Employees Association
Bonita Chapter 21

4-10-02

Date

Will R

For Bonita Unified School District

4-10-02

Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

Article 24 – Uniforms and Tools

24.1 Uniforms

The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems and cards ~~required by the District to be worn or used by bargaining unit employees~~ **requires bargaining unit members to wear or use.**

24.1.1 Campus Supervisors I and II

~~24.1.1.1-~~ **The District shall ~~continue to~~ provide five (5) complete wash and wear uniforms (five shirts, five pants/shorts, one belt and one jacket) for each Campus Supervisor I and II.**

~~24.1.1.2-~~ **The District shall ~~continue to~~ provide professional cleaning of all uniform items twice annually.**

~~24.1.1.3-~~ **In addition to the above, District shall provide professional cleaning of five shirts per week, per **Campus Supervisor I and II** employee.**

~~24.1.1.4-~~ **Employees are not obligated to participate in professional cleaning and may ~~continue to~~ launder uniforms shirts at home or alternate between the two methods of cleaning at any time.**

~~24.1.1.5-~~ **The Vendor, location and standard of cleaning will be determined by the District ~~and fully implemented by February 21, 1997.~~**

~~24.1.1.6-~~ **District shall notify all Campus Supervisors I and II of vendor and location in writing prior to the **beginning of each work year.****
~~February 21, 1997 implementation.~~

~~7-~~ **District will reimburse all Campus Supervisors I and II who have submitted receipts for professional cleaning to the District as of January 22, 1997**

24.2 Tools

The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit **employees members** for performance of employment duties. ~~22.1~~

Margaret Bohka
Margaret Bohka, President, Chapter 21

10-26-01
Date

William Brinegar
William Brinegar, Ed.D., Director HRD
Bonita Unified School District

10-26-01
Date

TENTATIVE AGREEMENT
Between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
And
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 25

MISCELLANEOUS PROVISIONS AND CONTRACT RELATED DEFINITIONS

The parties agree to move the following language from Article 22 to a new article, Article 25.

22.225.1 Physical Examination

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code 45122.

22.525.2 Restricted Positions

Members of the bargaining unit may be employed in restricted positions as long as the position is in compliance with Education Code 45108.

22.625.3 Limited-Term Employees


The District shall use the definition of limited-term employees as defined in the Education Code 45286, when employing limited or short-term employees. Limited or short-term employees are excluded from the present bargaining unit for the duration of this Agreement.

22.2.1725.4 Child Abuse


The District shall incorporate Suspected Child Abuse Report form and Statement of Child Care custodian as appendices.



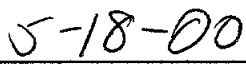
Margaret Bohilka, President, Chapter 21



Date



William Brinegar, Ed.D., Director HRD
Bonita Unified School District



Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

ARTICLE 26 - PROGRESSIVE DISCIPLINE

26.1. Progressive discipline is a series of fair, consistent and timely corrective steps, to improve employee performance through direct, honest and constructive communication. Discipline under this article will follow "cause" as outlined in Education Code 45113. Progressive discipline steps shall not be bypassed unless the serious nature of the offense warrants such action. Whether or not the nature of the offense was so serious as to require bypassing progressive discipline steps may be submitted to arbitration.

26.2. Discipline Steps

26.2.1. Verbal Counseling

Verbal counseling shall be done within a reasonable amount of time from when the supervisor first learns of the alleged infraction. The supervisor may complete a written conference summary within five days of the verbal counseling. The bargaining unit member shall be provided a copy of the conference summary. Conference summaries of verbal warnings shall not be placed in the unit member's personnel file.

26.2.2. Verbal Warning

Verbal warnings shall be given within ten (10) working days from when the supervisor first learns of the alleged infraction. The supervisor may complete a written conference summary within five days of the verbal warning. The bargaining unit member shall be provided a copy of the conference summary. Conference summaries of verbal warnings shall not be placed in the unit member's personnel file.

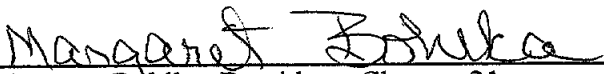
26.2.3. Written Warning

Subject to Article 26.1 above, a written warning shall not be used unless the bargaining unit member has been verbally warned about similar infractions within the last twenty-four (24) months. Written warnings shall be given within ten (10) working days from when the supervisor first learns of the alleged infraction. The bargaining unit member shall be provided a copy of the written warning. Written warnings shall not be placed in the unit member's personnel file.

26.2.4. Letter of Reprimand

Subject to 26.1 above a written reprimand shall not be used unless the bargaining unit member has received a written warning about similar infractions within the last twenty-four (24) months. Letters of reprimand shall be given within fifteen (15) working days from when the supervisor first learns of the alleged infraction. Letters of reprimand shall include the specific cause for the action and the policies, rules and regulations alleged to have been violated. Letters of reprimand shall include a plan for improvement and consequences for continued infractions. The bargaining unit member shall sign the reprimand to acknowledge receipt only. Letters of reprimand shall not be placed in the bargaining unit member's personnel file unless and until the bargaining unit member is given the opportunity to review the letter and respond. The bargaining unit member may prepare a written response within ten (10) working days of the date of receipt of the letter of reprimand. Such response shall be attached to the letter of reprimand before the letter is placed in the personnel file.


- 26.3. Actions for cause beyond a letter of reprimand including, but not limited to, suspension and termination will be conducted in accordance with Education Code Sections 45113 and 45116.



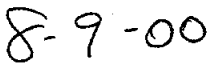
Margaret Bohlka, President, Chapter 21



Date



William Brinegar, Ed.D., Director HRD
Bonita Unified School District



Date

TENTATIVE AGREEMENT
between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21
and
BONITA UNIFIED SCHOOL DISTRICT

~~6.5 NOTICE OF JOB VACANCIES~~

- ~~6.5.1 A notice of all positions which are declared vacant shall be posted in each school, work site, and at the District's Human Resources office for no less than five (5) working days. A copy of such notice shall be sent to the Association at the time of posting.~~
- ~~6.5.2 The job vacancy notice shall contain the job title, a brief description of the position and duties, the minimum qualifications, location, salary, and other pertinent information.~~
- ~~6.5.3 Employees on leave or holding positions of less than twelve (12) months may request notification by the Human Resources office when vacancies occur during periods they are not on duty.~~
- ~~6.5.4 Bargaining unit employees who apply and meet the announced position specifications shall be interviewed and considered for the position.~~
- ~~6.5.5 Members who are interviewed shall be notified regarding the disposition of their applications for the stated positions. Issues arising out of the exercise of the District's discretion in making employees requested transfers, district initiated transfers, or in the member application selection process, including the facts underlying the District's exercise of such discretion shall not be subject to the grievance procedure.~~

Article 27 - Job Vacancies and Promotions

- 27.1 A notice of all positions which are declared vacant shall be posted in each school, work site, and at the District's Human Resources office for no less than five (5) working days. A copy of such notice shall be sent to the Association at the time of posting.
- 27.2 The job vacancy notice shall contain the job title, a brief description of the position and duties, the minimum qualifications, location, salary, and other pertinent information.
- 27.3 **Employees Bargaining unit members** on leave or holding positions of less than twelve (12) months may request notification by the Human Resources office when vacancies occur during periods they are not on duty.
- 27.4 **Bargaining unit employees members** who apply and meet the announced position specifications shall be interviewed and considered for the position.

- 27.5 **Bargaining unit members** who are interviewed shall be notified regarding the disposition of their applications for the stated positions. Issues arising out of the exercise of the District's discretion in making employees requested transfers, district initiated transfers, or in the member application selection process, including the facts underlying the District's exercise of such discretion shall not be subject to the grievance procedure.
- 27.6 **Promoted bargaining unit members shall retain permanency within the district and shall retain seniority rights to the vacated position classification. Promoted bargaining unit members shall have six months' probation in the new position. The bargaining unit member or manager may initiate a return to the position classification vacated at promotion at any time during the six-month probationary period. However, by mutual agreement between the bargaining unit member and the District, the bargaining unit member may move to another vacant position within a classification of equal or greater pay than the position vacated when the bargaining unit member was promoted.**

Margaret Bohka
For CSEA Bonita Chapter 21

11-22-00
Date

W. J. Bo-
For Bonita Unified School District

11-22-00
Date

RECEIVED

FEB 24 2003

TENTATIVE AGREEMENT
Between
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS BONITA CHAPTER 21

HUMAN RESOURCES DEPT

And
BONITA UNIFIED SCHOOL DISTRICT

Article 28 - VOLUNTEERS

28.1 Intent

The intent of this Article is to clarify and define the use of volunteers at the Bonita Unified School District. Both the District and the Association recognize the value of parent and community involvement in the functioning of the District, including the use of volunteers. It is our mutual intent to provide a strong sense of security for the classified staff, to abide by Board Policy and the Collective Bargaining Agreement while providing useful projects for volunteers that are implemented in a safe, effective and legal manner. The encouragement and utilization of volunteers is not intended to supplant, reduce, or transfer bargaining unit work. Volunteers shall not be used to displace regularly authorized school personnel (EC 35021).

28.2 The Site Improvement/Work Party Proposal form shall be submitted for prior approval of work party projects. Proper safety measures shall be adhered to at all times. All volunteers will make a good faith effort to comply with safe working practices while in the performance of these activities. Every effort shall be made to protect surrounding school district property.



For California School Employees Association
Bonita Chapter 21

052202

Date



For Bonita Unified School District

5-22-02

Date

BONITA UNIFIED SCHOOL DISTRICT
SITE IMPROVEMENT/WORK PARTY PROPOSAL

SCHOOL SITE _____ DATE SUBMITTED _____

This form should be reviewed and approved by the Business Office, Maintenance, and CSEA 4 weeks prior to project implementation.

Proposed Activity/Improvement (describe in detail and provide a **timeline**). Provide sketches or plans if construction/remodeling or big project. _____

Project Cost: _____ Funding Sources: _____ Cost To District: _____

Who will do the work? If the work is to be done by outside vendors, including parent volunteers, they must be approved by the business office and provide all required Certificates of Insurance, Licenses and Bonding.

All materials and equipment to be used on the project must meet District standards and be approved by the Business Office and the Maintenance, Operations and Facilities Department or other assigned supervisors to the project. List materials and equipment.

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |

Please indicate how student safety will be maintained and/or building security not compromised: _____

REQUIRED SIGNATURES FOR APPROVAL

Submitted by: _____ Site Principal: _____

Business Office: _____

Maintenance, Operations and Facilities Office: _____

Assigned work project supervisor (if applicable): _____

CSEA Approval: _____

COMPLAINTS REGARDING DISTRICT EMPLOYEES

Many concerns and complaints are resolved when the complainant discusses the problem with the District employee who is the subject of the complaint.

The procedures which follow provide an opportunity for a complainant to report a complaint about a District employee to someone other than the person who is the subject of the complaint and to receive a response or decision.

1. An oral/written complaint is to be initiated with the person who supervises the employee. The employee who is the subject of a complaint shall be informed of the complaint and be given an opportunity to respond to his/her supervisor. The supervisor has the responsibility to conduct any necessary investigations and to respond to the complainant filing the complaint within a reasonable time. The supervisor shall determine the most effective means of response.
2. If the complainant wishes to appeal the response/decision of the immediate supervisor of the employee, he/she shall direct the oral/written complaint to the office of the Assistant Superintendent - Human Resources Development or designee with a request for a review of the response/decision. The person against whom the complaint is filed shall be informed of the appeal and be given an opportunity to respond. The response/decision shall be made within a reasonable time.
3. If the complainant is not satisfied with the decision of the Assistant Superintendent - Human Resources or designee and wishes to appeal the decision of the Assistant Superintendent - Human Resources Development or designee, he/she shall direct the oral/written complaint to the Office of the Superintendent of schools with a request for a review of the response/ decision. The person who is the subject of such a complaint shall be notified and be given the opportunity to respond. The response/decision shall be made within a reasonable time.
4. If the complainant wishes to appeal the response/ decision of the Superintendent, he/she shall do so by requesting an opportunity to address the Board in closed session. The employee who is the subject of the complaint shall be informed of this action and be informed of this action and be given the opportunity to attend the session. The response decision of the Board shall be made within a reasonable time.

These Administrative Regulations shall be reviewed annually by the Board.

POLICY

BONITA UNIFIED
School District

VOLUNTEER ASSISTANCE

The wealth of experience available in the community is a resource that should be used in appropriate ways to enrich the educational program and strengthen our schools' relationships with parents, families, businesses, public agencies, and private institutions. The Board encourages parents/guardians and other members of the community to share their time, knowledge and abilities with our students.

The Superintendent may authorize the use of volunteers. The Superintendent shall establish regulations to protect the safety of both students and volunteers.

Volunteers shall act in accordance with district policies and regulations which are applicable to employees.

Legal Reference:**EDUCATION CODE**

35021 Volunteer aides

45125 Fingerprinting requirements

45347 Instructional aides as classified employees

45349 Examination for tuberculosis

REGULATION

1240.1

BONITA UNIFIED
School District

VOLUNTEER ASSISTANCE

Volunteers shall work with students under the immediate supervision of certificated employees. (Education Code 35021)

Liability for injury while serving as a volunteer is the primary responsibility of the volunteer.

Volunteers shall not be used to displace regularly authorized school personnel. (Education Code 35021)

Athletic coaching volunteers who regularly perform volunteer service with or around students shall:

1. Meet certification requirements.
2. Provide evidence that they are free from active tuberculosis.
3. Provide fingerprint verification and clearance.
4. Complete the district volunteer information form.
5. File a loyalty oath pursuant to Government Code 3100 et seq.

Volunteers serving as instructional aides shall:

1. Fulfill the tuberculosis testing and fingerprinting qualifications for criminal record clearance required of all instructional aides. Volunteer instructional aides used for less than a school year's time are exempted from the fingerprinting requirement. (Education Code 45125, 45347, 45349, 49406)
2. Volunteers shall act in accordance with district policies and regulations.
3. Volunteers shall complete the district Volunteer Information Form.

This policy does not apply to activities sponsored by school-connected organizations.

(cf. 1230 - School-Connected Organizations)

BONITA UNIFIED SCHOOL DISTRICT SCHOOL VOLUNTEER APPLICATION

Volunteers are encouraged and welcomed in the Bonita Unified School District. To ensure the well being and safety of the volunteer as well as students, please complete the following information. When completed please Return it to the principal at the school site where you intend to volunteer.

Name _____

Address _____

Telephone _____
Home Work

Social Security Number _____

Employer _____

Driver's License Number _____ Date of Expiration _____

Have you ever been convicted of a felony? _____ If yes, explain: _____

Please identify the school where you plan to volunteer:

School

PERSONAL LIABILITY

I, _____ agree to comply with all district rules, standards and expectations. I acknowledge that I will be held liable for inappropriate behavior and misconduct. I further realize that I am not an employee or independent contractor of the Bonita Unified School District and I will not be financially compensated for my volunteer activities. I recognize and understand that in performing volunteer services directly with students that I am authorized to do so only while in the presence and direct supervision of certificated personnel.

Signature of Volunteer

Date

Principal/Designee

Approved for Processing

REQUIREMENTS:

Mantoux TB Test / / Completed & Verified by _____ Date _____

TEMPORARY MODIFIED/LIGHT-DUTY ASSIGNMENT

The Governing Board recognizes that when employees suffer work-related injuries, modified or light-duty assignments minimize lost time and may serve to facilitate the transition back to the employee's regular duties or full-time work. Whenever possible and feasible, the Superintendent or designee shall offer such employees this kind of temporary assignment.

Modified or light-duty assignments shall be designed to accommodate medical restrictions specified by the employee's physician. They may include work in the same job classification or a different job classification at the employee's regular salary rate.

Modified or light-duty assignments are intended to address short-term medical restrictions and will normally extend for less than eight weeks' duration. These assignments shall not be used as a means to establish new assignments or displace other employees.

Legal Reference:**EDUCATION CODE:****44984 Required rules for industrial accident and illness leave****45192 Industrial accident and illness leave for classified employees**

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(cf. 1230 - School-Connected Organizations)

EARLY RETIREMENT INCENTIVE

The Bonita Unified School District wishes to recognize and reward employees who have provided long-term continuous service to the district by offering an early retirement incentive.

To be eligible for the early retirement incentive employee shall have served in the District a minimum of ten years of continuous service (full or part-time) and shall be at least 55 years of age. Full time employees shall be eligible to receive \$2,000.00 in March of the fiscal year following retirement. The \$2,000.00 incentive shall be paid once annually until age 65 when the incentive terminates. Part-time employees shall receive a pro rata share based on the percentage of full time. Percentage of this shall be based on the average of the preceding three years.

References: Government Code 53216
 Government Code 53217

AGREEMENT

EARLY RETIREMENT INCENTIVE

THIS AGREEMENT, made and entered into this ____ day of _____, 19 ____, by and between Bonita Unified School District of Los Angeles County, hereinafter referred to as DISTRICT, and _____, hereinafter referred to as EMPLOYEE.

WITNESSETH:

WHEREAS, Government Code Section 53216 authorizes school districts to provide employees with a supplemental retirement plan, and

WHEREAS, Government Code Section 53217 authorizes school districts to contribute its funds to supplemental retirement programs; and

WHEREAS, EMPLOYEE is interested in supplemental retirement benefits; and

WHEREAS, DISTRICT wishes to provide supplemental retirement benefits to its employees,

NOW THEREFORE, BE IT AGREED as follows:

1. Year is defined as fiscal year commencing on July 1 and ending June 30.
2. EMPLOYEE agrees to retire from DISTRICT'S employment effective _____, hereinafter referred to as effective date of retirement.
Retirement is defined as EMPLOYEE'S resignation from the DISTRICT and EMPLOYEE acknowledges forfeiture of any right or expectancy to continue employment by the DISTRICT.
3. In consideration of services rendered to DISTRICT by EMPLOYEE, and EMPLOYEE'S RETIREMENT UNDER DISTRICT'S Early Retirement Incentive (ERI), incorporated by reference herein as though fully set forth, DISTRICT agrees to pay EMPLOYEE \$ _____ per year for _____ years under the ERI beginning March 1 following the effective date of retirement.
The Early Retirement Incentive benefit shall be payable \$ _____ annually on March 1 of each year for _____ years until EMPLOYEE reaches the age of 65, with no beneficiary or survivor benefits.

4. EMPLOYEE is not required to perform any duties after effective date of retirement, but may voluntarily perform substitute service pursuant to regulations of STRS or PERS.
5. EMPLOYEE shall keep DISTRICT advised as to the address and telephone number at which EMPLOYEE may be contacted. EMPLOYEE relieves DISTRICT from any liability for payments lost or otherwise not received as a result of not notifying DISTRICT of any changes in address or phone number. EMPLOYEE shall notify DISTRICT annually, in writing, prior to April 1 of each year as to the desire of EMPLOYEE to continue ERI benefits for the following year. DISTRICT shall provide a request for notification by certified mail to the last known address of the employee at least ninety (90) calendar days prior to April 1 of each year. If EMPLOYEE does not provide, in writing, by April 1, notification of the desire to continue ERI benefits for the following year, this Agreement shall be deemed void and the DISTRICT shall have no further obligation to provide ERI benefits.
6. Until DISTRICT receives written proof that STRS or PERS has accepted EMPLOYEE'S retirement, neither party shall have any obligation under this Agreement. If such proof is not received by DISTRICT prior to or within twelve (12) months (exceptions granted at sole discretion of the Board of Trustees) following the date of executive of this Agreement, this Agreement shall be deemed void and neither party shall be deemed liable because of actions taken by other party in reliance on this Agreement's becoming effective.

This Agreement shall be deemed void and the DISTRICT shall have no further obligation to provide ERI benefits in the event EMPLOYEE returns to the STRS or PERS System and recommences contribution to the STRS or PERS retirement fund.
7. This agreement may not be amended without the written approval of both parties. This Agreement is the sole agreement between DISTRICT and EMPLOYEE and there is no other written or oral representations or agreements between the parties and no written or oral representations by anyone else shall have any force or effect without written approval of both parties.

8. Payments due under the ERI may not be assigned by EMPLOYEE and any such assignment will automatically be deemed void and without force or effect.
9. DISTRICT may, at its option, contract with an independent third party to administer the ERI.
10. DISTRICT will provide EMPLOYEE appropriate documentation (IRS Form 1099) for tax purposes.
11. DISTRICT has no responsibility to advise EMPLOYEE with respect to the tax consequences of participation in the ERI and EMPLOYEE is encouraged to consult with a tax advisor prior to electing to participate in the ERI,

IN WITNESS WHEREOF, the parties hereto have set their hand this day, month, and year first above written.

BONITA UNIFIED SCHOOL DISTRICT of
 Los Angeles County, California
 San Dimas, CA 91773
 (909) 599-6787

 Peter M. Schiff
 Assistant Superintendent
 Business Services

 Date

 Employee Signature

 Date

 Address

 City, State, Zip Code
 ()

 Telephone Number