

CHANGES TO CONTRACT LANGUAGE BASED ON
TENTATIVE AGREEMENT OF AUGUST 4, 2009
BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 157,
AND HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

The bargaining teams of the Huntington Beach Union High School District and the California School Employees Association, Chapter 157, have reached a tentative agreement which CSEA agrees to recommend to its constituency for ratification. The following language reflects the changes to the current contract.

Article 4: Definitions – Glossary of Terms – New Definition

“Immediate Administrator” ~~Administrator, Immediate~~ – A member of the District’s management team who has immediate jurisdiction over an employee or said member’s designee.

“Immediate Supervisor” – A person occupying a position who assigns, checks, and/or supervisors the work of a given employee.

Article 5: Association Rights

5.1 The Association shall have the following rights and/or privileges as specified below and/or as specified in any other portion of this Agreement

5.1.1 (Moved from 14.17.1)

On a fiscal year basis, CSEA shall be provided with seventy-five (75) days of leave with pay and ten (10) days of leave without pay for CSEA business. The CSEA president shall notify the District of CSEA’s intent to utilize this leave.

Article 10: Transfer

10.3 Unit Member Initiated Transfer Requests - A unit member who has attained permanency in his or her classification and is covered by this Agreement shall have the right of requesting a transfer to any job site within the same position classification, subject to the following conditions:

10.3.1 Submission of a Request for Transfer on the Appropriate District Form -

Transfer requests shall be submitted to the Director of Classified Personnel. The unit member is encouraged to discuss and provide a copy of the transfer request to his/her supervisor. All requests shall automatically become null and void on ~~October 1~~ **July 1** of each year, ~~and shall be returned to the employee.~~ Nothing in this section shall be construed to prohibit unit members from submitting transfer requests at any time during the course of the year.

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Article 12: Salaries

12.1 CSEA and the District agree to the following:

12.1.1 For the 2009-10 fiscal year – Effective July 1, 2009, the salary schedule will revert back to the 2007-08 salary schedule and the increase will be 0 percent.

12.1.2 For the 2010-11 fiscal year – Salary increase will be 0 percent.

12.4 Overtime Compensation - Except as provided herein, approved overtime worked will be compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

12.4.1 Compensation for approved overtime worked may be in the form of compensatory time off upon prior agreement of the unit member and the immediate administrator or designee subject to the following:

12.4.1.1 The unit member and the immediate administrator or designee will agree to this form of compensation prior to the working of overtime.

12.4.1.2 Compensatory time will equal one and one-half (1-1/2) hours for each approved overtime hour worked.

12.4.1.3 Compensatory time off shall be taken at a time mutually acceptable to the immediate administrator and the unit member subject to 12.4.1.4.

12.4.1.4 Compensatory time not utilized within a 90-day period, **or by the end of a fiscal year, whichever comes first**, shall be reported to the Payroll Department through standard District channels and will be compensated for as regular overtime worked (pursuant to 12.4 above).

12.7 Call In/Call Back – If a unit member is called to **for an unscheduled** return to work after his/her **normal** regularly assigned **time** hours, he/she shall be compensated at the **appropriate overtime** rate for a minimum of two (2) hours.

12.10 Working Out of Class - A regular employee ~~who is assigned~~ **required** to work out of **in a higher** classification **for a day or more** to perform duties of a higher classification shall **receive the higher pay rate for the entire period the employee is required to work out of classification.** ~~be compensated at the first step of the salary range for the higher classification or the equivalent to a one-step increment, whichever is higher but not greater than the maximum for the classification.~~

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12.11 Professional Growth - All permanent classified employees who have been employed for a minimum of one continuous year qualify for participation in the Professional Growth Program. A copy of the Professional Growth Program is available in the Classified Personnel Office.

12.11.1 Eligible employees who have earned ten (10) approved growth points shall receive a growth award in the amount of \$750, payable in a lump sum. Professional growth payments may be received yearly. The maximum number of professional growth awards available to an employee is ~~five (5)~~ **seven (7)**. **A committee of two (2) members appointed by CSEA and the Director of Classified will review the guidelines for Professional Growth.**

Article 13: Fringe Benefits

13.1 ~~The 2005-2006 health benefits plan shall be maintained and fully funded by the District for the 2006-2007, 2007-2008, and the 2008-2009 school years. The health and welfare plans shall be fully funded by the District for the 2009-2010 fiscal year for benefit eligible unit members and their eligible dependents. The health and welfare plans include a composite Anthem/Blue Cross POS medical plan, dental, vision, life, accidental death and dismemberment and long term disability.~~

In order to maintain the current benefit level, should the 2010-2011 renewal rate to the premium be above 10.0 percent, the district and CSEA agree to review RFP/quotes to keep health care premiums down.

Brief summaries of the fringe benefit plans for the term of this agreement are contained in Appendix C.

13.1.1 Eligible dependents under this Article are defined in the "Service Agreement" between the district and each benefit carrier and are available in the Insurance department for review by any employee.

~~13.2 During the term(s) of the agreement, the District shall continue to provide dental and vision plans through SCEET.~~

13.3 2 During the term of the agreement, the District and CSEA agree to continue to meet quarterly to discuss common interests and issues related to the health benefits program. The District shall provide health benefits data including but not limited to:

13.3 2.1 Utilization **reports and updates**

13.3 2.2 Financial data related to health premiums

~~13.3.3 Health Net rates and updates~~

~~13.3.4 Option of entering an Employer-Employee Health Trust~~

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13.3 ~~2.53~~ Other health coverage issues

~~13.4~~ **13.3** The District and CSEA commit to work jointly to educate our members on the most cost effective usage of our health benefits plan.

13.4 An updated benefit plan summary will be provided to each benefit eligible unit member at the time of hire or by October 1 of each year.

~~13.5~~ The annual benefit limit for dental benefit coverage shall be increased from \$1,875 to \$2,000 per eligible member, which shall include an increase of one (1) additional cleaning per year for a total of three (3) cleanings per year.

~~13.6~~ **13.5** A unit member who works thirty (30) or more regularly assigned hours per week shall be considered as eligible to receive the full District fringe benefit contribution, health and welfare plans outlined in Section 13.1 of this Article.

13.6 **5.1** Continued eligibility is dependent upon continued employment at thirty (30) or more regularly assigned hours per week; however, when a unit member's hours are involuntarily reduced to less than thirty (30) hours per week he/she shall continue to receive **current** the fringe benefits package during the remainder of the school work year or no less than three (3) months, whichever is greater.

13.5.1
revised
language
8/25/09

13.6 **5.2** Fringe benefit coverage shall terminate on the last day of the calendar month in which the unit member terminates employment with the District.

13.7.6 Health and Accident Insurance Upon Retirement

13.7.6.1 Entitlement – A unit member who attains age 55 and retires from active service under the State Retirement System provisions after (15) years of full-time continuous service* (see 13.6.2) in one or more of the public school districts within the boundaries of the District shall be entitled to the health and benefit package offered to active employees and eligible dependents in Section 13.1 of this Article, dental and vision insurance benefits coverage for him/her and his/her dependents, subject to the conditions and provisions of the District's insurance program; the District shall provide for the retired unit member and dependents Health Insurance Program, dental and vision coverage until the end of the month in which the retiree reaches age 65 or until the retiree becomes Medicare eligible. Retirees who reach the age of 65 may be eligible to purchase the District's health insurance program.

13.7.6.1
Corrected
and revised
language
9/2/09

Effective July 1, 2013, early retirees will be eligible for the benefit plan at the in-state rate. Any out-of-state retiree will pay the difference for our out-of-state rate. (Applies to employees who retire on or after July 1, 2013.)

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Corrected 9.1.09

13.6.2
Corrected
09/01/2009

13.6.2 *"Full-time continuous service" as used in this section shall mean a unit member who for ten (10) of the fifteen (15) years' service requirement qualified for District fringe benefit contribution. "Fifteen (15) years of full-time continuous service," as used in this sub-section shall be construed to include periods of prior District service that were interrupted by an employee resignation, provided said employee was reinstated to, and accepted the first bona fide offer of reinstatement by the District after employee resignation. ~~The dependent coverage described herein shall terminate at the end of any school year in which the District retired unit member becomes deceased.~~

~~13.8 Dental benefits cover employees and their eligible dependents. Beginning November 1, 1995 the self funded District dental benefits program will be administered by Delta Dental of California. Once employees have satisfied their deductible requirements, the level of payment will be 80 percent of the fees as referenced in the Delta Dental Premier Plan. This percentage increases 10 percent each year, up to a maximum of 100 percent, for each employee and dependent provided that person has received preventative services each year. New employees and their eligible dependents will receive the dental benefits described above under the following schedule when they have met the requirements of the plan:~~

~~1st year of service — 80 percent
2nd year of service — 90 percent
3rd year of service — 100 percent~~

~~The annual benefit limit shall be \$2,000 per eligible member. Commencing December 1, 1988 an annual deductible shall be \$50 per member and \$100 per family.~~

~~— The orthodontic benefit is payable at 50 percent of the covered fees and limited to a lifetime maximum of \$625. There is no deductible before orthodontic benefits are payable.~~

~~Beginning January 1, 1999 the Delta Dental PPO Plan will be implemented to save costs to the fringe benefit plan while maintaining the current level of benefits. The \$50 annual deductible will be waived for those who use the PPO plan.~~

~~13.9 Vision benefits cover employees and their eligible dependents. Beginning November 1, 2005, the District shall improve the current VSP Value Plan to the VSP Signature Plan.~~

~~13.10 The District shall provide a Long Term Disability plan. The coverage maximum shall be 66 2/3 percent of the first \$7,500 of basic monthly salary.~~

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- ~~13.11 The Life Insurance plan shall be continued as was in force on November 1, 2006. Dependent coverage is available through payroll deduction.~~
- ~~13.12 A copy of the master policies and summaries of the plans shall be provided the Association upon request.~~
- ~~13.13 The District provides a variety of tax sheltered annuities (TSAs) and deferred compensation plans (e.g.; PERS 457, OCFTCU, Great Western). Unit members may contact the Payroll Department for details.~~
- 13.14 7. Seasonal, temporary and part-time unit members will be enrolled in the Public Agency Retirement System - Alternate Retirement System (PARS-ARS) effective December 16, 1995. This plan is an alternative to Social Security for those employees who are not eligible for the Public Employee Retirement System (PERS) or another qualified retirement system provided or maintained by the District. The plan is a defined contribution retirement plan to which the District contributes 1.3 percent of employee compensation and the employee contributes 6.2 percent of compensation. Eligible employees are 100 percent vested.

Article 14: Leaves of Absence

~~14.6.2.3 Employees may take personal business leave for the religious observance of Good Friday. The limit of five (5) unit members per day per site found in 14.6.2.1 may be exceeded on Good Friday for this religious purpose. A request for leave for Good Friday shall otherwise be subject to all other provisions of this leave under 14.6.2.~~

14.6.2.3 Personal business leave may be taken for religious observance.

14.12.6.3 The permanent unit member may utilize advanced unearned vacation during winter and spring recess. If the unit member leaves the employ of the District, he/she shall be liable for reimbursement of utilized unearned vacation and such reimbursement shall be deducted from the employee's last check when possible to do so. **Probationary employees that do not pass probation will owe the cost of vacation back to the District.**

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Use of Vacation During Recess			
<u>Status</u>	<u>Thanksgiving</u>	<u>Winter</u>	<u>Spring</u>
Probationary PT	No	Yes (advanced)	Yes (advanced)
Probationary FT	No	Yes (advanced)	Yes (advanced)
Permanent PT	Yes (accumulated)	Yes (advanced)	Yes (advanced)
Permanent FT	Yes (accumulated)	Yes (advanced)	Yes (advanced)

~~14.12.6.4 New probationary full time 10, 11, and 12 month employees will have vacation time advanced to them to cover the Winter Break and Spring Break. Should those employees not pass probation, they will owe the cost of the time back to the District.~~

14.12.7 Maximum Entitlement - Vacation credit may be accumulated to a total not exceeding that which the unit member could earn in fifteen (15) months, except that upon written approval of the immediate administrator or designee, principal, or division head. Vacation credit may be accumulated to a total not to exceed that which the unit member could earn in two years.

14.12.7.1 The following classified positions have a direct impact on student centered programs and are tied to the instructional calendar.
 Therefore, any unused accumulated vacation credit will be paid out at the end of the fiscal year.

- Food Services Assistant;
- Senior Food Services Assistant
- Cook/Baker
- Food Services Manager
- Instructional Aides (any classification that starts with "Instructional Aide")
- Bus Driver
- Campus Supervisor
- Child Day Care Assistant
- Clerical Assistant
- Braille Transcriber**
- Interpreter/Translator**
- Athletic Trainer**

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Community Outreach Specialist DL

Other related positions may be affected and added to this list as needed by the district with prior approval of CSEA Chapter 157.

Any permanent unit member in these classifications may annually request in writing by April 30, an exception to this section. Upon written approval by the immediate administrator the member may accumulate vacation.

14.12.12

Vacation Entitlement While on Illness or Bereavement Leave

Any classified employee who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved before the vacation period has been completed shall be placed on sick or bereavement leave under the following conditions:

- 1. If the illness or bereavement is for three (3) consecutive days or more.**
- 2. If the illness or bereavement is such that had the employee been working, he/she would have been absent on sick or bereavement leave. Winter, spring, and summer recess do not qualify for less than 12-month employees.**
- 3. If the illness is verified by a physician's signed statement (EC 45200).**
- 4. If the employee normally is required to return to duty immediately following the vacation period**
- 5. If the request is filed with the immediate administrator within two (2) weeks of the illness or bereavement or within, at the latest, one week of the employee's return to duty unless extraordinary extenuating circumstances exist which prevent such filing.**
- 6. If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness.**
- 7. When all or part of an employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance. If possible, the employee shall be granted the opportunity to consume his/her vacation credit in order not to exceed the limit on accrued vacation.**

14.16.4

An employee is eligible to use this unpaid leave for the reasons above if the employee has at least twelve (12) months of service with the District and either (1) has worked for the District at least 1250 hours during the last twelve (12) months or (2) works ~~more than twenty-four (24)~~ **thirty (30) or more** regularly assigned hours per week.

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ARTICLE 15: WORK ENVIRONMENT

- 15.1 Personal Safety - Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel, at any time or place which is related to school activity or school attendance, shall be reported by employees to their immediate supervisor and/or administrator. Employees shall complete reports required by the District relating to the violations described herein. Unit members may use reasonable force in the performance of their duties when necessary to insure the safety of themselves or others, or necessary for reasonable control of students. This provision shall not be construed to authorize corporal punishment by staff members.
- 15.2 Workers' Compensation - Employees shall be provided coverage under the terms and conditions of the District Workers' Compensation Program and illness leave provision for any injury or illness arising out of or in the course of their employment.
- 15.3 Job Safety - Employees shall be responsible for immediately submitting written reports to their immediate supervisor and/or administrator of unsafe working conditions, facilities, or equipment. The District will comply with applicable standards of the California Occupational Safety and Health Act, ~~California State Compensation Insurance fund~~, and the provisions of the school District **property fire** and liability insurance programs.
- 15.4 Personal Property - Costs of repairing or replacing property damaged or stolen from unit members while in the line of duty will be reimbursed by the District in cases where prior approval **by the immediate administrator** has been obtained consistent with limits established upon this cost. This is in accordance with Section 817 of the California Education Code.
- 15.4.1 Limitation on Coverage
This rule applies to those items belonging to employees which may regularly or occasionally be voluntarily utilized by them in order to facilitate the performance of their duties. The intent is not to insure items of personal apparel, jewelry, health aids, and the like which are considered a part of employees' person and normally on their person or in their possession while performing their duties.
- 15.4.2 Limitation on Compensation
Where theft or damage of authorized personal property occurs, the District liability will not exceed \$2,000 per employee in any school year and will not apply to claims of less than \$10.

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15.4.3 Burden of Proof

In the case of a claim under this article, employee shall bear the burden of proof that the property concerned was duly authorized, in accordance with procedures specified in this article, that the property was damaged or stolen while being utilized in the line of duty, and that the theft or damage was in no way the fault of an employee who exercised reasonable care.

15.4.4 Procedure for Approval of Authorized Personal Property on District Sites

The unit member **annually** submits a written request on the District-approved form to the principal or his/her designee and receives approval in advance of the need for such personal property. **A copy of this form will be forwarded to the District's insurance department and shall be valid for the current school year for which it was submitted.**

15.4.5 Claim for Reimbursement

In case of loss or damage within the provisions of this article, unit members shall submit a claim for reimbursement **to the insurance department** on the District approved form.

15.4.6 Safety Equipment for Public Safety Officers

Unit members working and employed as Public Safety Officers shall be provided at District expense with all District required safety equipment necessary to perform their required duties. Safety equipment shall consist of the following items:

1. All uniforms to include shirts, pants, jackets and patches
2. Sam Brown duty belt
3. Baton, baton holder, handcuffs and case, pepper spray, chemical mace and holder
4. Flashlight
5. Bulletproof vest upon request

ARTICLE 17: GRIEVANCE PROCEDURE

17.1 General Provisions

- 17.1.1 A grievance is defined as a formal written statement by a unit member or CSEA that the District has violated an express term of this Agreement and that by reason of such violation, his/her rights have been adversely affected. All other matters and disputes of any nature

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are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

17.1.2 The President of CSEA or designee may file a grievance on behalf of CSEA if he/she believes the District has violated an express term of Article 5: Association Rights, or Article 6: Organizational Security.

17.1.3 The respondent in all cases shall be the District itself rather than any individual. The District may be represented by the appropriate line ~~manager~~ **administrator**. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

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

17.2 Informal Stage

Before filing a formal written grievance, the grievant shall attempt to resolve it by means of an informal conference with his/her immediate administrator.

17.3 Formal Stage

17.3.1 Level I Written to Immediate Supervisor/Site Administrator

17.3.1.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of when the grievant or CSEA should reasonably have known of the act or omission, the grievant must present such grievance in writing to the site administrator.

17.3.1.2 The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

17.3.1.3 Either party shall be entitled to a personal conference on request. The site administrator or designee shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance and such action will terminate Level I.

17.3.1.4 A copy of the grievance **and response** shall be forwarded to CSEA.

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17.3.2 Level II Appeal to the Superintendent or Designee

17.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent within ten (10) days after termination of Level I.

17.3.2.2 This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. The grievant or the Superintendent or designee shall be entitled to a personal conference on request.

17.3.2.3 The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal and such a decision will terminate Level II. CSEA shall receive a copy of the decision.

17.3.3 Level III Mediation or Appeal to the Board of Trustees

17.3.3.1 In the event the grievant is not satisfied with the recommendation(s) of the Superintendent or designee, he/she may **elect to follow path A or path B.**

- (a) **appeal to the Board of Trustees, or**
- (b) request CSEA to seek ~~conciliation~~ **mediation** pursuant to this section.

~~17.3.4.2~~ 17.3.3.2 **Path A** - The Board alone has the power to render a final determination of a grievance. If, upon review of the written decision, the Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record in ~~Executive Session~~ **closed session** to all parties of interest for the taking of additional evidence.

~~17.3.3.2~~ 17.3.3.3 **Path B** - Upon written request of CSEA **for mediation**, delivered to the Superintendent within ten (10) days of the formal Level II response, the Superintendent will request the California Conciliation Service to provide a ~~conciliator~~ **mediator** to assist the District and CSEA in resolving the grievance.

(moved to 17.3.4.2) ~~17.3.3.3~~ ~~CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five~~

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- (5) days, they shall request the California State Conciliation Service to supply a list of names of persons who are experienced in arbitration. Within five (5) days, each party shall alternately strike names until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
- (moved to 17.3.4.3) ~~17.3.3.4~~ The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.
- (moved to 17.3.4.4) ~~17.3.3.5~~ The arbitrator shall have no power to add to, subtract from, or modify the terms of the contract or applicable law or rules and regulations which have force and effect of law.
- (moved to 17.3.4.5) ~~17.3.3.6~~ The issues shall be submitted to the arbitrator. The arbitrator shall hear evidence and argument as soon as possible and shall deliver to the parties within thirty (30) days a written recommendation on the issues submitted to him/her.
- (moved to 17.3.4.6) ~~17.3.3.7~~ The decision of the arbitrator shall be binding on CSEA and the District.

17.3.4 Level IV Arbitration

- 17.3.4.1 In the event that **either** the grievant **or the district** is not satisfied with the recommendation(s) of the Superintendent or designee and the conciliation **mediation** process (Level III), has not been invoked or has not resolved the grievance, he/she may appeal the decision in writing within five (5) days to the Board of Trustees: **a written request to initiate the arbitration process will be submitted to the Superintendent or designee within ten (10) days of receipt of the mediators recommendation.**
- ~~17.3.3.3~~ **17.3.4.2** CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, they shall request the California State Conciliation Service to supply a list of names of persons who are experienced in arbitration. Within five (5) days, each party shall alternately strike names until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

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(moved to 17.3.3.2) ~~17.3.4.2~~ ~~The Board alone has the power to render a final determination of a grievance. If, upon review of the written decision, the Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record in Executive Session to all parties of interest for the taking of additional evidence.~~

~~17.3.3.4~~ **17.3.4.3** The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.

~~17.3.3.5~~ **17.3.4.4** The arbitrator shall have no power to add to, subtract from, or modify the terms of the contract or applicable law or rules and regulations which have force and effect of law.

~~17.3.3.6~~ **17.3.4.5** The issues shall be submitted to the arbitrator. The arbitrator shall hear evidence and argument as soon as possible and shall deliver to the parties within thirty (30) days a written recommendation on the issues submitted to him/her.

~~17.3.3.7~~ **17.3.4.6** The decision of the arbitrator shall be binding on CSEA and the District.

17.4 Failure to Meet Time Limits - If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step. ~~except only CSEA shall determine if a grievance shall be arbitrated.~~

17.4.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.

17.4.2 The parties will attempt, in good faith, to adjust time limit problems which occur above Level I as a result of the ~~summer~~ recess periods.

17.5 Chapter Representation - The grievant shall be entitled upon request to representation by CSEA at all grievance meetings. In situations where CSEA has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until CSEA has received a copy of the grievance and

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the proposed resolution, and has been given the opportunity to state its views on the matter. Five (5) days will be considered an opportunity in this instance.

- 17.6 Reasonable Release Time - Reasonable release time will be provided site representatives or the Chapter designee for purposes of filing grievances or representing grievants pursuant to this Article.
- 17.7 Confidentiality - In order to encourage a timely and fair review of a grievance, it is agreed that from the time a grievance is filed until it is processed through the procedure, neither the grievant nor CSEA nor the District shall make public either the grievance or evidence regarding the grievance; said public pronouncements shall not refer to internal Association communications.
- 17.8 No Reprisal - There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.
- 17.9 Grievance Files - The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. All records used in this grievance procedure which may have derived from personnel files maintained by the District will be returned to those files without indication that they had been used in this grievance procedure.
- 17.10 Group Grievances - Should CSEA and the District feel that the significant characteristics of a number of individual grievances are sufficiently alike that it would be in the best interest of time to hear this group of grievances as one (1), they may mutually agree to do so. In such instances, a group grievance would be filed at Level II of the procedure.

Article 23: Layoff Action and Effects Related Thereto


~~23.4 For employees who have received District fringe benefit coverage for two (2) full school years or more, and who are reduced in assigned hours during the terms of the current agreements, the District will continue fringe benefit coverage for said employees for twelve (12) calendar months following the effective date of the layoff.~~

- 23.4 In the event a unit member's hours are involuntarily reduced in assigned time and fall below the requirements of 13.5 13.6.1, the employee shall continue to receive current fringe benefits during the remainder of the school year or no less than three (3) months, whichever is greater.**

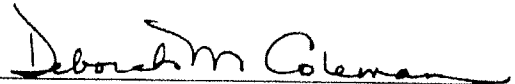
TENTATIVE AGREEMENT
BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 157,
AND HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

Article 24: Term

24.1 This agreement shall remain in effect up to and including **June 30, 2011**.



Mark Soden, Bargaining Chairperson
CSEA Chapter #157



Deborah M. Coleman
Assistant Superintendent, HR

8-11-09

Date

8.11.09

Date