

**CORONA-NORCO UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CORONA-NORCO CHAPTER 369**

**2010-2011 Reopener
and
2010-2012 State Budget Impact Mitigation**

TENTATIVE AGREEMENT

June 1, 2010

The Corona-Norco Unified School District (District) and the California School Employees Association, Corona-Norco Chapter 369 (CSEA) have reached tentative agreement on the 2010-2011 Reopener to the current Collective Bargaining Agreement and the 2010-2012 State Budget impact mitigation.

2010-2011 Reopener

Article 6 – Hours and Overtime: Add New Sections

6.14 Distribution of Extra Hours to Part-Time Unit Members. The District shall offer first right of refusal for additional daily hours of employment to available part-time unit members (qualified to perform the work and who request additional daily hours) before employing substitutes. Part-time unit members desiring to work additional hours must annually submit an “interest card” to the Human Resources Department. These extra hours shall be distributed as equitably as possible among available part-time unit members in each department or worksite from a list established by hire date. Such additional hours shall not conflict with the unit member’s regularly scheduled assignment or the extra hours assignment. These extra hours are intended to allow part-time unit members to obtain additional work ahead of substitutes. These extra hours do not invoke adjustment of assigned time provided for in Section 6.2 (a) of this Article or eligibility for health and welfare benefits in Article 8.

6.15 Additional Assignments. Unit members not on duty status will be allowed but not required to work additional assignments (substitute, temporary, short term). Unit members working within their classification shall be paid their regular rate of pay. Unit members, working outside of their classification, will be paid Step A on the assigned range for the classification of the additional assignment. Such additional hours shall not conflict with the unit member’s regularly scheduled assignment. These additional assignments are intended to allow unit members who work less than 12-months additional work opportunities.

Article 7 – Wages: The 2008-2009 Classified Salary Schedule shall be maintained as a baseline for use in the 2010-2012 State Budget Mitigation.

Article 14 – Grievance Procedures: Modify section 14.2 (d) as follows:

- (d) **Level Four:** If CSEA is not satisfied with the disposition of the grievance at Level Three, CSEA may, within twenty (20) days following the Level Three mediation or receipt of the Level Two decision (if Level Three is skipped), notify the Superintendent of its intent to submit the grievance to advisory binding arbitration. The parties shall jointly request that the California State Conciliation Service provide a list of seven (7) arbitrator's names, from which the parties shall strike alternately until only one (1) name remains. The party making the first strike shall be determined by the flip of a coin. The remaining name shall be the arbitrator. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator. The arbitrator shall consider those issues which have been properly carried through prior stages of the grievance procedure and shall have no authority to make a recommendation on any other issue. The arbitrator shall render a decision in writing, including any award judged to be proper, within a reasonable time after the close of the hearing. Hearings shall be conducted according to the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be borne equally by the District and CSEA, ~~unless the Board of Education rejects the arbitrator's decision, in which case the District shall bear all costs.~~ The decision of the arbitrator shall be submitted to all parties involved and shall be final and binding on all parties.

No other changes to the Collective Bargaining Agreement.

2010-2012 State Budget Impact Mitigation

The parties recognize the serious impact of the State imposed budget reductions on the District resulting in significant District budget shortfalls. In an effort to mitigate these impacts on unit members, the parties agree as follows:

Temporary Off Schedule Salary Reduction: In an effort to protect unit member jobs while maintaining District financial solvency, for the 2010-2012 fiscal years beginning July 1, 2010 and ending June 30, 2012, CSEA unit members shall receive a temporary 4.97% off schedule salary reduction applied to the 2008-2009 salary schedule.

2010-2012 Additional Paid Holidays:

For the 2010-2011 fiscal year only, all unit members will receive nine (9) additional paid holidays as follows:

November 12, 2010	Friday after Veterans' Day
November 22, 23, 24, 2010	Three days before Thanksgiving
January 3, 4, 5, 6, 7, 2011	Week after Winter Recess

The work year for unit members who work 9.5 months at a traditional school shall be 206.5 days.

The work year for unit members who work 9.5 months at a multi-track year-round school shall be 201.5 days.

For the 2011-2012 fiscal year, the nine (9) additional paid holidays shall be subject to written agreement by the District and CSEA, unless restoration of salary has occurred or state law requires a modification in which case the parties agree to reopen the agreement.

Freezing Vacant/Vacated Positions: For the 2010-2012 fiscal years only, the District shall evaluate the need to fill vacant or vacated positions. Such positions may be frozen and not filled to create a temporary reduction and avoid layoffs. Should the District determine, by a needs assessment, that the position needs to be filled, the position will be filled by a current unit member meeting the minimum qualifications for the position in accordance with Article 13.6 of the Collective Bargaining Agreement (CBA). Position(s) vacated by the current unit member may be frozen or filled in accordance with Article 13.6 as determined by the District.

Workload: Unit members' workloads shall be adjusted to accommodate the reductions in work days and freezing of positions. Unit members will not be burdened with unreasonable workload demands or standards.

Protections: The parties agree that by CSEA participating in the off schedule salary reduction, and in exchange for these salary considerations, no further abolishment of positions, reduction in hours, and/or layoffs to classified employees will occur during the 2010-2012 fiscal years. Loss of categorical funds/positions and/or conversion of year-round multi-track sites to traditional sites will not invoke this section. The District and CSEA shall negotiate the decision and effects of any conversion of year-round multi-track sites to traditional sites upon notice by the District.

However, should the State impose further budget reductions impacting the District budget during the 2010-2012 fiscal years, the parties may reopen this agreement to negotiate those further budget reduction impacts.

Should the need to reduce services become apparent, the District will provide CSEA notice at least ninety (90) days in advance or sooner, to negotiate the effects of any proposed layoffs. However, should the District receive insufficient notice from the State or other Government Agency to comply with this provision, the District will give CSEA notice within five (5) business days from receipt of notice by the State. Statutory and contractual notice requirements shall apply. During the 2010-2012 fiscal years, in the event of layoff of any unit member(s), other than due to loss of categorical funds/positions or conversion of year-round multi-track sites to traditional sites, restoration to the 2008-2009 salary schedule shall occur automatically on the effective date of any such layoff(s). Further, unit members actually laid off shall receive full restoration return of salary reductions.

Unit members shall not lose vacation, holiday pay, sick leave, health and welfare benefits, retirement service credits, or other benefits they would have otherwise received during the 2010-2012 fiscal years had the off schedule salary reduction not occurred.

Step and range shall be protected and shall occur in accordance with the current Collective Bargaining Agreement.

Any and all savings realized by the reductions agreed to in this Agreement shall be used for the sole purpose of preserving jobs for unit members.

Reconciliation Reimbursement Funds: For the duration of this agreement, any identified one-time funds legally allowed to be used for salaries for all employees (Federal stimulus money, reimbursement of past-year mandated cost by the State, net dollars from attrition above assumptions, net dollars available from any ADA increases above those projected in the budget, energy savings from shutdown of District facilities, or any other similar sourced one-time money) shall be subdivided into three equal parts to be disbursed in November with one part each year for the following two (2) years.

Reconciliation Reimbursement Funds shall be held in Fund 17 and will be restricted for emergency use until after the District's yearly "audited" budget is complete. "Emergency use" is limited to use for any additional funding reductions beyond those identified in the Governor's May 2010 budget proposal revision.

Reconciliation Reimbursement Funds accumulate with future years' Reconciliation Reimbursement Funds and accumulate interest. CSEA's proportional share of remaining Reconciliation Reimbursement Funds, including accumulated interest, will be distributed as a percentage of salary for all unit members.

The District may identify any Reconciliation Reimbursement Funds not yet disbursed as ongoing, unrestricted funds for Restoration of Salary.

A Reconciliation Reimbursement Funds Committee comprised of three (3) District and three (3) CSEA representatives, in addition to the assigned CSEA Labor Relations Representative will meet at least quarterly. Meetings shall occur within the month of completion of the "audited" or "unaudited actuals", First Interim Report, Governor's January Budget Proposal, Second Interim Report, Governor's May Budget Proposal Revision, and Initial District Budget.

Retirement/Return of Salary Reductions: Unit members eligible for retirement who submit retirement notification to the Human Resources (HR) Department by April 1st (2011 or 2012), and who retire by June 30th (2011 or 2012), will receive a lump sum payout in a separate check by the end of the fiscal year in which they retire (June 30, 2011 or June 30, 2012) equal to the amount actually deducted for the off schedule salary reduction. The intent is to reimburse unit members for their participation in the off schedule salary reduction

and make them whole. The cost of the reimbursement may be recouped by the temporary freezing of the retired unit members' position, or charged as a debit to CSEA's share of the Reconciliation Reimbursement Funds.


Restoration of Salary: The Parties agree that when, and as, the District receives State and/or Federal net ongoing funds legally allowed to be used for salaries for all employees (COLA, "Deficit Reduction" money, or any other additional net ongoing money legally available for use for employee compensation), the District shall reduce the temporary 4.97% off schedule salary reduction by an equivalent percentage of total revenue received until full restoration of salary at the 2008-2009 salary schedule and the 4.97% off schedule salary reduction is zero. The current Collective Bargaining Agreement Article 7, Section 7.10 (a)(b) shall not apply until unit members' salary has been restored to the 2008-2009 salary schedule and all salary reductions have been reimbursed.


Example: District receives fully funded COLA of 2% for 2011-2012
4.97% Salary Reduction - 2% = 2.97 Salary Reduction for 2011-2012
District receives Deficit Reduction of 2.97% for 2012-2013
For 2012-2013 2.97% Salary Reduction - 2.97% = 0 Salary Reduction Salary Restored

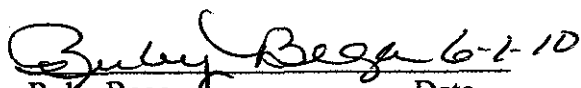
This is a tentative agreement and is subject to ratification by CSEA Corona-Norco Chapter 369 unit members and approval of the Corona-Norco Unified School District Board of Education.


California School Employees Association
Corona-Norco Chapter 369


Corona-Norco Unified School District



Nancy A. Walters Date 6/1/10
President

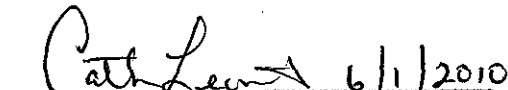

Kent L. Bechler, Ph.D. Date 6/1/10
Superintendent



Ruby Bega Date 6-1-10
Negotiation Team Member


Michael H. Lin, Ed.D. Date 6/1/10
Assistant Superintendent HR



Lisa Giles Date 6-1-10
Negotiation Team Member


Sherry Mata Date 6/1/10
Assistant Superintendent Business


Cathy Leonti Date 6/1/2010
Negotiation Team Member


Thomas R. Pike Date 6/1/10
Assistant Superintendent Executive


Lorena Lopez Date 6/1/2010
Negotiation Team Member


Robert Kent Date 6-1-10
Director HR

Kathy Stoyanowski 6/1/10
Kathy Stoyanowski Date
Negotiation Team Member

Philip Saxena 6/1/2010
Philip Saxena Date
Principal

Gina Gonzalez 6/1/2010
Gina Gonzalez Date
Negotiation Team Member

Richard Garcia 6.1.2010
Richard Garcia Date
Negotiation Team Member