

**TENTATIVE AGREEMENT
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CORONA -NORCO CHAPTER 369
AND
THE CORONA NORCO UNIFIED SCHOOL DISTRICT**

May 31, 2022

Article 6: Hours and Overtime

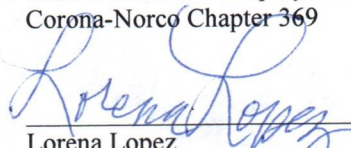
6.6 **Overtime:** Time worked in excess of eight (8) hours per day or forty (40) hours per week shall be designated overtime and paid at the rate of one and one-half (1-1/2) the regular rate of pay. A unit member shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at a rate equal to one and one half (1-1/2) times the regular rate of pay. Overtime may be worked only upon express authorization of the unit member's immediate supervisor.

- (a) ALL OVERTIME AND EXTRA HOURS WILL BE SUBMITTED ON DISTRICT EMPLOYEE TIMECARD-CLASSIFIED OVERTIME-EXTRA HOURS
- (b) THE AUTHORIZED SIGNERS OF EMPLOYEE TIMECARDS AT THE SITES ARE PRINCIPALS, ASSISTANT PRINCIPALS, AND DEANS. THE AUTHORIZED SIGNERS OF EMPLOYEE TIMECARDS AT THE DISTRICT OFFICE ARE ADMINISTRATORS, MANAGERS, AND SUPERVISORS. IF NONE OF THE AUTHORIZES SIGNERS ARE AVAILABLE A DESIGNEE OF HUMAN RESOURCES CAN AUTHORIZE THE EMPLOYEE TIMECARDS.

All other language will remain the same.

This MOU is a tentative agreement and shall not be finalized until the completion of CSEA's policy 610 review process.

California School Employees Association
Corona-Norco Chapter 369


Lorena Lopez
President, Chief Negotiator

9/12/22
Date

Corona-Norco Unified School District


Kathy Lee Ed.D.
Administrator Director

9/12/22
Date

Ceryl Gray 9/12/22
Date
Ceryl Gray
VP, Negotiation Team Member

Blanca Nunez 9.12.22
Date
Blanca Nunez
Secretary, Negotiation Team Member

Veronica Marquez 09/12/22
Date
Veronica Marquez
Communications Officer,
Negotiation Team Member

Raquel Rodriguez 9/12/22
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Monica L Contreras 9/12/22
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Monica L. Contreras
CSEA, Labor Relations Representative

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Date
Rufus Taylor Jr.
Assistant Principal

Petria Gonzales 9/12/22
Date
Petria Gonzales,
Principal

Dalia Gadelmawla 9/12/22
Date
Dalia Gadelmawla
Assistant Superintendent, Business

Kelly Gelzleichter 9/12/22
Date
Kelly Gelzleichter
Administrative Director, SPED

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BETWEEN
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Layoff Procedures
September 812, 2022

18.1 LAYOFF PROCEDURES~~Basis for Layoff~~

~~THE DISTRICT WILL FOLLOW THE PROCEDURES IN ACCORDANCE WITH EDUCATION CODE 45117. Layoff shall occur only for lack of work or lack of funds. The determination of the existence of said lack of work or lack of funds shall rest exclusively with the Board of Education and shall not be subject to the grievance procedure.~~

18.2 Notice

- (a) ~~When, as a result of the expiration of a specially funded program, a unit member's position must be eliminated at the end of any school year, and such unit member will be subject to layoff for lack of funds. The unit member to be laid off at the end of such school year shall be given written notice on or before April 29, informing the unit member of the layoff effective at the end of such school year and of displacement rights if any, and reemployment rights. However, if the termination of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of the layoff.~~
- (b) ~~When, as a result of a reduction or termination of service, a unit member is subject to layoff for lack of work, the unit member shall be given notice of layoff not less than sixty (60) days prior to the effective date of the layoff, and informed of displacement rights, if any, and reemployment rights.~~
- (c) ~~Nothing in this article shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of~~

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work resulting from causes unforeseeable or preventable by the Board of Education,
without the notice required by sub-section (a) or (b) hereof.

18.32 Order of Layoff/Bargaining Unit Seniority

Bargaining unit seniority is defined as the original date of hire ~~as a probationary unit member.~~

Seniority is inclusive of service in the current classification plus higher classes. The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

(a) Equal Class Seniority

At the time of hire, if two or more unit members are assigned the same hire date, the District will assign the seniority numbers by lot assisted by a CSEA Chapter 369 officer. If two or more unit members are promoted into the same classification on the same date, the seniority order in the new classification will be based upon bargaining unit seniority.

18.43 Voluntary Reduction in Lieu of Layoff

A unit member who takes voluntary demotion or voluntary reduction in assigned time in lieu of layoff or to remain in his/her present position rather than be re-classified or reassigned, shall be granted the same rights as a unit member laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided, that the same test of fitness under which ~~he/she~~A UNIT MEMBER IS qualified for appointment to the class shall still apply FOR A TOTAL OF SIXTY-THREE (63) MONTHS. Unit members who take voluntary demotions or voluntary reduction in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on the list in accordance with their proper seniority.

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18.54 Displacement Rights

A unit member subject to layoff has the right to displace into the next equal or lower class in which the unit member has greatest seniority considering the employee's seniority in that class

and any higher classes in which the unit member has served. A unit member may only displace into classes in which the unit member has previously been employed by the District. A unit member may displace a less senior unit member from a position of greater hours and/or work year. Should a vacancy with like hours/work year exist in the class into which the unit member has displacement rights, the unit member shall be placed in the vacancy rather than displacing another unit member.

18.65 Re-Employment Rights

A PERMANENT unit member laid off shall be eligible for reemployment for a period of thirty-nine (39) months and shall be employed in preference to new applicants and may be placed in any vacant position for which he or she meets the minimum qualification. In addition, such unit members laid off shall have the right to participate in promotional examinations within the District within the period of thirty-nine (39) months. ~~Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for any additional period of up to twenty-four (24) months for a total of sixty-three (63) months; provided, that the same test of fitness under which he/she qualified for appointment to the class shall still apply. Reemployment shall be in reverse order of layoff.~~

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18.76 Seniority List

The District shall maintain a seniority list. The seniority list shall include (in alphabetical order) unit members' first and last name, current classification, current worksite location, and hire date to the district. The District shall publish the seniority list to the District website before the start of each school year.

18.8—7 Notice of Reemployment Opening

Any unit member who is laid off and subsequently becomes eligible for reemployment shall be notified in writing by the District of any opening for which ~~he/she~~A UNIT MEMBER is

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eligible AS SOON AS PRACTICABLE. Such notification shall also be sent to the CSEA Secretary at the time of the unit member's notification. An affidavit of mailing shall be maintained in the District Human Resource Division for each notification sent. The unit member shall notify the District of any changes in the unit member's current mailing address and/or telephone number.

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18.98 Unit Member Notification to District

A unit member shall notify the District of the unit member's intent to accept or refuse reemployment within ten (10) working days following receipt of a written offer of reemployment. A unit member who declines an offer of reemployment shall be eliminated from the reemployment list and shall forfeit all reemployment rights.

18.109 Retirement in Lieu of Layoff

Any unit member in the bargaining unit may elect to accept a service retirement in lieu of layoff. Such unit member shall, at least ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

- (a) The unit member shall then be placed on a reemployment list in accordance with this Article; however, the unit member shall not be eligible for reemployment during such other period of time as may be specified by law.
- (b) When an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person until the Public Employee's Retirement System has properly processed the unit member's request for reinstatement from retirement.
- (c) A unit member who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off, shall be deemed to be permanently retired and to have forfeited reemployment rights.
- (d) Any election to retire after being placed on a reemployment list shall be retired in lieu of

layoff within the meaning of this section, if at the time of such election the unit member notifies the District in writing that the unit member wishes to have the retirement considered to be taken in lieu of layoff.

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California School Employees Association
Corona-Norco Chapter 369

Corona-Norco Unified School District

Lorena Lopez 9/12/22
Lorena Lopez Date
President, Chief Negotiator

Kathy Lee, Ed.D. 9/12/22
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Administrator Director

Cheryl Gray 9/12/22
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2022-2023 REOPENER**

September 1, 2022
ARTICLE 7: WAGES

7.10 Effective July 1, 2022, there shall be an across-the-board salary increase of 9.63% ~~3.11%~~ to all qualified unit members for 2022-2023 school year. Plus, a one-time TWO (2%) percent off salary schedule for the 2022-2023 school year. THE ONE-TIME TWO (2%) PERCENT OFF SALARY SCHEDULE WILL BE TO ADDRESS EXCESSIVE VACANCIES, WITHIN THE BARGAINING UNIT, BY FLYING POSITIONS FOR PERMANENT BARGAINING UNIT MEMBERS AND OUTSIDE CANDIDATES AT THE SAME TIME AND WITH EQUAL CONSIDERATION FOR THE DURATION OF THE 22-23 SCHOOL YEAR. IN ADDITION, BARGAINING UNIT MEMBERS REQUESTING A TRANSFER WITHIN A LIKE POSITION, WITH THE SAME NUMBER OF HOURS, WILL BE PLACED ON HOLD UNTIL THE INITIAL RECRUITMENT HAS GONE THROUGH THE HIRING PROCESS. WHEN THERE IS AN OPPORTUNITY FOR A PARAEDUCATOR TO RECEIVE MORE HOURS PER THE "PINK" TIME-CARD", THIS STIPULATION SHALL NOT APPLY. NEWLY HIRED BARGAINING UNIT MEMBERS IN THE 2022-2023 SCHOOL YEAR WILL RECEIVE THE TWO (2%) PERCENT OFF SALARY SCHEDULE AS A SIGNING BONUS UPON PASSING THE 6-MONTH PROBATIONARY PERIOD OF EMPLOYMENT WITH THE DISTRICT.

ALL OTHER LANGUAGE REMAINS THE SAME.

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2022-2023 REOPENER**

August 29, 2022

ARTICLE 12: TRANSFER POLICY

12.1 Definition

“Transfer” is defined as a change in a unit member's worksite, and/or hours without a change in classification.

12.2 Request

Transfer requests may be made at any time after the unit member has completed probation in the classification. The request shall be submitted in writing to the Human Resource Division. The unit member may arrange for an appointment with the Administrative Director of Human Resources at the time of the request to discuss the possible transfer. A request ~~will~~ SHALL be valid FROM JULY 1ST TO JUNE 30TH ~~through December 31st of each~~ SCHOOL year. ~~Once a bargaining unit member, if a bargaining unit member declines has declined-~~ A TRANSFER INTERVIEW AND/OR IS A NO-SHOW FOR THE INTERVIEW A TOTAL OF THREE (3) TIMES, THE TRANSFER REQUEST FORM SHALL NO LONGER BE VALID FOR THE CURRENT SCHOOL YEAR. ~~Renewal shall be subject to a written request from the unit member.~~ A notification of the transfer procedures shall be emailed to all classified unit members before January 1st and July of each year. UNIT MEMBERS SHALL NOT TRANSFER MORE THAN TWO ~~ONE~~ TIMES IN ANY ONE SCHOOL YEAR.

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Patricia Gonzales 9/2/22
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