

TENTATIVE AGREEMENT

**Between the California School Employees Association
and its Fullerton Elementary Chapter 130 (CSEA) and the
Fullerton School District (District)**

For 2022-2023 Reopener Negotiations

October 13, 2022

ARTICLE 6 - PAY AND ALLOWANCES

6.1.2 The parties agree to increase the classified salary schedule in Appendix A by ~~three percent (3%)~~ **five and one-half percent (5.50%)** on schedule salary adjustment retroactive to July 1, ~~2021~~ **2022** for employees who are in paid status with the District at time of Association ratification.

A one-time off salary schedule payment equal to **one and one-half percent (1.5%)** of an employee's ~~2021-2022~~ **2022-2023** base salary as listed on the ~~2021-2022~~ **2022-2023** salary schedule (effective July 1, ~~2021~~ **2022**) who are ~~is~~ in paid status with the District at the time of Association ratification.

The retroactive salary adjustment and one-time off salary schedule payment shall be paid within 90 days of the Fullerton School District Board of Trustees ratification. **For the 2022-2023 school year, the retroactive salary adjustment and one-time off salary schedule payment shall be paid within 120 days of the Fullerton School District Board of Trustees ratification.**

In the event any other bargaining unit within the Fullerton School District receives a salary schedule percentage increase in excess of that offered to classified unit members, the classified unit members shall be paid the percentage difference for the same time period as was agreed to the other bargaining unit.

ARTICLE 9 - HEALTH INSURANCE

8.1 HEALTH BENEFITS LEVELS:

8.1.1 Employees shall be covered through the term of this Agreement by health plans provided by SISC, except as specifically provided otherwise below.

8.1.2 Effective October 1, ~~2024~~ **2022** the District shall pay the actual cost for health insurance premiums up to \$16,600 annually for full-time benefits eligible employees who qualify for single ~~and two-party~~ health insurance plans, **\$17,112 for full-time benefits eligible employees who qualify for two-party health insurance plans,** and \$19,296 **\$20,148** annually for full-time benefits eligible employees who qualify for family health insurance plans. The annual vendor premiums shall be paid via tenthsly payroll deductions.

ARTICLE 16 - LAYOFF AND REEMPLOYMENT

- 16.1 The layoff of classified employees shall only occur for a lack of work or a lack of funds, and **shall be only in accordance with the Rules and Regulations of the Personnel Commission and the California Education Code.**
- 16.2 **The District shall provide written notice to CSEA of its intention to lay off unit members for lack of work or lack of funds and shall, upon request by CSEA, meet and negotiate with CSEA the effects of layoff or reduction in hours and/or over the decision to reduce hours. The decision to eliminate positions and implement layoffs is not subject to bargaining.**
- 16.23 Whenever classified employees are laid off, the order of layoff within the class shall be determined by the length of service. **For purposes of layoff and bumping rights, length of service shall be defined as date of hire within the affected classification, plus higher classifications.**
- 16.34 An employee in the classified service who is laid off from a class, shall have the right to bump a less senior employee as provided by the Personnel Commission Rules and Regulations **and the California Education Code.**
- 16.45 A permanent classified employee who will suffer a layoff despite bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, providing that the employee is deemed to be qualified to perform the duties thereof by the Personnel Commission and providing further that the Board of Trustees approves the voluntary demotion or transfer. **Notice requirements, appeal rights, and all bumping and reemployment rights for employees who are subject to layoff shall be governed by the California Education Code.**
- 16.56 The District shall notify the affected employees in writing **no later than March 15 in accordance with the California Education Code.** ~~a minimum of sixty (60) days prior to the layoff. The District shall give CSEA advance notice of the layoff and meet with CSEA prior to sending out the 60-day notice to offer the opportunity to bargain over the effects of the layoff.~~

