

TENTATIVE AGREEMENT

This AGREEMENT is made and entered into this 31st day of January 2023, by and between the PERRIS UNION HIGH SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT", and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PERRIS VALLEY CHAPTER #469 or its successors, hereinafter referred to as "CSEA" or "ASSOCIATION", hereafter collectively referred to as "THE PARTIES".

Any issue, subject, or matter discussed by the District and the Association during the successor negotiations not contained in this document shall be considered withdrawn by the party presenting it. Any "oral agreement" or "understanding" not reflected in writing herein shall have no force or effect. Any articles not stated remain status quo.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE 10 - PAY AND ALLOWANCES

Status Quo with the following NOTE: Through the negotiations process, the PARTIES reached a Memorandum of Understanding on September 28, 2022 that addressed compensation for the 2022-2023 school year. In addition, all bargaining unit members received a 6.56% on-going salary increase effective July 1, 2022 and a compounded 6.44% on-going salary increase effective January 1, 2023 pursuant to Article 10.2.1.

ARTICLE 11 - HEALTH AND WELFARE BENEFITS

Status Quo with the following NOTE: Through the negotiations process, the Parties reached a Memorandum of Understanding (MOU) on April 6, 2022 that increased contributions towards Health and Welfare benefits for bargaining unit members. The MOU also included an additional on-going increased contribution towards Health and Welfare benefits for bargaining unit members effective July 1, 2023. The PARTIES agreed to close

negotiations on Health and Welfare for the 2022-2023 and 2023-2024 school years that include contingency language in the event renewal rates exceed five-percent (5%) after adjusting for plan changes.

ARTICLE 13 - SAFETY

Status Quo with the following exceptions:

13.4 Unit Member Safety Complaints. ~~Unit member complaints concerning safety matters shall be referred to the committee, which will recommend appropriate action. If the problem is not resolved within two (2) weeks, or if the District does not comply with the recommendations, the complaint may be submitted directly to the Board in writing. A unit member following this procedure does not waive any rights to other procedures or remedies.~~ Unit members shall notify their immediate supervisor in writing or by email, or, in the case of an emergency, orally, concerning an unsafe condition in the District. Their immediate supervisor shall investigate said reported unsafe condition and then advise the unit member(s) in writing within five (5) working days of any findings and what action, if any, is appropriate to correct the unsafe condition. If the safety complaint is not resolved to the unit member's satisfaction, the member shall contact the CSEA representative of the District Safety Committee, who shall place the item on the Committee's agenda. The Chair of the Committee must schedule a meeting within thirty (30) calendar days of receipt of the complaint.

ARTICLE 15 - VACATION PLAN

Status Quo

ARTICLE 16 - LEAVES

Status quo with the following exceptions.

16.1 Bereavement. Unit members shall be granted necessary leave, not to exceed three (3) days, or five (5) days when out-of-state travel or in-state travel North of San Luis Obispo, Kern, or San Bernardino Counties is required, (e.g. travel to Bakersfield would receive 3 days and travel to Visalia would receive 5 days), on account of the death of any member of his/her immediate family as defined in California Code of Regulations, Title 8, Section 13692. (However, if the death should be any member of the immediate family or domestic partner residing in the unit member's household, unit member shall be granted five (5) days of bereavement leave.) No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other Sections of this Agreement or provided by the District or law. The benefits of this Section may be enlarged by the personal necessity and/or general leaves sections of this Article. Members of the "immediate family member" means spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle). as used in this Agreement, means the mother, father, grandmother, grandfather, grandchild, step-mother or step-father of the unit member or the spouse of the unit member. Also included are the father or mother of a dependent child, and the spouse, son, son-in-law, daughter, daughter-in-law, step-child, brother or sister of the unit member, or any other relative living in the immediate household of the unit member.

~~16.8 — Personal Necessity Leave. Earned leave for illness or injury may be used, at the unit member's election, for purposes of personal necessity as defined below, provided that use of such personal necessity leave does not exceed ten (10) days in any school year unless otherwise authorized in writing by the Superintendent. The Superintendent will consider authorizing such extended personal necessity leave only for~~

~~exceptional circumstances such as the serious, extended illness of a unit member's immediate family member or the complete destruction of a unit member's home by fire:~~

~~16.8.1 The death of a member of the unit member's immediate family when additional leave is required beyond that provided in Section 16.1 of this Article:~~

~~16.8.2 As a result of an accident or illness involving a unit member's person or property or the person or property of his/her immediate family:~~

~~16.8.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or order made with jurisdiction:~~

~~16.8.4 Other personal necessities which are allowed at the discretion of the Superintendent or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or desire (as opposed to necessity) for the extension of a holiday or a vacation, or for matters which can be taken care of outside the normal working hours, or for recreational activities:~~

~~16.8.5 Unless the personal necessity is of an extremely sensitive nature, the unit member must obtain prior written approval from the appropriate management person, except in circumstances outlined in 16.8.1 or 16.8.2 above. Should those circumstances arise, the unit member shall make every effort to comply with District procedures to enable the District to secure a substitute:~~

~~16.8.6 For the purposes of Personal Necessity leave, a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth above, and shall submit such verification or proof as is deemed appropriate by the Superintendent or designee. This requirement shall not apply to Personal Discretion:~~

~~16.9 Personal Discretion. Each unit member shall be entitled to utilize five (5) days of their personal necessity leave per year, non-cumulative, for personal discretion based solely on verification by the unit member that the leave is serious in nature, involves circumstances that the unit member cannot reasonably ignore, and requires the unit member's attention during normal working hours. Such leave may not be used for the extension of a holiday vacation, but may be used to appear in court as a litigant or for paternity leave. The unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.~~

16.8 Personal Leave Earned leave for illness or injury may be used, at the unit member's election, for purposes of personal necessity or personal discretion as defined below, provided that use of such leave does not exceed ten (10) days in any school year. An employee who has exhausted accrued and available sick leave shall not be entitled to Personal Leave.

For purposes of this provision, Personal Leave shall be for the following: (1) death or serious illness of a member of the unit member's immediate family as defined in Bereavement Leave (16.1), or attending the funeral of a relative; (2) an accident involving the unit member's person or property, or the person or property of a unit member's immediate family; or (3) other matters which are serious in nature, involve circumstances the unit member cannot reasonably ignore, and require the unit member's attention during normal working hours. Such leave may not be used for the extension of a holiday or a vacation, or for recreational activities, but may be used to appear in court as a litigant or for paternity leave.

16.9 Personal Leave on Behalf of a Unit Member's Child. Consistent with the requirements set forth above, unit members may take Personal Leave as set forth in Labor Code section 230.7 to appear in school on behalf of their child who is subject to a disciplinary matter. Consistent with Labor Code 233, the unit member

may also utilize up to five (5) days of Personal Leave to to attend to an ill child, parent or spouse. Unpaid leave may also be available for these purposes.

ARTICLE 17 - TRANSFERS

Status Quo with the following exceptions:

17.2.6 If a voluntary transfer request is denied, the District shall, upon written request, meet with the unit member to discuss the specific reasons for the denial. The written request must be received by Human Resources within three (3) workdays from the notification of the denial. Following the meeting, Human Resources shall provide the unit member with the final determination.

ARTICLE 30 - DURATION

30.1 Length of Agreement. This Agreement shall remain in full force and effect from July 1, 2022 ~~2019~~ until June 30, 2025 ~~2022~~, and from year to year thereafter unless alterations or amendments are requested in writing in accordance with the Negotiations Article 23. Finally, during 2023-24 ~~2019-20 and 2020-21~~, health and welfare benefits (Article 11) shall be closed; however, both parties may reopen three (3) Articles for 2023-2024 and 2024-2025.

30.2 In order to reopen on any of the above referenced matters, the parties shall follow Article 23.1.

This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both Parties.

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

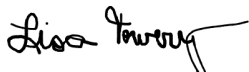
It is agreed and understood this agreement is subject to all approvals required under CSEA Policy 610, as well as the Perris Union High School District Governing Board.

Dated this 31st day of January, 2023

California School Employees Association:



Joshua Rushing
Bargaining Chairperson, CSEA



Lisa Towery
Labor Relations Representative, CSEA



Tara Hefner
Negotiations Member, CSEA



Petra Nuñez
Negotiations Member, CSEA



John Phillips
Negotiations Member, CSEA



Ivy Robinson
Negotiations Member, CSEA



Helen Stimach
Negotiations Member, CSEA

Perris Union High School District:



Kirk Skorpanich
Assistant Superintendent, Human Resources



Joseph Williams
Executive Director, Information Technology



Maribel Escobar
Director, Human Resources



Hector Gonzalez
Director, Facilities



Audrey Mitchell
Director, Nutrition Services