

AGREEMENT

BETWEEN PERRIS UNION HIGH SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS PERRIS VALLEY CHAPTER NO.469

July 1, 2022 to June 30, 2025



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1	PREAMBLE
2	THIS AGREEMENT is made and entered into this 22nd day of October 2019, by and between
3	Perris Union High School District, hereinafter referred to as the "District," and the California School
4	Employees Association and its California School Employees Association Chapter #469 or its successors,
5	hereinafter referred to as "CSEA" or "Association."
6	<u>ARTICLE 1</u>
7	RECOGNITION
8	1.1 <u>Acknowledgment.</u> The District hereby acknowledges that the California School
9	Employees Association Perris Union High School District Chapter 469 ("CSEA" or "Association") is
10	the exclusive bargaining representative for all classifications and work performed by the classifications
11	described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. A
12	regular unit member is any unit member, whether permanent, probationary, full-time or part-time who
13	is not a restricted, substitute, short term (temporary) or student employee as defined in Education Code
14	45103.
15	1.2 <u>Scope of Representation.</u> Nothing herein may be construed to limit the right of the
16	District or CSEA to consult on any matter outside the scope of representation. To the extent that any
17	agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any
18	addendum to this Agreement, the provisions shall be binding on all parties.
19	<u>ARTICLE 2</u>
20	DISTRICT RIGHTS
21	2.1. Except as limited by the provisions of this Agreement, the District retains its powers and
22	authority to direct, manage and control to the extent permitted by law, including determining its
23	organization; directing the work of its employees; determining the times and hours of operation;
24	determining the kinds, levels and methods of services to be provided; establishing its educational

1	policies, goals and objectives; insuring the rights and educational opportunities of students; determining
2	staffing patterns and number and kinds of personnel required; maintaining the efficiency of District
3	operations; determining the curriculum; building, moving and modifying facilities; establishing budget
4	procedures and determining budgetary allocation; determining the methods of raising revenue;
5	contracting out work; hiring, classifying, assigning, transferring, evaluating, promoting, demoting,
6	terminating and disciplining unit members; and taking action on any matter, including suspending any
7	articles or portions of articles contained in this Agreement in cases of emergency caused by an Act of
8	God, interference by a third party beyond the control of the District or work action or withholding of
9	services. In the event of the suspension of any such articles or portions of articles, the District agrees to
10	meet and negotiate with regard to such articles or portions of articles, or successor clauses, immediately
11	upon demand by CSEA. Emergencies shall not be declared capriciously or arbitrarily.
12	<u>ARTICLE 3</u>
13	CHECK OFF AND ORGANIZATIONAL SECURITY
13 14	CHECK OFF AND ORGANIZATIONAL SECURITY3.1Check Off. CSEA shall have the sole and exclusive right to have membership dues,
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14 15 16	3.1 <u>Check Off.</u> CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate
14 15 16 17	3.1 <u>Check Off.</u> CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for all deductions required by law and any other plans or programs jointly approved by CSEA
14 15 16 17 18	3.1 <u>Check Off.</u> CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for all deductions required by law and any other plans or programs jointly approved by CSEA and the District. The District shall pay promptly to the designated payee all sums so deducted.
14 15 16 17 18 19	 3.1 Check Off. CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for all deductions required by law and any other plans or programs jointly approved by CSEA and the District. The District shall pay promptly to the designated payee all sums so deducted. 3.2 Dues and Service Fee Deductions.
14 15 16 17 18 19 20	 3.1 Check Off. CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for all deductions required by law and any other plans or programs jointly approved by CSEA and the District. The District shall pay promptly to the designated payee all sums so deducted. 3.2 Dues and Service Fee Deductions. 3.2.1 The District shall, in accordance with CSEA dues and service fee schedule,
14 15 16 17 18 19 20 21	 3.1 <u>Check Off.</u> CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for all deductions required by law and any other plans or programs jointly approved by CSEA and the District. The District shall pay promptly to the designated payee all sums so deducted. 3.2 <u>Dues and Service Fee Deductions</u>. 3.2.1 The District shall, in accordance with CSEA dues and service fee schedule, deduct dues from the wages of all unit members who are currently members of CSEA and who have

on the 30th day following the beginning of such employment, to pay to CSEA a service fee as a
 contribution toward the administration of this Agreement and the representation of such unit members.
 The service fee shall be in the same amount and payable at the same time as CSEA's regular dues,
 exclusive of initiation fees. Current schedules may be obtained from the CSEA representative.

- 5 3.2.3 Any unit member subject to the provisions of 3.2.1 may terminate his/her 6 obligation to the association within a period of thirty (30) days following the expiration of this 7 Agreement.
- 8 3.2.4 The District shall immediately notify the CSEA Chapter President if any unit
 9 member revokes a dues authorization.

10 3.2.5 In the event any unit member covered by this Agreement shall fail to tender 11 periodic dues or service fee, CSEA shall give a notice in writing to the District requesting the discharge 12 of such unit member. The District shall notify the unit member of the receipt of such letter, and if the 13 unit member shall not tender his dues or service fee within fourteen (14) days after service of notice on 14 the District, the District shall be required to discharge the unit member. Such discharged unit member 15 shall not be re-employed until the District has been notified in writing by CSEA that the discharged unit 16 member has become a member in good standing or executed a written authorization for the deduction 17 of a service fee as provided in Section 3.2.1 of this Agreement.

3.3 <u>Religious Objection.</u> If a unit member covered by these provisions belongs to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted monthly from that unit member's paycheck and deposited by the District with a recognized IRC § 501(C)(3) charitable organization designated by the unit member, but in no event shall the charitable organization be a religious sect or labor organization.

24 3.4 <u>Association Membership</u>.

1	3.4.1 The District shall notify the Association of all new hires (legal name, date of hire,
2	classification, and site) and their effective start date within ten (10) days of the employee's hire date.
3	3.4.2 The District shall provide all classified new hires with the Association's
4	membership application as part of the hiring process. The Association shall provide the copies of the
5	membership applications to the District for Distribution.
6	3.4.3 As part of hiring clearance, the District shall require all new hires to watch a video
7	provided by the Association about the Association and/or CSEA membership.
8	3.4.4 The District shall provide new employee names (first, middle initial, last, suffix);
9	job title; department; primary work location, work telephone number with extension, home and personal
10	cell phone number; personal email address on file with the District; home address; Date of Birth;
11	CALPERS status; hire date; and last four numbers of the social security number to the Association by
12	the first pay period of the month following the effective start date of the employee, even if the employee
13	previously worked for the District. This information shall be provided electronically to the Association.
14	3.4.5 This same information for all classified employees who are represented by the
15	Association shall be provided to the Association the last working day of every September, January, and
16	May.
17	3.4.6 The District shall provide a draft of the dates of scheduled mandated safety
18	training for the year to CSEA at the beginning of each new school year. The District shall make a
19	reasonable effort to provide 10-days advance notice of any changes to the schedule.
20	3.4.7 The District shall provide the Association with access to all new classified
21	employees at the conclusion of the District's semimonthly safety trainings. The District shall ensure that
22	thirty (30) minutes are reserved following the conclusion of the safety training for the Association to
23	meet with new employees to conduct an orientation session regarding membership in the California
24	School Employees Association.
	4

1	3.4.8 One (1) representative of the Association designated by the president shall be
2	released for one (1) hour for each scheduled safety training to conduct the orientation session. This
3	release time shall not be counted against the total release time contained elsewhere in the Classified
4	Collective Bargaining Agreement. The CSEA Labor Relations Representative may also attend the
5	orientation session.
6	3.4.9 Any alleged violation, misinterpretation, or misapplication of the terms of this
7	Agreement shall be subject to the grievance and arbitration provision of Article 22, except as follows:
8	a. The definition of a grievant: only CSEA and its Chapter #469 can be the
9	grievant, not an employee.
10	b. The timelines: Any alleged violation, misinterpretation, or misapplication of the
11	terms of this agreement shall be resolved through interest arbitration within
12	thirty (30) calendar days of the grievance filing or such other period as it
13	mutually-agreed upon, in which event the parties shall mutually select an
14	arbitrator available during this time period.
15	3.4.10 The Association agrees to furnish any information needed by the District to fulfill
16	the provisions of this Article.
17	3.4.11 The District shall refer all requests for changes in membership status to the
18	Chapter President or the Association's Labor Relations Representative.
19	3.5 <u>Notification of Membership.</u> The District shall accept the certification provided by the
20	Association on dues deductions for bargaining unit members; If the Association states it has
21	authorization for the District to begin deductions, it is not required to provide the District a copy of the
22	authorization unless a dispute is risen by the employee questioning the existence or terms of the
23	authorization.

1 3.6 Mass Communication to Association Membership. If the District chooses to disseminate 2 mass communications to bargaining unit employees or applicants concerning their rights to join or 3 support the Association, the District shall meet and confer with the Association concerning the content 4 of the mass communication. If the parties cannot reach an agreement and the employer decides to go 5 ahead with its proposed mass communication, it must also simultaneously distribute a communication 6 of reasonable length provided by the Association. The District shall not deter or discourage bargaining 7 unit employees or applicants from becoming or remaining members of the Association. 8 3.7 Hold Harmless Clause. The Association agrees to indemnify, defend and hold harmless 9 the District from any and all claims occurring or resulting from the enforcement or challenge to the 10 legality of the provisions of this Article. The District shall take no action to encourage or assist anyone 11 in making such a claim and shall not without a compelling reason reject counsel proposed by CSEA to 12 defend any such claim. 13 ARTICLE 4 14 **UNIT MEMBER RIGHTS** 15 4.1 Unit Member Records. 16 4.1.1 The personnel file of each unit member shall be maintained at the 17 District's central administration office. 4.1.2 Unit members shall be provided with copies of any derogatory written 18 19 material five (5) workdays before it is placed in the unit member's personnel file. The unit member 20 shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached 21 22 to the material. All material placed in a unit member's file shall be dated and signed by the person 23 who caused the material to be prepared.

4.1.3 The unit member's personnel file shall be available for examination by
 the unit member or his/her CSEA representative if authorized by the unit member.

4.2 <u>Distribution of Job Information.</u> Upon initial employment and each change in classification, each affected unit member in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates, and the applicable hours of the assignment. The District shall be responsible for informing new unit members as to the rights, benefits and obligations of their employment, specifically including applicable health and welfare benefits.

8 4.3 Probationary Period. The probationary period for new or promoted unit members shall 9 not exceed six (6) months except as set forth below. The six (6) month probationary period is equal to 10 one hundred thirty (130) days in paid status, including holidays, sick leave and vacation (so long as they 11 do not extend beyond five (5) consecutive work days), irrespective of the number of hours worked per 12 day. Summer school assignments do not count towards meeting the required 130 days in paid status for 13 purposes of completing the probationary period. If a probationary unit member transfers, his or her 14 probationary period will restart unless he or she transfers to a position with the same immediate 15 supervisor. If a probationary unit member's promotional request is granted, the unit member will not 16 become permanent until the unit member has successfully completed probation in the promotional 17 position. Should the unit member fail to satisfactorily complete probation in the promotional position, 18 the unit member shall be returned to his/her former position and shall receive credit, towards completion 19 of the probationary period, only for the time served in the former position. Probationary periods will 20 automatically be extended by the length of any long-term absences (i.e., over five (5) consecutive 21 working days). The probationary period for a new unit member may be extended up to an additional six 22 (6) months by mutual written consent of the District, CSEA and the affected probationary unit member. 23 4.4 The District shall act in accordance with all applicable Board Policies and Administrative 24 Regulations.

1	<u>ARTICLE 5</u>
2	EVALUATION
3	5.1 <u>Evaluation Schedule.</u> All employees shall be evaluated by their immediate supervisor
4	or designee in accordance with the following schedule:
5	5.1.1 Probationary Employees: Probationary employees will be evaluated prior to the
6	end of the second, fourth and sixth month of service.
7	5.1.2 Permanent Unit Members: Permanent unit members will be evaluated annually.
8	Evaluations will be completed during the period of March 1 to June 30. If the employee's work year
9	ends prior to June 30, the evaluation shall be completed before the last day of their work year.
10	5.1.3 A performance evaluation may be made at any time by the immediate
11	supervisor.
12	5.2 <u>Procedures.</u> Performance evaluations shall be made on prescribed forms, which shall be
13	completed by the evaluator. See Appendix C.
14	5.2.1 The evaluator shall present and discuss the performance evaluation, in
15	person, to the employee and shall discuss it with him/her.
16	5.2.2 Unless the evaluation recommends disciplinary action, any negative
17	evaluation shall include specific recommendations or suggestions for improvement and, where
18	appropriate, provisions for assisting the unit member in implementing any recommendations made.
19	5.3 If the District should fail to provide an evaluation, such failure shall not be subject to
20	the grievance procedure (for regular or probationary unit members).
21	<u>ARTICLE 6</u>
22	ORGANIZATIONAL RIGHTS
23	6.1 <u>CSEA Rights.</u> CSEA shall have the following rights in addition to the rights contained
24	in any other portions of this Agreement:

6.1.1 CSEA may use equipment, subject to reasonable regulation by the
 District, and provided further CSEA pays a reasonable and customary fee for the use of such equipment.

6.1.2 CSEA may make reasonable use of school mailboxes and bulletin board spaces for official CSEA business subject to the following conditions: (a)all postings for bulletin boards or items for distribution must contain the date of posting or distribution and the identification of the organization; and (b) a copy of such postings or distributions must be communicated to the Superintendent or designee prior to or at the time of posting or distribution.

8 6.1.3 CSEA business and activities may be conducted in working areas at 9 reasonable times, provided such business or activity does not interfere with the school programs and/or 10 duties of unit members and will not interfere with the right of unit members to refrain from listening or 11 speaking with a CSEA representative. Where a school facility is requested, CSEA shall obtain advance 12 permission from the Superintendent or designee regarding the time, place and type of activity or business 13 to be conducted. A reasonable and customary fee may be assessed for expenses incurred by the District 14 related to utilities, security, cleanup and any unusual wear or damage as a result of use of the school 15 facility by CSEA. In accordance with past practice, routine CSEA meetings may be held at District 16 facilities without charge.

6.1.4 The right to review unit members' personnel files and any other records
dealing with unit members when accompanied by the unit member or on presentation of a written
authorization signed by the unit member.

6.1.5 The right to be supplied with a complete and accurate "hire date" seniority
roster of all bargaining unit members every year. The roster shall indicate the unit member's present
classification and primary job site.

1 6.1.6 The right to review at all reasonable times any other public documents in 2 the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive 3 bargaining representative.

6.1.7 The right to conduct one (1) two-hour orientation session on this
Agreement for bargaining unit members during regular working hours within thirty (30) calendar days
after the execution of this Agreement.

6.1.8 New Employee Orientation. The Association shall have the right to
designate a representative to conduct a fifteen (15) minute informational meeting to newly hired unit
members. Such meetings shall be conducted at the conclusion of the District's new employee safety
training orientation or any similar meetings held by the District.

11 6.2 <u>Distribution of Contract.</u> Within thirty (30) days after the execution of this Agreement, 12 the District shall print or duplicate and provide without charge a copy of this Agreement to every unit 13 member in the bargaining unit. Any employee who becomes a member of the bargaining unit after the 14 execution of this Agreement shall be provided a copy of this Agreement by the District without charge 15 at the time of employment as set forth below. Each unit member shall be provided by the District without 16 charge a copy of any written changes agreed to by the parties to this Agreement during the life of this 17 Agreement.

18 6.3 <u>CSEA Informational Packets.</u> Provided the Association keeps the District supplied with 19 the packets, the District shall provide each new unit member with an informational packet prepared by 20 the Association. The District shall notify the President of the Association when additional packets are 21 needed. This packet shall include a copy of this Agreement.

6.4 <u>Governing Board Agendas.</u> The CSEA Chapter President will receive three (3) copies
of the Governing Board Agenda (items and motions only, and one (1) complete packet) prior to each

1	Governing Board Meeting. The District shall also provide CSEA with three (3) District directories each
2	year.
3	ARTICLE 7
4	REPRESENTATION
5	7.1 <u>Union Stewards.</u> The District recognizes the right of CSEA to designate Union Stewards
6	from among unit members.
7	7.2 <u>Notification of Steward Designation</u> . CSEA shall notify the District in writing of the
8	names of the Union Stewards and the group they represent. If a change is made, the District shall be
9	advised in writing of such change.
10	7.3 <u>Chapter Release Time.</u> The Chapter shall be granted 192 hours of release time per
11	school-year for the use of CSEA Officers and Union Stewards to conduct necessary CSEA business.
12	The Chapter president shall notify the District in writing as to the distribution of hours herein and may
13	modify the distribution during the school-year so long as adequate hours remain. The following shall be
14	understood to constitute the basis for granting release time to Union Stewards.
15	7.3.1 Upon notice to his/her immediate supervisor, a Union Steward may be
16	permitted to leave his/her normal work area during reasonable times in order to assist in preparation and
17	writing of grievances. If a Union Steward meets with a unit member during the unit member's work
18	hours, the Union Steward may not interrupt the normal flow of work. The Union Steward is permitted
19	to discuss a grievance with unit members immediately concerned, and, if appropriate, to attempt to
20	achieve settlement in accordance with the grievance procedure.
21	7.3.2 If an adequate level of service cannot be maintained in the absence of a
22	Union Steward and/or the grievant at the time of the notification mentioned in Section 7.3.1, the Union
23	Steward and/or grievant shall be permitted to leave his/her normal work area no later than two (2) hours
24	after the Union Steward provides notification.
	11

1	7.3.3	In addition to the CSEA Chapter Release Time, the Chapter may utilize following
2	release time, which s	hall not count against the CSEA Chapter Release Time:
3		a. Two (2) representatives designated by the Chapter to attend monthly
4		problem-solving meetings;
5		b. One (1) representative designated by the Chapter to represent employees
6		in meetings with the District that the unit member reasonably believes may lead
7		to discipline;
8		c. Six (6) representatives designated by the Chapter to serve as liaisons to
9		monthly CRC meetings;
10		d. Release time for the CSEA negotiations team to participate in
11		negotiations;
12		e. One (1) representative designated by the Chapter, along with the
13		grievant(s) to participate in grievance proceedings/mediation/arbitration
14		meetings;
15		f. Up to two (2) representatives designated by the Chapter who may attend
16		any other problem-solving meetings called by the District; and
17		g. One (1) Union Steward to accompany a CAL-OSHA representative
18		conducting an on-site walk-around safety inspection of any area for which the
19		Union Steward has responsibilities as a Union Steward, upon the request of the
20		CAL-OSHA representative and subject to the approval of the unit member's
21		supervisor, which approval will not be arbitrarily withheld.
22	7.4. <u>CSEA</u>	Annual Conference. The right to have a maximum of five (5) unit members have
23	up to one week of pa	aid release time to serve as CSEA Chapter delegates to attend the CSEA annual

1	conference. Only unit member(s) in paid status (e.g., those in summer school, extended year or whose	
2	work year coincides with the conference) will qualify for this paid release time.	
3	ARTICLE 8	
4	CONTRACTING BARGAINING UNIT WORK AND USE OF	
5	SHORT-TERM AND SUBSTITUTE EMPLOYEES	
6	8.1 <u>Restriction on Contracting Out.</u> During the life of this Agreement, the District agrees	
7	that it will not contract out work which has been customarily and routinely performed or is performable	
8	by unit members which will result in the displacement or reduction of regular hours, extra duty	
9	assignments, wages, transfer or reassignment of unit members.	
10	8.2 <u>Notice to CSEA.</u> No contract for service which might affect the regular wages, hours,	
11	transfer or reassignment of unit members shall be let until CSEA has been provided ten (10) days	
12	advance of the award.	
13	8.3 <u>Bargaining Unit Work.</u> No supervisory or management employee may perform any work	
14	within the job description of a unit member, which will result in the displacement, reduction of regular	
15	hours, extra duty assignments, wages, transfer or reassignment of any unit member.	
16	8.4 <u>Negotiations.</u> To the extent such contracting out results in a layoff of unit members or	
17	results in unit members on layoff not being recalled, CSEA shall have the right, on demand, to negotiate	
18	the effects of such contracting out.	
19	8.5 <u>Short-Term Employees</u> .	
20	8.1.1 <u>Definition</u> . The term "short term employee," as used in this Agreement,	
21	shall mean any person who is employed to perform a service for the District, upon the completion of	
22	which, the service or similar services will not be extended or needed on a continuing basis.	
23	8.6 <u>Substitute Employees.</u> Substitute employees shall be used only to replace unit members	
24	who are absent from work or to fill positions for a reasonable period of time after a bargaining unit 13	

1	position has been vacated and a regular replacement has not been recruited. A reasonable period of time
2	is defined to be no longer than sixty (60) working days, unless a longer period of time has been agreed
3	to by CSEA. It is further specifically agreed that in the event that the definition of "substitute employee"
4	as maintained in the California Education Code as of the date of this Agreement is thereafter modified,
5	such modified statutory definition shall apply herein, even if applicable law would permit the definition
6	herein set forth to remain in effect.
7	ARTICLE 9
8	HOURS AND OVERTIME
9	9.1 <u>Workday and Workweek.</u> The workday and workweek of regular full-time
10	employment shall be eight (8) hours per day and forty (40) hours per week. The District workweek
11	starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight. Notwithstanding the foregoing,
12	the regular workweek for all unit members shall be from Monday through Friday, except as set forth
13	below. The District may employ persons in bargaining unit positions who work less than eight (8)
14	hours per day and/or forty (40) hours per week; such positions shall be deemed part-time positions.
15	The District may, through authorized administrators, order and authorize unit members to perform
16	extra duty in addition to such unit member's regular minimum assignment. Extra duty so ordered and
17	authorized shall be compensated at the unit member's regular rate of pay, unless such work results in
18	overtime, as set forth below. The regular work year for unit members shall be as set forth in
19	Appendix A.
20	9.1.1 The District may assign a workweek different than Monday through Friday under
21	the following circumstances: (1) current unit members may voluntarily consent to such reassignment;
22	(2) new unit members may be so assigned; and (3) current unit members may be offered such
23	reassignment in lieu of layoff in accordance with applicable law.

- 9.1.2 Workday. The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each unit member shall be assigned a fixed, regular and ascertainable minimum number of hours.
- 9.1.2.1 Unit members who have District extra duty assignments which require
 them to perform such assignments during their normal work day shall be allowed to revise, with the
 approval of their immediate supervisors, their schedules to accommodate such assignments.
- 9.2 <u>Authorization of Extra Duty.</u> Authorization must be given in advance whenever
 practicable. Any disputes as to whether or not extra duty was authorized shall be subject to the grievance
 procedure of this Agreement.
- 9.3 <u>Assigning of Extra Duty.</u> The District shall distribute and rotate assignments among the unit members at particular sites and among same job classifications. Rotational lists shall be established and accessible to unit members in each department or site. To the extent reasonably possible, the District shall give a minimum of forty-eight (48) hours notice to unit members of impending assignments. These assignments will be rotated among available unit members by seniority. All hours worked in these assignments will be paid at the unit member's regular rate or overtime rate if applicable.
- 16 9.3.1 Human Resources shall issue a seniority list for all unit members in July of each 17 school year and an updated list prior to the beginning of Winter and Spring athletics seasons. This list 18 will include name, site, classification and phone number for the unit member. For purposes of 19 assignments scheduled more than sixty (60) days in advance, supervisors will meet with applicable 20 classifications at the beginning of each athletic season (Fall, Winter, Spring) to assign overtime for that 21 season. Assignments shall be issued by using rotating seniority as defined in Section 9.3.2. Employees 22 that transfer/promote to a new position within the same classification shall retain previously accepted 23 extra duty assignments. Newly hired employees shall be added to the seniority list at the end of the 24 rotation.

9.3.2 Rotating seniority will flow as follows:

2 9.3.2.1 For needs within a specific classification, the following procedure will be used to fill all extra duty assignments. For the purposes of this section, seniority for Lead 3 Campus Supervisors shall be combined with the unit member's seniority as a Campus 4 5 Supervisor to determine overall seniority. Similarly, seniority for Lead Custodian shall 6 also include the unit member's seniority as a Custodian, Lead Nutrition Services Assistant shall also include the unit member's seniority as a Nutrition Services Assistant, 7 and Senior Groundskeeper shall also include the unit member's seniority as a 8 9 Groundskeeper to determine the unit member's overall seniority: 10 1. Site level unit members in the applicable classification by rotating 11 seniority 2. District level unit members in the applicable classification by rotating 12 seniority 13 3. If an assignment is not filled by 1 or 2 it will be offered to regular 14 15 bargaining unit members first at the site level and then districtwide whose assignments are not within the classification needed and have met the 16 17 minimum qualifications for the applicable classification. 4. Substitutes (after steps 1-3 have been exhausted). 18 19 9.3.2.2 If the most senior unit member declines the first 1 activity on the list, the 20 unit member moves to the bottom of the list and the activity is then offered to the next

21 most senior unit member.

9.3.2.3 Additional assignments that are added to the school calendars
throughout the school year will be assigned by starting after the last unit member who
was offered an extra duty assignment and moving through the seniority list.

9.3.2.4 Unit members can mutually switch extra duty assignments after all
 assignments have been set. They must notify their supervisor of the change so that it
 can be noted on the master calendar.

9.3.2.5 A last-minute list will be created for occasions wherein the assignment
will take place in less than 48 hours. Unit members districtwide may indicate their
interest and availability for said list using the same frequency as referenced in 9.5.1.
Site unit members within the needed classification will be given preference prior to
utilizing members within the classification from other sites. If the list is exhausted the
district can immediately fill the assignments with subs.

9.3.2.6 Emergency situations, as determined by Administration, will start at the
 top of the seniority list. An emergency situation is defined as a sudden, unexpected, or
 impending situation that may cause injury, loss of life, damage to the property, and/or
 interference with the normal activities of a site or district and which, therefore, required
 immediate attention/action.

9.4 <u>Right of Refusal of Extra Duty.</u> A unit member may refuse offers of overtime, except that when the needs of the District warrant, the supervisor may, under reasonable circumstances, direct the unit member(s) to work overtime. In all cases, supervisors shall make reasonable attempts to identify unit members desiring overtime before ordering overtime when the unit member indicates a desire to refuse overtime.

9.5 <u>Overtime Defined.</u> Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) day or in excess of forty (40) hours in one (1) week; or any time worked on the 6th or 7th day following commencement of the regular workweek of five (5) consecutive days for unit members regularly scheduled for twenty (20) hours or more per week. For unit members regularly scheduled for less than twenty (20) hours in one (1) week, work on the 7th day shall be considered

1 overtime. For the purposes of determining what constitutes time worked beyond the regular

2 workweek, any day in paid status during the regular workweek shall be deemed to constitute a

3 workday.

9.6 <u>Compensation for Overtime.</u> All overtime, except as elsewhere provided in this
Agreement, shall be compensated at one and one-half (1-1/2) times the regular rate of pay of the unit
member. For purposes of determining the unit member's regular rate, to provide compensation for
overtime, the unit member's regular monthly salary shall be divided by 173.3 hours

9.7 <u>Call-In Time.</u> Call-in time is nonscheduled working time, where a unit member is called in to work either after the completion of his/her regular assignment on a regularly scheduled workday, or when a unit member is called in to work on a day he/she was not regularly scheduled to work. All call-in time shall be compensated at the applicable rate for at least two (2) hours, irrespective of the time actually worked. Call-in time shall be deemed to commence thirty (30) minutes prior to the arrival of the unit member at his/her work site.

9.8 <u>Non-Student Days.</u> On any school day during which pupils otherwise have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay whether or not they are required to report for duty that day

9.9 <u>Lunch Periods.</u> Unit members shall be entitled to an unpaid, uninterrupted lunch period after the unit member has been in paid status for four (4) hours. When the work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the employer and the employee. The length of time for such lunch period shall be for a period of not more than one (1) hour but not less than one-half (1/2) hour and shall be scheduled for seven (7) hour and eight (8) hour unit members at or about the midpoint of the workday. Any unit member ordered and authorized to work during his/her lunch period shall be compensated for such work at the overtime rate.

1	9.10	Rest Periods. Rest periods for unit members shall be paid, uninterrupted breaks, and will
2	be scheduled at or about the midpoint of each work period as follows:	
3		a. Seven (7) hour and over unit members: two (2) 15-minute breaks;
4		b. Over five (5) but less than seven (7) hour unit members: one (1) 15-minute break
5		and one (1) 10-minute break;
6		c. More than three (3) but not more than five (5) hour unit members: one (1) 15-
7		minute break.
8		d. One (1) 15-minute break will be given for each three and one-half (3-1/2) hours
9		of overtime worked.
10	9.11	Reduction in Assigned Time. Any reduction in assigned time shall be accomplished in
11	accordance with applicable law.	
12	9.12	Adjustment of Assigned Time. Any unit member who works an average of thirty (30)
13	minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20)	
14	consecutive w	vorking days or more shall have his/her regular assignment adjusted upward to reflect the
15	longer hours,	effective with the next pay period. The foregoing provisions shall not apply where the
16	District does not reasonably foresee the need for continuing the extra time beyond a period of ninety	
17	(90) calendar	days and so notifies the affected unit member(s) during the initial twenty (20) consecutive
18	working-day	period, except that under any circumstances where a unit member's average paid time,
19	excluding pai	d overtime, exceeds his/her average regular assigned time by thirty (30) minutes or more
20	per working	day in any quarter, such unit member shall have his/her regular part-time assignment
21	adjusted upward to reflect the longer hours effective with the next pay period.	
22	9.13	On Call. On call time is when a unit member has agreed to be "on call" to respond to

24 follows:

1	a. Monday through Sunday - Unit members will be paid two (2) hours at their
2	regular hourly rate for each day that they are on call.
3	b. Holidays observed by the District - Unit members will be paid three (3) hours at
4	their regular hourly rate in addition to any holiday pay authorized under Article 14.
5	c. Emergency Call Response – In the event an On-Call employee is required to
6	physically respond to a call, he/she shall be compensated at the unit member's regular rate of pay, unless
7	such work results in overtime as defined in Article 9.2, in which case the unit member shall be
8	compensated at his/her overtime rate. Unit members shall be compensated, portal to portal a
9	for physically responding to each call.
10	d. Eligibility – For unit members to be eligible for on call duty they must:
11	1. Be available by phone or pager during the entire on call period,
12	2. Be able to report to the worksite within 45 minutes, and
13	3. Not consume alcoholic beverages or be impaired by any controlled
14	substance.
15	e. Any compensation under Article 9.13 shall not be eligible for compensatory time
16	per Article 9.16.
17	9.14 <u>Recess Period Assignments</u> . When work normally and customarily performed by unit
18	members is required to be performed by unit members not regularly scheduled to work when school is
19	in recess (e.g., Thanksgiving Break, Winter Break, Spring Break, Summer Break, etc.), the work shall
20	be offered to unit members in the appropriate classifications as provided in this Section. It is the parties'
21	goal that this procedure will result in the most qualified applicant for the position performing the duties
22	and to equitably rotate assignments among qualified applicants.

1	9.14.1 Assignments of Unit Members. Recess Period Assignments, with the
2	exception of Summer School assignments listed in 9.14.2, shall be made utilizing the following
3	procedure:
4	a. In August of each new school year, the District shall distribute an interest
5	survey to all bargaining unit members, soliciting interest to work during recess periods
6	throughout the year (September - August).
7	b. Assignments shall be made within the same classification first based on
8	rotating site-wide seniority.
9	c. If there are no unit members at the site within the same classification who
10	expressed interest, then assignments shall be made within the same classification based
11	on rotating District-wide seniority.
12	d. If there are no unit members in the same classification who expressed
13	interest, then the District shall assign the most senior unit member (based on District-
14	wide seniority) who meets the minimum qualifications of the assignment.
15	e. If there are no unit members available who have expressed interest in recess
16	assignments, then the District may utilize substitute employees in short-term
17	assignments.
18	f. If a unit member either accepts or rejects an offer to work during a recess
19	period as offered in a-d above, the unit member shall be placed at the bottom of the
20	rotation.
21	9.14.2 Summer School Assignments. Summer school assignments shall be made
22	utilizing the following procedure:
23	a. If the unit member currently serves in the same classification for which they
24	are applying, they shall receive the assignment.

1	b. If more than one unit member serves in the same job classification that is
2	being applied for, the unit member with the most District-wide seniority shall receive the
3	assignment. Assignments shall be rotated over a two-year period between individuals
4	meeting Criteria a.
5	c. If there are no unit members in the same classification who apply, then the
6	District shall assign the most senior unit member (based on District-wide seniority) who
7	meets the minimum qualifications of the assignment for which the unit member applied.
8	9.14.3 Recess Period Work Compensation: A unit member who accepts a recess period
9	assignment in accordance with the provisions of this Section shall receive, on a pro rata basis,
10	the same compensation and benefits applicable to that classification in which the unit member is
11	working during recess period.
12	9.14.3.1 The unit member shall be compensated at the same step as the
13	unit member's regular classification. (e.g., An employee who is on Row 12.1, Step 2, who is
14	performing recess work as a custodian which is compensated in Row 16.1, would be
15	compensated at Row 16.1, Step 2.) No prorating of compensation and benefits shall be applied
16	on any basis other than on the relationship which the number of hours assigned for recess period
17	work bears to the number of hours assigned the unit member during the regular work year.
18	9.14.3.2 In the event the unit member's regular classification is at a range
19	greater than the range of the recess period assignment, the unit member shall be compensated at
20	Step 6 of the range for the recess period assignment. (e.g., An employee who is on Row 32.1,
21	Step 2, who is performing recess work as a custodian which is compensated in Row 16.1, would
22	be compensated at Row 16.1, Step 6.)
23	9.14.4 For the purposes of this Section, such assignments shall be considered regular
24	assignments, and the unit member retains all rights, benefits and burdens during such assignment. All

hours worked in a recess assignment (including summer school) shall be considered hours in paid status
 for the purposes of seniority.

- 3 9.14.5 Eligible unit members performing recess period assignments shall receive
 4 longevity pay during the period of the assignment.
- 5 9.15 <u>Shift Differential Reduction in Hours.</u> "Night custodians" shall receive a shift 6 differential of 2.5% of their current salary. A "night custodian" is one who has a regularly assigned shift 7 that ends after 8:00 p.m.
- 8

9.16 <u>Compensatory Time Off.</u>

9 9.16.1 A unit member shall have the option to elect to take compensatory time off in lieu 10 of cash compensation for overtime work, unless the overtime is related to use of facilities by a non-11 District entity or individual, in which case the unit member must take cash compensation and is not 12 entitled to compensatory time off. Such election shall be submitted in writing to the immediate 13 supervisor within five (5) working days following the day the overtime was worked. Compensatory 14 time off shall be granted at the appropriate rate of overtime in accordance with Section 9.4 of this Article. 15 9.16.2 Compensatory time shall be taken at a time acceptable to the District within three (3) months of the end of the fiscal year in which it was earned. If the compensatory time has not been 16 17 taken as set forth above, the District shall pay the unit member in cash for all such time.

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ARTICLE 10

PAY AND ALLOWANCES

10.1 <u>Regular Rate of Pay.</u> The regular rate of pay for each position in the bargaining unit shall
 be in accordance with the rates established for each class as provided for in Appendices A and B, which
 is attached hereto and by this reference incorporated as part of this Agreement.

An ongoing two percent (2%) increase shall be applied to the classified salary schedule effective July 1, 2019, and an additional ongoing two percent (2%) increase to the classified salary schedule effective July 1, 2020. This includes all earnings (e.g. overtime and longevity). The 2019-2020 and
 2020-2021 salary schedules included in Appendix B reflect the above-referenced increases.

3

10.2 <u>Salary Increases.</u>

4 10.2.1 If, during the term of this Agreement, the District grants unit members in any 5 other bargaining unit a cost of living percentage salary increase to the salary schedule (excluding 6 increases based on an increased work year) which exceeds the percentage salary increases contained in 7 this Agreement, the District shall adjust the percentage salary increases contained in this Agreement so 8 that they are equal to the percentage salary increase granted to unit members in the other bargaining 9 unit. 10.2.2 For the purpose of this Article, the term "bargaining unit" refers to a bargaining 10 unit where a single employee organization has been granted exclusive representation rights pursuant to 11 the Educational Employment Relations Act.

12 10.2.3 For the purposes of this Article, the term "salary increase" refers only to base
13 salary or wages and does not include longevity pay, health and welfare benefits, retirement benefits,
14 bonuses, vacations, holidays, sick leave or other fringe benefits.

15 10.2.4 Salary increases applicable to this section shall include retroactivity based upon
16 the effective date of the increase.

17 10.3 <u>Paychecks.</u> All regular paychecks of unit members shall be itemized to the maximum
 18 extent practicable pursuant to the payroll procedures of the Riverside County Office of Education,
 19 including accrued sick leave and vacation entitlements.

20 10.4 <u>Payroll Errors.</u> Any payroll error resulting in insufficient payment for a unit member 21 shall be corrected, and a supplemental check issued, not later than four (4) working days after the unit 22 member provides notice to the payroll department.

10.5 <u>Excess Payments.</u> In the event a payroll error results in an excess payment to a unit
 member, the unit member shall be required to refund the excess to the District as soon as is reasonable

under the circumstances, but in no event shall the unit member take more than six (6) months to refund
 the entire excess.

10.6 Lost Checks. Any paycheck for a unit member which is lost after receipt or which is not
delivered within five (5) days of mailing if mailed, shall be replaced not later than three (3) working
days following the unit member's demand to the payroll department for replacement of the paycheck.

6 10.7 <u>Promotion.</u> Any unit member receiving a promotion under the provisions of this 7 Agreement shall be moved to the appropriate range and step of the new class which provides an amount 8 at least equal to a one step increase in the unit member's previous range, except that the unit member 9 may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

10 10.8 <u>Mileage</u>. Any unit member authorized by his/her supervisor to use his/her vehicle on 11 District business shall be reimbursed for all miles driven on behalf of the District. The mileage 12 computation shall include mileage necessary to return to the unit member's normal job site after the 13 completion of District business, or to the unit members' residence, whichever is a shorter distance. The 14 rate paid shall be the Internal Revenue Service per mile reimbursement rate. The District will make a 15 good faith effort to reimburse mileage driven on behalf of the District within thirty (30) days after 16 submission of a claim.

17 10.9 <u>Meals.</u> Any unit member who, as a result of work assignment, must have meals away 18 from the District shall be reimbursed a reasonable and necessary amount towards the cost of the meal 19 not later than five (5) working days after submission of the expense claim.

10.10 <u>Lodging</u>. Any unit member who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for the reasonable cost of such lodging. Where possible, the District shall make reservations and provide advance funds to the unit member for such lodging. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the unit member for reasonable out-of-pocket lodging expenses within five (5) working
 days after the unit member has submitted an expense claim.

3 10.11 <u>Anniversary Date.</u> For the purpose of determining the date upon which unit members 4 shall be granted salary schedule step advancement, regardless of subsequent promotion and/or 5 reclassification, the following procedures shall apply:

6 10.11.1 Unit members hired on or before the 14th day of the month shall have the 7 first day of that month as an Anniversary Base Date; unit members hired on or after the 15th day of the 8 month shall have the 1st day of the immediately succeeding month as an Anniversary Base Date.

9 10.11.2 For a unit member who is laid off and subsequently rehired, if such 10 rehiring occurs within one (1) year of the date of the layoff, the unit member shall retain the Anniversary 11 Date which the unit member had prior to layoff. If such rehiring occurs after one (1) year of the date of 12 the layoff, the date of rehire shall be the unit member's new Anniversary Date.

13 10.12 <u>Training Time.</u> If the District requires a unit member to attend training sessions or 14 otherwise engage in training of any kind in order to continue his/her employment in a position they shall 15 receive compensation as follows:

16 10.12.1 When the training occurs during the unit member's regularly assigned 17 working hours, the unit member shall be paid at his/her regular rate of pay and shall receive all benefits 18 to which he/she is entitled.

19 10.12.2 When the regularly assigned hours and the hours of training combined 20 total in excess of eight (8) hours on a regularly assigned workday, or when the training occurs at any 21 time other than the regularly assigned workweek and would otherwise qualify for overtime pay, the unit 22 member shall be paid at the overtime rate appropriate for the day and/or time at which the training 23 occurs. The overtime rate shall be based on the unit member's regular rate of pay.

1 10.12.3 All costs incurred under a mandated training program for employee
 2 transportation, registration fees, and supplies shall be paid for by the District.

3 10.13 Longevity Pay. At the beginning of ten (10) years of regular, continuous service, the 4 regular rate of pay shall be increased by two and one-half percent (2.5%). At the beginning of fifteen 5 (15) years of regular, continuous service, the regular rate of pay shall be increased by an additional 6 two and one-half percent (2.5%) over the increment first above mentioned. At the beginning of twenty 7 (20) years of regular, continuous service, the regular rate of pay shall be increased by an additional 8 two and one-half percent (2.5%) over the two increments above mentioned. (Longevity shall also be 9 paid during recess period assignments.) At the beginning of twenty-five (25) years of regular, 10 continuous service, the regular rate of pay shall be increased by an additional two and one-half percent 11 (2.5%) over the three (3) increments above mentioned. At the beginning of thirty (30) years of regular 12 continuous service, the regular rate of pay shall be increased by an additional two and one-half percent

13 (2.5%) over the four (4) increments above mentioned.

14 10.14 Bilingual Stipends. The District shall provide a seventy-five dollar (\$75.00) a month 15 stipend to unit members designated annually by their site principals or District Office supervisor as 16 being responsible for providing interpretation services. There shall be two (2) unit members eligible 17 for the bilingual stipend at the District Office, Paloma Valley High School and Perris Lake High 18 School. Two (2) unit members may be designated at Pinacate Middle School, Heritage High School 19 and Community Day School, and three (3) individuals at Perris High School. The individual may 20 decline the designation. The parties agree to utilize data from student information system and input 21 from the site principals to determine what, if any, additional stipends should be provided throughout 22 the District.

23 10.15 <u>CalPERS.</u> Unit members will be responsible for paying the employee portion of their
 24 Public Employee's Retirement System (PERS) contributions

ARTICLE 11

2

HEALTH AND WELFARE BENEFITS

11.1 <u>General.</u> Unit members shall be eligible for medical, dental and vision plans as
offered through the District. The premiums shall be a two-tiered rate for all participating unit
members.

6 11.2 Eligibility. Effective April 1, 2018, unit members who work at least six (6) hours 7 per day and thirty (30) hours per week shall be eligible for health and welfare benefits. All unit 8 members with a hire date prior to April 1, 2018, who worked less than six (6) hours per day and thirty 9 (30) hours per week, but at least three and one half $(3 \frac{1}{2})$ hours per day and seventeen and one half 10 $(17 \frac{1}{2})$ hours per week, shall continue to be eligible for health and welfare benefits. A unit member 11 must enroll in health and welfare benefits within thirty (30) days of employment. Plan year renewal 12 dates shall be July 1. Unit members shall be permitted to make changes to insurance selections on (1) during open enrollment or (2) upon change of status 13

14

11.3 <u>Health Insurance.</u>

15 11.3.1. Effective July 1, 2022, medical premiums shall be offered on a two-tiered rate 16 structure: Singe or Family coverage. Family coverage is defined as employee and all eligible dependents 17 and/or the employee's spouse. Dental and vision shall be offered on a composite rate structure. The 18 District contribution towards premiums for health and welfare benefits for full-time unit members will 19 be \$7,770 single coverage and \$15,620 for family coverage. Effective July 1, 2023, the District 20 contribution towards premiums for health and welfare benefits for full-time members will be increased 21 to \$8,120 single coverage and \$16,420 for family coverage. For each year, the amount shall be prorated 22 for employees who work less than eight (8) hours per day and forty (40) hours per week.

23 11.3.2 <u>Medical.</u> Except for those unit members with duplicate medical coverage,
24 all unit members who work at least eight (8) hours per day and forty (40) hours per week shall be

required to take a medical plan. Eligible unit members who work less than eight (8) hours may choose to select a medical plan. For the first 100 hospital admissions of benefit eligible unit members, or their covered dependents, the District will reimburse the unit member's co-payment up to two hundred dollars (\$200) upon submission of appropriate documentation. Documentation must be submitted to the Business Office within thirty (30) days of incurring the expense. After 100 reimbursements, unit members will pay the full co-payment amount.

11.3.3 <u>Dental and Vision.</u> All unit members who work at least eight (8) hours per day
and forty (40) hours per week shall be required to take a dental and vision plan. Eligible unit members
who work less than eight (8) hours may choose to select a dental and vision plan.

10 11.3.4 Unit members with cash option who work at least eight (8) hours per day and forty 11 (40) hours per week shall be enrolled in the least expensive dental and vision plans available to the 12 District at no cost to the unit member. Benefit Eligible unit members with cash option who work less 13 than eight (8) hours per day and forty (40) hours per week shall not receive a district contribution towards 14 dental or vision benefits in addition to the cash option. Unit members may choose to purchase more 15 expensive dental and/or vision benefits from the District at the same premium offered to all other unit 16 members. The difference in the plan(s) selected by the unit member and the least expensive plans offered 17 by the District will be borne by the unit member.

18 11.3.5 Unit members ineligible for health insurance benefit contribution by the District
19 may purchase medical, dental or vision plans, in accordance with current REEP bylaws, the costs of
20 which shall be paid via automatic payroll deduction.

21 11.4 Health and Welfare benefits plans, options, and employee contribution rates shall be 22 included in Appendix D. It is recognized that there may be additional health insurance costs to be paid 23 by unit members, depending upon the type of insurance that is selected during the open enrollment period. Any additional premium costs above the cap shall be paid by the unit member through automatic
 payroll deductions.

3	11.5 <u>Cash Option.</u> Unit members who have alternate medical coverage that meets the
4	requirements of the Affordable Care Act or applicable law may elect not to receive medical benefits
5	and, instead, may elect to receive cash compensation, provided they comply with verification
6	procedures. Unit members who choose the cash option will receive cash compensation in the amount of
7	up to two thousand dollars (\$2,000). The amount shall be prorated for employees who work less than
8	eight (8) hours per day and forty (40) hours per week.
9	11.6 <u>Continuation of Coverage.</u> The District will comply with applicable state and federal
10	regulations regarding continuation of health insurance coverage (commonly called "COBRA").
11	11.7 <u>Tax Sheltered Annuities.</u> The District shall provide payroll deduction for unit members
12	who wish to participate in a tax sheltered annuity program. The unit member may elect to remit salary
13	deduction to any of the insurance companies which are approved by the Riverside County Office of
14	Education.
15	11.8 <u>Insurance Committee.</u> An insurance committee shall be formed to periodically review
16	pertinent programs for the unit members.
17	ARTICLE 12
18	UNIT MEMBER EXPENSES AND MATERIALS
19	12.1.1 <u>Tools.</u>
20	12.1.2 The District agrees to provide all tools, equipment and supplies reasonably
21	necessary to unit members for performance of employment duties.
22	12.1.3 Notwithstanding Section 12.1.1, if a unit member is authorized by his/her
23	supervisor to provide tools or equipment which are the personal property of the unit member for use in
24	the course of employment, the District agrees to reimburse the unit member for the reasonable repair or

replacement cost for any damage or loss to such occurring in the course of employment, subject to the
 provisions of Section 12.2, below. At no time will a unit member be compelled to provide or use any
 tools or equipment which are the personal property of the unit member in the course of employment.

4

12.1.3 The District agrees to provide a safe place to store all tools and equipment.

5

12.2 <u>Replacing or Repairing Unit Member's Personal Property.</u>

6 12.2.1 The District shall reimburse a unit member for loss or damage excluding amounts 7 recoverable under the unit member's insurance, to personal property used at the unit member's work 8 site if such use has been authorized in advance in writing by the unit member's supervisor.

9 12.2.2 The District shall reimburse a unit member for loss or damage excluding amounts 10 recoverable under the unit member's insurance, to personal property of the unit member necessarily or 11 customarily worn or carried by the unit member while on duty, such as eyeglasses, hearing aids, watches, 12 dentures, and articles of clothing. The actual replacement value of the item shall be used in determining 13 the amount of the claim.

14 12.2.3 Notwithstanding the foregoing, the District shall not be required to make any
15 reimbursement where the loss or damage was primarily due to the negligence of the unit member.

16 12.2.4 All claims under this Section 12.2 shall be made on forms prescribed by the
 17 District and shall be forwarded to the Business Office for review.

18 12.3 <u>Physical/Mental Examination.</u> The District agrees to pay the full cost, or any cost beyond 19 the limits of the unit member's insurance, of any medical examination required as a condition of 20 continued employment, including but not limited to the examination provisions set forth in Education 21 Code Section 45122 or its successor.

12.4 <u>Insurance Costs.</u> For the purposes of this Agreement, a cost "beyond the limits of the
 unit member's insurance" includes all costs not covered by said insurance, including "deductibles," if
 any.

1 12.5 <u>Safety Equipment.</u> The District shall require unit members to use safety equipment 2 reasonably necessary to insure the safety of the unit member or others. The District agrees to furnish 3 such equipment or gear, or to reimburse the unit member for the full cost of procuring such equipment 4 or gear.

5 12.6 <u>Uniforms.</u> Uniforms are determined to be within the meaning of this Article and are 6 defined as follows: "Uniforms are any wearing apparel of a particular color, design, pattern, or style 7 required to be worn or used by the District in the course of employment." Upon the assignment to any 8 position requiring the utilization of a uniform, the District agrees to bear the cost of providing such, and 9 will maintain them. If a unit member is given the option of wash and wear apparel (i.e., they do not 10 require special laundering such as polo shirts or blue jeans), and chooses such, the unit member will be 11 required to launder and maintain them.

12 The following classifications will be required to wear uniforms and will be provided the 13 following upon initial hire:

- a) Campus Supervisor I and II Six (6) Charcoal Gray Polo Shirts, Six (6) Black
 Tactical Shorts/Pants . Unit members may also choose three (3) of the following
 outerwear items:
- i. Zippered, Hooded Sweatshirt
- 18 ii. Windbreaker/Raincoat
- 19 iii. Fleece-Lined Jacket
- 20 b) All Nutrition Services 6 shirts and 6 aprons

21 c) All Maintenance and Operations – uniforms provided by district selected vendor 22 Maintenance and Operations staff will be provided uniforms that consist of pants and shirts. If an 23 employee within this classification chooses to wear denim pants in place of the district issued uniform 24 pants, they must be dark (blue or black), clean, have no holes, rips or other excessive wear marks and fit appropriately. The employee will be responsible for laundering at employees' sole expense and any
 damage that may result.

3	12.7 <u>Tuition Reimbursement</u> . The District shall reimburse unit members to a maximum of			
4	\$125.00 for tuition and required books upon successful completion of any work-related course approved			
5	in advance by the District and CSEA. Work-related courses may include courses required for a majo			
6	in a work-related area, or courses relating to promotional or retraining opportunities within the District.			
7	If the District requests a unit member to take a course, the District shall pay an amount			
8	mutually agreed upon by the District and the unit member. If the District requires a course, the District			
9	shall pay 100% of all costs.			
10	ARTICLE 13			
11	<u>SAFETY</u>			
12	13.1 <u>Safety Committee.</u> A safety committee shall be formed to periodically review health,			
13	safety, sanitation, and working conditions. The committee shall include representatives from each site			
14	approved by the principal of that site plus two (2) members appointed by CSEA and two (2) by PSEA.			
15	The committee shall make recommendations to the District concerning improvements in health, safety,			
16	sanitation, and working conditions.			
17	13.2 <u>Release Time.</u> The unit members of the committee shall be allowed reasonable release			
18	time to carry out their obligations under Section 13.1.			
19	13.3 <u>No Discrimination</u> . No unit member shall be in any way discriminated against as a result			
20	of reporting any condition reasonably believed to be a violation of applicable law.			
21	13.3.1 <u>Reprisals</u> . No reprisals shall be taken against any unit member as a result of the			
22	unit member's submission of a written report concerning any condition reasonably believed to be unsafe.			
23	13.4 <u>Unit Member Safety Complaints.</u> Unit members shall notify their immediate supervisor			
24	in writing or by email, or, in the case of an emergency, orally, concerning an unsafe condition in the 33			

1	District. Their immediate supervisor shall investigate said reported unsafe condition and then advise the			
2	unit member(s) in writing within five (5) working days of any findings and what action, if any, is			
3	appropriate to correct the unsafe condition. If the safety complaint is not resolved to the unit member's			
4	satisfaction, the	member shal	ll contact the CSEA representative of the District Safety Committee, who	
5	shall place the it	tem on the Co	ommittee's agenda. The Chair of the Committee must schedule a meeting	
6	within thirty (30) calendar da	sys of receipt of the complaint.	
7	13.5 <u>New and/or Unfamiliar Work Conditions.</u> In accordance with the District's Injury			
8	Prevention Progr	ram, no unit r	member shall be required to work on or with new technology, an unfamiliar	
9	machine or unfa	miliar chemi	cals, until instruction and training in their operation have been provided.	
10			ARTICLE 14	
11			HOLIDAYS	
12	14.1 <u>S</u>	cheduled Ho	blidays. The District agrees to provide the following paid holidays for	
13	eligible unit mer	mbers as defi	ned by Holiday Eligibility, 14.3:	
14	1	14.1.1	New Year's Day	
15	1	14.1.2	Martin Luther King Day	
16	1	14.1.3	Lincoln Day	
17	1	14.1.4	Washington Day	
18	1	14.1.5	Spring Vacation Day — one Friday during spring recess	
19	1	14.1.6	Memorial Day	
20	1	14.1.7	Juneteenth Day	
21	1	14.1.8	Independence Day	
22	1	14.1.9	Labor Day	
23	1	14.1.10	Admission Day (as set by the District)	

1	14.1.11 Veteran's Day
2	14.1.12 Thanksgiving Day — the Thursday proclaimed by the President and
3	following Friday
4	14.1.13 Christmas Eve
5	14.1.14 Christmas Day
6	14.1.15 New Year's Eve
7	14.2 <u>Additional Holidays.</u> Every day appointed by the President or Governor of this state as
8	a public fast, thanksgiving, or holiday, as provided for in Education Code 37220, or any day declared a
9	holiday by the Governing Board under the Education Code, shall also be a holiday, provided that it is
10	clearly the intent of the President, Governor or Governing Board to give school district unit members a
11	paid day off.
12	14.3 <u>Holiday Eligibility.</u> Except as otherwise provided in this Article, a unit member must be
13	in paid status on the working day immediately preceding or succeeding the holiday to be paid for the
14	holiday.
15	14.3.1 Unit members who are not normally assigned to duty during the school recesses
16	during which Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and/or Spring Vacation
17	Day fall, shall be paid for those holidays provided that they were in a paid status during any portion of
18	the working day of their current assignment immediately preceding or succeeding the holiday period.
19	Notwithstanding the foregoing, Paraeducators assigned to year round education will be granted a
20	minimum of thirteen (13) paid holidays over the course of the school year.
21	14.4 <u>Weekend Holidays</u> . Holidays falling on weekend days shall be adjusted according to the
22	provisions of the Education Code.

1	14.5 <u>Calendar.</u> Prior to the Board adopting a calendar, the parties shall negotiate, to the extent			
2	required by law, outside of the normal negotiations cycle with respect to the establishment of the school			
3	calendar and setting of holidays.			
4	ARTICLE 15			
5	VACATION PLAN			
6	15.1 <u>Eligibility.</u> All unit members shall earn paid vacation time under this Article.			
7	15.2 <u>Paid Vacation</u> . Unit members will accrue vacation on a fiscal year basis (July 1 to			
8	June 30) at the beginning of the fiscal year in which the vacation time would be earned for a full year of			
9	service. Except as otherwise provided in this Article, paid vacation time shall be used no later than the			
10	fiscal year immediately following the fiscal year in which it is earned. A maximum of the equivalent of			
11	one (1) fiscal year vacation may be carried forward.			

Accumulation. Vacation time shall be earned and accumulated on a monthly basis in 15.3

13	accordance with the following schedule:

Years of Employment	Days per Month	Max. Days Allowed
0-5	1.00	12
6-10	1.25	15
11-15	1.50	18
16-19	1.67	20
20+	1.83	22

14

15.3.6 All unit members shall be allowed to carry over up to ten (10) days of their 15 vacation time in each of the two (2) years prior to their retirement so that unit members can collect accumulated vacation time and his/her regular vacation time when retiring. Unit members wishing to 16 utilize this subsection shall provide the District written notice including proof of eligibility. 17

1 15.4 Vacation Pay. Pay for vacation days for all unit members shall be the same as that which 2 the unit member would have received had he/she been working.

3

15.5 Vacation Pay Upon Separation. When a unit member separates from the District for any 4 reason, including termination, he/she shall be entitled to all vacation pay earned and accumulated up to 5 and including the effective date of the separation. Vacation time advanced to a unit member as provided 6 in Article 15.2 shall be reduced to actual time earned and accumulated when a unit member separates 7 from the District prior to end of the fiscal year (June 30).

8

15.6 Vacation Postponement.

9 15.6.1 If a unit member's vacation becomes due during a period when he/she is on leave 10 due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall 11 grant such request in accordance with vacation dates available at that time. The unit member may elect 12 to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or 13 may request to carry over his/her vacation to the following year, or he/she may request compensation 14 for all vacation earned and accumulated during the fiscal year, in which event the District may direct 15 either that the unit member take the vacation or be paid for it.

16 15.6.2 If for any reason a unit member is not permitted to take all or any part of his/her 17 available vacation time before the conclusion of the fiscal year immediately following the fiscal year in 18 which it is earned, the amount not then taken shall be paid.

19 15.7 Holidays. When a holiday falls during the scheduled vacation of any unit member, such 20 unit member shall receive holiday pay in lieu of vacation pay for each holiday falling within that period 21 in accordance with Article 14.

22 15.8 Vacation Scheduling. Except under extenuating circumstances, unit members shall 23 submit their vacation requests as soon as possible, but no later than ten (10) working days in advance of 24 the desired vacation. The unit member's supervisor shall respond in writing to the request within three

1 (3) working days. If the request is denied, the response shall set forth the reasons for the denial and the 2 unit member shall request to schedule vacation at an alternate time. Vacations shall be scheduled at 3 times requested by unit members so far as possible within the District's work requirements. Subject to 4 such requirements, if there is any conflict between unit members who are working on the same or similar 5 operations as to when vacations shall be taken, the unit member with the greatest bargaining unit 6 seniority shall be given his/her preference. If the unit member neglects to schedule their available 7 vacation time within the fiscal year it is earned or the fiscal year immediately following the fiscal year 8 in which it is earned, the unit member's supervisor may schedule vacation time for the unit member.

9 15.9 <u>Interruption of Vacation.</u> A unit member shall be permitted to interrupt or terminate 10 vacation leave in order to begin another type of paid leave provided by this Agreement without a return 11 to active service, provided the unit member supplies notice and reasonable supporting information 12 regarding the basis for such interruption or termination.

13

ARTICLE 16

14

LEAVES

15 16.1 Bereavement. Unit members shall be granted necessary leave, not to exceed three (3) 16 days, or five (5) days when out-of-state travel or in-state travel North of San Luis Obispo, Kern, or San 17 Bernardino Counties is required, (e.g. travel to Bakersfield would receive 3 days and travel to Visalia 18 would receive 5 days), on account of the death of any member of his/her immediate family as defined 19 in California Code of Regulations, Title 8, Section 13692. (However, if the death should be any member 20 of the immediate family or domestic partner residing in the unit member's household, unit member shall 21 be granted five (5) days of bereavement leave.) No deduction shall be made from the salary of such unit 22 member nor shall such leave be deducted from leave granted by other Sections of this Agreement or 23 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 24

1 spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, 2 father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, 3 half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, 4 a child of an aunt or uncle). as used in this Agreement, means the mother, father, grandmother, 5 grandfather, grandchild, step-mother or step-father of the unit member or the spouse of the unit 6 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 7 in the immediate household of the unit member. 8

9

16.2 <u>Judicial and Jury Duty Leave.</u>

10 16.2.1 A unit member shall be entitled to as many days of paid leave as are necessary 11 for appearances in any legal proceeding, other than as a litigant, or on jury duty. The unit member will 12 notify their supervisor of the absence as soon as possible and keep the supervisor informed of any 13 changes. Verification of the leave may be required.

14 16.2.2 A unit member shall be entitled to paid leave when subpoenaed as a witness in 15 any legal proceeding where the unit member is not a party to the proceeding. The unit member will 16 exert reasonable effort to minimize the amount of time which is required to be taken under this section. 17 Any order to appear in a legal proceeding which is brought about by any misconduct or connivance by 18 the unit member shall prohibit the unit member from the paid leave of absence under this section. The 19 unit member will contact the person listed on the subpoena to determine time and date of appearance.

20 16.2.3 Unit members shall assign to the District any and all payments (except mileage
21 allotment) received while on judicial or jury duty leave when the unit member is excused from regular
22 duties for such leave.

1 16.3 <u>Military Leaves.</u> A unit member shall be entitled to full pay and benefits, as required by 2 law, when on military leave and shall retain all rights and privileges granted by law arising out of the 3 exercise of military leave.

4

16.4 <u>Sick Leave.</u>

5 16.4.1 Leave of Absence for Illness or Injury. A unit member employed five (5) days a 6 week by the District shall be granted twelve (12) days leave of absence for illness or injury, exclusive 7 of all days he/she is not required to render service to the District, with full pay for a fiscal year of service. 8 A unit member may utilize sick leave for his/her medical appointments.

9 16.4.2 Notification. The District shall designate a specific office, and an alternate 10 (absence reporting system, aka "SubFinder"), for each school site and/or department, where unit 11 members shall be required to notify the District of an impending absence. Whenever possible, a unit 12 member will notify the District of an impending absence at least one (1) hour prior to the start of that 13 unit member's shift. The District shall establish reasonable rules pertaining to the reporting of 14 impending absences and/or date that a unit member will return to work. The District may require a unit 15 member to provide a doctor's certification of his or her illness after the unit member has been absent for 16 five (5) consecutive days or more or when administration has a reasonable suspicion of sick leave abuse. 17 Such rules shall contain a presumption that a unit member will return to work unless the District is 18 otherwise advised.

19 16.4.3 A unit member, employed five (5) days a week, who is employed for less than a
20 full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as
21 the number of months he/she is employed bears to twelve (12) months.

16.4.4 A unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for

1	less than a full fiscal year of service this paragraph and the preceding paragraph shall determine that
2	proportion of leave of absence for illness or injury to which they are entitled.
3	16.4.5 Pay for any day of such absence shall be the same as the pay which would have
4	been received had the unit member served during the day of illness.
5	16.4.6 At the beginning of each fiscal year, the full amount of sick leave granted under
6	this Section shall be credited to each unit member. Credit for sick leave need not be accrued prior to
7	taking such leave and such leave may be taken at any time during the year. However, a new unit member
8	of the District shall not be eligible to take more than six (6) days until the first day of the calendar month
9	after completion of six (6) months of active service with the District.
10	16.4.7 In accordance with Article 16.11, below, a unit member may use (as set forth in
11	Section 16.4.1) or the District may require that sick leave be used to provide pay during an otherwise
12	unpaid family and/or pregnancy disability leave.
13	16.4.8 If any unit member does not take the full amount of leave allowed in any year
14	under this Section, the amount not taken shall be accumulated from year to year.
15	16.4.9 The unit member may convert unused sick leave to retirement credit in
16	accordance with applicable laws if the unit member is filing a request for retirement.
17	16.4.10 Extended Illness Leave. The District agrees to maintain a rule which provides
18	that a regular unit member shall once a year be credited with a total of one-hundred (100) working days
19	of paid sick leave, including the days to which unit members are entitled pursuant to Articles 16.4.1
20	through 16.4.8, above. Days of paid sick leave in addition to those required by Articles 16.4.1 through
21	16.4.8 shall be compensated at fifty percent (50%) of the unit member's regular salary. The paid sick
22	leave authorized under this Article 16.4.9 shall be exclusive of any other paid leave, holidays, vacation
23	or compensatory time to which the unit member may be entitled, and shall not accumulate.

1 16.4.11 Perfect Attendance Bonuses. A unit member may qualify for certain bonuses if 2 the unit member has had no unauthorized absences and taken no sick leave during the applicable fiscal 3 year (July 1 to June 30). To qualify, a unit member must be employed with the District for the entire 4 work year as defined by his/her classification. The bonuses are as follows: 5 Beginning with the first to fifth year of service, a unit member who did a. 6 not have any unauthorized absences or take any sick leave shall receive \$100.00 at the conclusion of the fiscal year. In the event a unit member missed one (1) day of work during this period due to an 7 8 unauthorized absence or sick leave, such unit member shall receive \$50.00 at the conclusion of the fiscal 9 year. 10 b. Beginning with the sixth to 14th year of service, a unit member who did 11 not have any unauthorized absences or take any sick leave shall receive \$150.00 at the conclusion of the 12 fiscal year. In the event a unit member missed one (1) day of work during this period due to an unauthorized absence or sick leave, such unit member shall receive \$75.00 at the conclusion of the fiscal 13 14 year. 15 Beginning with the fifteenth (15th) year of service, a unit member who c. 16 did not have any unauthorized absences or take any sick leave shall receive \$200.00 at the conclusion 17 of the fiscal year. In the event a unit member missed one (1) day of work during this period due to an unauthorized absence or sick leave, such unit member shall receive \$100.00 at the conclusion of the 18 19 fiscal year. 20 16.5 Industrial Accident and Illness Leave. 16.5.1 Leaves for industrial accident or illness are subject to the following provisions: 21 22 Allowable leave shall be for sixty (60) working days in any one (1) fiscal a. 23 year for the same accident. 24 b. Allowable leave shall not be cumulative from year to year. 42

1 Industrial accident or illness leave will commence on the first day of c. 2 absence. 3 d. Payment for wages lost on any day shall not, when added to an award granted the unit member under applicable Workers' Compensation laws, exceed the normal wage for 4 5 the day. 6 e. Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' 7

8 Compensation.

9 f. When an industrial accident or illness occurs at a time when the full sixty 10 (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount 11 remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or 12 injury.

13 16.5.2 The industrial or illness leave of absence is to be used in lieu of entitlement under 14 the sick leave provisions of this Agreement. When entitlement to industrial accident or illness leave has 15 been exhausted, entitlement or other sick leave will then be used; but if a unit member is receiving 16 Workers' Compensation benefits, the unit member shall be entitled to use only so much of the unit 17 member's accumulated or available sick leave, accumulated compensating time, vacation or other 18 available leave which, when added to the workers' compensation award, provides for a full days wages 19 or salary.

- 20 16.5.3 Additional leave of absence due to industrial accident or illness may be provided
 21 for under the special leave provisions of this Agreement; during such leave, the unit member may return
 22 to the person's position without suffering any loss of status or benefits.
- 23 16.5.4 Periods of leave of absence for industrial accident or illness, paid or unpaid, shall
 24 not be considered to be a break in service of the unit member.

1 16.5.5 During all paid leaves of absence for industrial accident or illness, whether 2 industrial accident or illness leave under this Section, sick leave, vacation, compensated time off or other 3 available leave provided by law or the action of the District under the special leave provisions of this 4 Agreement, the unit member shall endorse to the District wage loss benefit checks received under the 5 Workers' Compensation laws of California. The District, in turn, shall issue the unit member 6 appropriate warrants for payment of wages or salary and shall deduct normal retirement and other 7 authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this 8 Section.

9 16.5.6 When all available leaves of absence, paid or unpaid, have been exhausted and if 10 the unit member is not medically able to assume the duties of the unit member's position, the unit 11 member shall, if not placed in another position, be placed on a reemployment list for a period of thirty-12 nine (39) months. When available, during the thirty-nine (39) month period, the unit member shall be 13 employed in a vacant position in the class of the unit member's previous assignment over all other 14 available candidates except for a reemployment list established because of lack of work or lack of funds, 15 in which case the unit member shall be listed in accordance with his/her seniority.

16 16.5.7 In order to qualify for the benefits of industrial accident or illness leave, the unit 17 member must have served with the District for a period of twelve (12) months. For the purposes of this 18 Section, twelve (12) months of service means that the unit member must have been a regular permanent 19 or probationary unit member of the District for one full calendar year prior to the first day of absence, 20 except that all prior service in a regular permanent or probationary capacity shall be credited in the case 21 of a unit member with one or more periods of broken service.

16.5.8 Any unit member receiving benefits as a result of this Section shall, during
periods of such injury or illness, remain within the State of California unless the District authorizes
travel outside the state.

1 16.5.9 A unit member who has been placed on a reemployment list, as provided herein,
 who has been medically released for return to duty and who fails to accept an appropriate assignment
 shall be dismissed.

4 16.6 <u>Salary Deductions for Absences.</u> When a unit member has exhausted entitlement to
5 industrial accident leave and vacation (if applicable), regular sick leave, accumulated compensating time
6 (if applicable), and/or any other paid leave, the amount deducted from his/her salary due for any further
7 period of absence on account of any illness or injury shall be governed by the applicable provisions of
8 the Education Code.

9

16.7 Break in Service.

10 16.7.1 No absence under any paid leave provision of this Article shall be considered as 11 a break in service for any unit member who is in paid status, and all benefits accruing under the 12 provisions of this Agreement shall continue to accrue under such absence.

13 16.7.2 No period of unpaid leave of absence or period of time on a statutory
 14 reemployment list shall be considered a break in service for the purposes of retaining seniority under
 15 this Agreement.

16 16.7.3 Upon return, all time during which a unit member is in involuntary unpaid status 17 during personal or industrial accident leave shall be counted for seniority purposes not to exceed thirty-18 nine (39) months. During such time, the individual will not accrue vacation, sick leave, holidays or 19 other benefits.

20 16.7.4 Any permanent unit members of the District who voluntarily resign their 21 permanent classified position may be reinstated or reemployed by the Board within thirty-nine (39) 22 months of their last day of paid service, without further competitive examination, to a position in their 23 former classification as a permanent or limited-term unit member, or as a permanent or limited-term unit 24 member in a related or lower class or a lower class in which the unit member formerly had permanent

status. If the District elects to reinstate or reemploy a person as a permanent unit member under the provisions hereof, it shall disregard the break in service of the unit member and classify him/her as, and restore to him/her all of the rights, benefits and burdens of a permanent unit member in the class to which he/she is reemployed or reinstated.

5 16.8 <u>Personal Leave.</u> Earned leave for illness or injury may be used, at the unit member's 6 election, for purposes of personal necessity or personal discretion as defined below, provided that use 7 of such leave does not exceed ten (10) days in any school year. An employee who has exhausted accrued 8 and available sick leave shall not be entitled to Personal Leave.

9 For purposes of this provision, Personal Leave shall be for the following: (1) death or serious 10 illness of a member of the unit member's immediate family as defined in Bereavement Leave (16.1), or 11 attending the funeral of a relative; (2) an accident involving the unit member's person or property, or 12 the person or property of a unit member's immediate family; or (3) other matters which are serious in 13 nature, involve circumstances the unit member cannot reasonably ignore, and require the unit member's 14 attention during normal working hours. Such leave may not be used for the extension of a holiday or a 15 vacation, or for recreational activities, but may be used to appear in court as a litigant or for paternity 16 leave.

17 16.9 <u>Personal Leave on Behalf of a Unit Member's Child.</u> Consistent with the requirements 18 set forth above, unit members may take Personal Leave as set forth in Labor Code section 230.7 to 19 appear in school on behalf of their child who is subject to a disciplinary matter. Consistent with Labor 20 Code 233, the unit member may also utilize up to five (5) days of Personal Leave to attend to an ill child, 21 parent or spouse. Unpaid leave may also be available for these purposes.

16.10 <u>General Leaves.</u> When no other leaves are available, a leave of absence may be granted
 to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District and the
 unit member.

1 16.10.1 A general leave may be granted for, among other reasons, the purpose of study 2 or retraining. Such leave may be granted in increments of appropriate periods as required by the study 3 or retraining program involved. Such leave cannot be granted to a unit member who has not served at 4 least three (3) consecutive years preceding the granting of the leave, and no more than a total of one (1) 5 year of such leave may be granted within any three (3) year period. The District may prescribe standards 6 of service which may entitle the unit member to the leave of absence. Leaves granted hereunder shall 7 not be deemed a break in service, however no benefits shall accrue to a unit member while on leave.

8

16.11 Family and Pregnancy Disability Leave.

9 16.11.1 <u>Family Leave</u>. Under the Federal Family and Medical Leave Act of 1993 10 ("FMLA") and the California Family Rights Act of 1993 ("CFRA"), a unit member shall be eligible for 11 state and/or federal family leave of up to twelve (12) weeks in a twelve (12) month period if the unit 12 member has been employed by the District for more than twelve (12) months, has worked at least 1,250 13 hours in the twelve (12) months preceding a family leave request and the unit member is employed at a 14 worksite where the District employs fifty (50) or more persons or the District employs at least fifty (50) 15 unit members within seventy-five (75) miles of the unit member's worksite.

16 16.11.2 <u>Purpose of Leave</u>. An eligible unit member may be entitled to take up to twelve 17 (12) workweeks of unpaid, job protected family leave in a twelve (12) month period using the "rolling 18 forward" method of calculation for the birth, adoption, or foster care placement of a child with the unit 19 member; for the unit member's own serious health condition or to care for the unit member's child, 20 parent or spouse who has a serious health condition. In accordance with applicable law, the unit member 21 may request or the District may require that paid leave, as provided in this Article, be used to provide 22 pay during an otherwise unpaid family leave.

23 16.11.3 <u>Pregnancy Leave</u>. If disabled by pregnancy, childbirth or related medical
24 conditions, a unit member may be entitled to take an unpaid pregnancy disability leave ("PDL") of up

to four months, depending on the unit member's period(s) of actual disability. If the unit member is also eligible for FMLA/CFRA family leave, she may be entitled to take both a PDL/FMLA leave, followed by a CFRA leave in connection with the birth of her child. In accordance with applicable law, the unit member may request or the District may require that paid leave, other than vacation leave, be used to provide pay during an otherwise unpaid pregnancy disability leave. Further, at the unit members option, vacation leave may be used to provide pay during an otherwise unpaid pregnancy disability leave.

7 16.11.4 Pay During Leave. Family and/or pregnancy disability leave is unpaid leave.
8 However, a unit member may request or the District may require that any paid and/or unpaid leave be
9 substituted/coordinated with family and/or pregnancy disability leave as provided above or to the
10 maximum extent allowed by law. A unit member may request use of vacation leave upon exhaustion of
11 sick leave. Unit members wishing to use vacation leave shall notify Human Resources and follow up
12 with a written verification to Human Resources as soon as possible.

13 16.11.5 Duration of Leave. When medically necessary, family and/or pregnancy leave 14 may be taken on an intermittent or a reduced work schedule. The basic minimum duration for family 15 and/or pregnancy leave is the shortest period of time that the District's payroll system uses to account 16 for absences or use of leave. Where a unit member is taking CFRA leave following the birth, adoption 17 or foster care placement of a child, the basic minimum duration for such leave is two (2) weeks, except 18 that less than two (2) weeks may be taken on any two (2) occasions following the birth of a unit 19 member's child, and such leave must be concluded within one (1) year of the birth, or placement of a 20 child with the unit member for adoption or foster care.

21 16.11.6 <u>Notice</u>. Unit members must generally provide at least thirty (30) days advance 22 notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for 23 the unit member or the unit member's family member). For events which are unforeseeable, the unit 24 member should notify the District, at least verbally, as soon as the unit member learns of the need for

the leave. Failure to comply with these notice requirements is grounds for and may result in deferral of
 the requested leave.

3 16.11.7 Certification. The District may require certification from the unit member's 4 health care provider where leave is based on disability due to pregnancy, childbirth or a related medical 5 condition or the unit member's own serious health condition. The District may also require certification 6 from the health care provider of the unit member's child, parent, or spouse who has a serious health 7 condition. Where family leave is requested due to the unit member's own serious health condition, the 8 District may also require second or third opinions (at District expense). In addition to the above, the 9 District may require a fitness for duty report prior to the unit member's return to work following his/her 10 serious health condition.

11 16.11.8 <u>Benefits During Leave</u>. During family leave, the District will continue group 12 health plan coverage for up to a maximum of twelve (12) weeks in any twelve (12) month period under 13 the same terms and conditions as applied prior to the unit member's leave of absence. Upon returning 14 from leave, unit members will generally be restored to their original or equivalent positions with 15 equivalent pay, benefits, and other employment terms. Taking a family care or pregnancy disability 16 leave cannot result in the loss of any employment benefit that accrued prior to the start of the leave of 17 absence.

18 16.11.9 <u>Additional Information</u>. For more information and/or a copy of the District's
 19 comprehensive policies regarding family and pregnancy disability leave, unit members should contact
 20 Human Resources.

21 16.12 <u>Catastrophic Leave.</u> When a catastrophic illness or injury incapacitates a unit member 22 or a member or his or her family for an extended period of time, fellow unit members may donate 23 accrued vacation and sick leave credits to that unit member under the specific requirements of the

District's Catastrophic Leave Program. Donations under the Catastrophic Leave Program shall be
 strictly voluntary.

3 16.12.1 A unit member who is, or whose family member is, suffering from a catastrophic
4 illness or injury may request donations of accrued vacation or sick leave credits under the Catastrophic
5 Leave Program.

6 16.12.2 "Catastrophic illness" or "injury" means an illness or injury that is expected to 7 incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit 8 member's family which incapacity requires the unit member to take time off work for an extended period 9 of time to care for that family member, and taking extended time off work creates a financial hardship 10 for the unit member because he or she has exhausted all of his or her sick leave and other paid time off 11 (Education Code 44043.5).

12 16.12.3 Upon requesting donations under this program the unit member shall provide 13 verification of the catastrophic injury or illness which verification shall be made by means of a letter, 14 dated and signed by the sick or injured person's physician, indicating the incapacitating nature and 15 probable duration of the illness or injury.

16 16.12.4 The School Board or designee shall determine that the unit member is unable to
17 work due to the unit member's or his or her family member's catastrophic illness or injury, and that the
18 unit member has exhausted all accrued paid leave. When such verification and determination has been
19 made, the School Board or designee may approve the transfer of accrued vacation and sick leave credits.
20 16.12.5 The Superintendent or designee shall inform unit members of the means by
21 which donations may be made in response to the unit member's request.

16.12.6 Any unit member, upon written notice to the District may donate accrued vacation and/or sick leave credits to the requesting unit member at a minimum of eight hours, and in hour increments thereafter. All transfers of eligible leave credit shall be irrevocable. (However, where

1	donations appear to be far in excess of what will be needed in a particular case, the Business Office will			
2	make a good faith effort not to accept such donations on a pro rata basis). To ensure that unit members			
3	retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their			
4	accumulated sick leave to fewer than (40) hours.			
5	16.12.7 Donated leave shall be changed to its cash value and then credited to the recipient			
6	in equivalent hours at the recipient's base hourly rate of vacation or leave.			
7	16.12.8 Benefiting unit members may use donated leave credits for a maximum of twelve			
8	(12) months. Benefiting unit members shall use any leave credits that he or she continues to accrue on			
9	a monthly basis before receiving paid leave pursuant to this program. Upon expiration of the twelve			
10	(12) month period, any remaining donated leave will be placed in a pool for the exclusive use of other			
11	unit members. The District will provide a report to the CSEA Chapter President, upon request, on the			
12	pool balance.			
13	16.12.9 Unit members may donate leave credits to certificated employees, so long as			
14	such donations are not prohibited by applicable laws or regulations.			
15	16.12.10 The Superintendent or designee shall ensure that all donations are confidential.			
16	ARTICLE 17			
17	<u>TRANSFERS</u>			
18	17.1 <u>Rights.</u> Unit members may be transferred or may request to be transferred to positions			
19	for which they are qualified in the same classification. If any transfer is challenged by the unit member			
20	as being for punitive reasons, the unit member has the right to subject the transfer to the grievance			
21	procedure.			

17.2 Voluntary Transfers.

17.2.1 A "Voluntary Transfer" is a transfer initiated by a bargaining unit member that
results in a change of the unit member's assigned site or work shift without a change in the unit member's
classification, hour per day, or work days per year.

5 17.2.2 Unit members currently serving probation, including unit members serving 6 promotional probationary periods, shall not be eligible for a voluntary transfer. A unit member seeking 7 a voluntary transfer may be denied said transfer on the basis of poor job performance as evidenced by 8 Improve" overall "Needs an to or 9 Unsatisfactory" rating on the two (2) most recent performance evaluations, unjustified excessive 10 absenteeism as determined by the Assistant Superintendent of Human Resources/Chief Human 11 Resources Officer or Designee, and/or disciplinary actions as defined by Article 21, taken against them 12 within the last year of the date of the posted vacancy.

13 17.2.3 Unit Members will be emailed an "interest form", upon the occasion that a 14 position within their classification is available for a transfer. Unit members will have three (3) business 15 days to respond indicating whether they are interested in the transfer, interested in subsequent transfer 16 opportunities, or not interested in the transfer. A copy of the "interest form" is included in Appendix 17 D. The filing of a request for transfer shall not jeopardize the unit member's current assignment. A 18 request for transfer may be withdrawn by the unit member making it at any time.

19 17.2.4 Among eligible unit members, the most senior unit member within the 20 classification shall be granted the transfer. For purpose of the Article, "seniority" means all hours in 21 paid status within the classification, whether during the school year, a holiday, breaks or during any 22 period that a school is in session or closed, but does not include any hours compensated solely on an 23 overtime basis.

1	17.2.5 Upon being offered a transfer, the unit member shall have until the end of the			
2	third business day following the offer of transfer, to indicate whether they accept or decline the transfer.			
3	Failure to respond within the allotted time will be considered a withdrawal of the transfer request. A			
4	unit member accepting a voluntary transfer shall not be eligible to transfer for six (6) months from the			
5	effective date of the transfer.			
6	17.2.6 If a voluntary transfer request is denied, the District shall, upon written request,			
7	meet with the unit member to discuss the specific reasons for the denial. The written request must be			
8	received by Human Resources within three (3) workdays from the notification of the denial. Following			
9	the meeting, Human Resources shall provide the unit member with the final determination.			
10	17.3 <u>Increase in Hours</u>			
11	17.3.1 An "Increase in Hours" Shall mean a transfer that results in an increase in hours			
12	and/or days worked, without a change in classification.			
13	17.3.2 Unit members currently serving probation, including unit members serving			
14	promotional probationary periods, shall not be eligible for an increase in hours. A unit members seeking			
15	an increase in hours may be denied said request on the basis of poor job performance as evidenced by			
16	an overall "Needs Improvement" or "Unsatisfactory" rating on the two (2) most recent performance			
17	evaluations, unjustified excessive absenteeism as determined by the Assistant Superintendent of Human			
18	Resources/Chief Human Resources or designee, and/or disciplinary, as defined by Article 21, action			
19	taken against them within the last year of the date of posted vacancy.			
20	17.3.3 Unit members will be emailed an "interested form", upon the occasion that a			
21	position within their classification is available for an increase in hours. Unit members will have three			
22	(3) business days to respond indicating whether they are interested in an increase in hours, interested in			
23	subsequent increase in hours or not interested in an increase in hours. A copy of the "interest form" is			

member's current assignment. A request for increase in hours may be withdrawn by the unit member
making it at any time.

3 17.3.4 The District shall utilize the following criteria when making selection for an
4 increase in hours:

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• Seniority within classification;

- Two (2) most recent evaluations; and
- 8 After utilizing the above criteria, if there are still no appreciable distinguishing 9 differences between unit members seeking an increase in hours, preference shall be given to the senior 10 unit member. For purposes of this Article, "seniority" means all hours in paid status within the 11 classification, whether during the school year, a holiday, breaks, or during any period that a school is in 12 session or closed, but does not include any hours compensated solely on an overtime basis.

• Work record since last evaluation, including attendance, recognitions, and corrective action.

A unit member who is not selected may request to meet with the Assistant Superintendent of Human Resources/Chief Human Resources Officer or designee to review why the unit member was not chosen for an increase in hours. The request must be made within (2) two business days of being notified that the increase in hours was not awarded.

17 17.3.5 A unit member accepting the increase in hours shall not be eligible to transfer for
18 six (6) months from the effective date of the transfer.

19

17.4 <u>Involuntary Transfers.</u>

20 17.4.1 An involuntary transfer is one not sought, requested or agreed to by the unit 21 member transferred. If two (2) or more unit members are considered for a transfer, all other factors 22 being reasonably equal, the least senior unit member being considered shall be selected. For purposes 23 of this Article, "seniority" means all hours in paid status within the classification, whether during the

school year, a holiday, breaks, or during any period that a school is in session or closed, but does not
 include any hours compensated solely on any overtime basis.

- 3 17.4.2 Where practicable, the District will consider voluntary transfer requests before
 4 involuntarily transferring a unit member. However, involuntary transfers may take precedence over
 5 voluntary transfers for the good of the employees or the needs of the District.
- 6 17.4.3 A unit member who is selected for an involuntary transfer my request to meet with
 7 the Assistant Superintendent of Human Resources/Chief Human Resources Officer or designee to
 8 review why the unit member was chosen for an involuntary transfer. The request must be made within
 9 (2) two business days of being notified that the involuntary transfer would occur.
- 17.5 10 Reassignment of Unit Member Because of Illness or Injury. A unit member who is 11 determined by the District to be incapable of performing the duties of his/her class because of illness or 12 injury may be assigned duties which he/she is capable of performing or for which he/she may be 13 expected to acquire the necessary ability after a reasonable program of in-service training, should such 14 position be reasonably available. If the unit member is assigned to a position allocated to a lower salary 15 range, he/she shall be placed on the step of the range which will be equal to or closest to the amount 16 earned in his/her prior position provided that the unit member shall not receive a wage increase under 17 such circumstances.
- 18

ARTICLE 18

19

PROMOTION

18.1 <u>Definition.</u> A promotion is a change in the assignment of a unit member from a position
 in one classification to a position in another classification with a higher maximum salary rate. This
 Article applies only to promotions within the bargaining unit.

- 1 18.1.1 <u>First Consideration</u>. To the extent consistent with the District's affirmative action
 program, unit members shall receive consideration in filling any job vacancy which can be considered
 a promotion after the announcement of the position vacancy.
- 18.1.2 <u>Filling of Vacancies</u>. In considering unit members for a promotional vacancy,
 skills, experience, abilities, test results and job performance records will be the deciding factors. If there
 are no appreciable distinguishing differences between candidates, preference shall be given to the senior
 unit member applicant. A written procedure will describe the process for in house promotions for unit
 members.

9 18.1.3 Interviews. The District shall select an interview panel that will include at least 10 one (1) person in the same or related classification as the position for which the promotion is available. 11 In selecting the interview panel the District will, whenever possible, consider choosing panel members 12 from list of three (3) names that the unit President will provide District Administration. The panel will review the promotional process prior to the interview. The Assistant Superintendent of Human 13 14 Resources/Chief Human Resources Officer or designee, will determine the number of candidates who 15 will be interviewed but in the case of unit members, all who pass the test will receive an interview. All 16 interview questions will be job related and remain confidential. Before Administration makes a 17 decision, the interview panel will dialogue regarding the recommendations that the panel makes. 18 Regardless of the recommendation by the interview panel, the Administration has ultimate discretion to 19 choose who is selected for the promotion. If there are no appreciable distinguishing differences between 20 candidates, preference shall be given to the senior unit member applicant. After a selection is made, 21 upon an unsuccessful unit member candidate's request, the Assistant Superintendent of Human 22 Resources/Chief Human Resources Officer, or designee will meet with the candidate to review why the 23 candidate was not chosen for the promotional position.

24

18.1.4 Promotional Probationary Period.

1 Unit members promoted to a new classification shall serve a six (6) month a. 2 promotional probationary period to demonstrate that they can perform the work satisfactorily and 3 maintain the standards established for the job. If it is determined within such period, that a unit member 4 cannot satisfactorily perform the duties of the position, such unit member shall be returned to his/her 5 former position. 6 b. If a probationary unit member's promotional request is granted, the unit member will not become permanent until the unit member has successfully completed probation in either 7

8 the promotional or original position. Should the unit member fail to satisfactorily complete probation 9 in the promotional position, the unit member shall be returned to his/her former position and shall receive 10 credit, only for the time served in the former position, towards completion of the probationary period.

11 18.2 Posting of Notice.

12 18.2.1 Notice of all job vacancies shall be posted on the electronic job board utilized by
13 the District and bulletin boards in prominent locations at each District job site.

14 18.2.2 The job vacancy notice shall remain posted for a period of six (6) full working 15 days, during which time unit members may apply for the vacancy.

16 18.3 <u>Notice Contents.</u> The job vacancy notice shall include at least the job title, salary range,
17 a brief description of the position, duties, the assigned work hours and intended initial job site.

18.4 <u>Application Process</u>. Any unit member may apply for the vacancy by complying with 19 the application procedures used for all applicants. Any unit member on leave or vacation may authorize 20 his/her CSEA Representative to apply on the unit member's behalf.

21 18.5 <u>Certification of Applicants.</u> Following completion of the recruitment period, Human 22 Resources shall notify each applicant of his/her standing.

ARTICLE 19

2

CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

3 19.1 <u>General.</u> Each bargaining unit position shall be placed in a classification with a 4 designated title and intended initial job site and shall have: a regularly assigned minimum number of 5 hours per day, days per week, and weeks/months per year, a statement of the specific duties to be 6 performed in each such position, and a regular monthly salary range.

19.2 <u>New Hires.</u> Newly hired unit members shall be placed on Step 1 of the appropriate
classification, unless, in the discretion of the Human Resources administration, it is necessary to place
them at a higher step, up to Step 3, based on years of experience within a similar job field.

10 19.3 Inconsistent Duties; Compensation. Whenever the duties actually performed by an 11 incumbent in a position are not actually reflected in, or reasonably related to, the specific statement of 12 duties required to be performed as set forth in the job description for the position, the unit member shall 13 be reclassified, or granted pay for work out of classification, in accordance with the criteria and 14 procedure set forth below. This provision is not intended to apply to the situation that exists when a unit 15 member is responsible for all (or a majority of) the duties of a higher classification. In that event, such 16 unit member shall be entitled to the higher rate of pay for all time worked in such higher classification 17 (computed on a daily basis).

18 19.3.1 <u>Short Term</u>. Where the duties performed are not fixed and prescribed for the 19 position or reasonably related to those fixed and prescribed for the position, and where those duties, 20 upon the completion of which, such duties or similar duties will not be extended or needed on a 21 continuing basis, the unit member shall be entitled to an upward salary adjustment in an amount which 22 will reasonably reflect the duties which the incumbent performed. The incumbent shall be entitled to 23 such upward adjustment for the entire period such temporary duties were performed, provided that the 24 assignment was for a period of at least five (5) working days during any fifteen (15) calendar-day period.

It is the intent of this section to permit the District to temporarily work unit members outside their normal
 duties but in so doing to require that some reasonable additional compensation be provided the unit
 member during such temporary assignment.

4 19.3.2 <u>Continuing Basis</u>. Where the duties are not fixed and prescribed for the position 5 or reasonably related to the position, and where the duties will be extended or needed on a continuing 6 basis, the incumbent shall be entitled to have his/her position upgraded to a higher classification. It is 7 the intent of this section to provide for the upgrading of positions to higher classification where there 8 has been an increase in, or change in, the duties being performed by incumbents in such positions, where 9 such increases or changes are not temporary in nature.

10 19.3.3 <u>Procedure</u>. The Grievance Procedure of this Agreement shall be utilized for 11 claims for pay for work out of classification. If, at any level of the Grievance Procedure, the parties 12 agree that the issue is reclassification, the time limits in the Grievance Procedure shall be tolled to allow 13 the parties to meet and negotiate a reclassification. Should negotiations be unsuccessful, the Association 14 has the option to continue to pursue the Grievance Procedure.

15 19.3.4 <u>Reclassification Requests</u>. If a unit member determines to file a request for 16 reclassification, such request shall be filed with the District on a form agreed upon between CSEA and 17 the District not later than February 1 of each year. The unit member must send a copy of the form to 18 CSEA. Thereafter, the District will review this request and consult with the Association regarding the 19 request to determine the merits of conducting a formal study. If the District and the Association agree 20 that a reclassification study would be appropriate, the matter will be submitted to the reclassification 21 study process.

Following February 1, Human Resources will conduct a formal classification study of the position, and complete such study not later than May 31. If both CSEA and the District agree, after reviewing the study findings, that reclassification is appropriate, the matter will be forwarded to the

Board with a joint recommendation for approval. The incumbent shall be notified in writing of the
 disposition of the request for reclassification.

It is the intent of this section to provide for reclassification where there has been a substantial or significant increase or change in the duties being performed by the incumbent(s) in such position(s), where such increases or changes are not temporary in nature. If both CSEA and the District agree that reclassification is not appropriate, the matter will be dropped. If CSEA and the District do not agree on the reclassification, the matter may then be submitted to the grievance procedure, commencing at Level IV.

9 19.4 New Classification. In the event that the District hereafter creates a new job classification 10 or substantially changes the duties of an existing classification to which this Agreement applies, the 11 District and CSEA shall meet to negotiate with regard to whether or not such position is to be included 12 within the bargaining unit and the rate of pay to be assigned to such position if the parties agree that the position is to be included within the bargaining unit. In the event there is a dispute as to whether or not 13 14 the position is to be included within the bargaining unit, either party may petition the Public Employment 15 Relations Board for Unit Clarification. If there is a dispute as to the appropriate rate of pay to be assigned 16 the position, CSEA may invoke the Grievance Procedure of this Agreement, commencing such at 17 Level IV.

18 19.5 <u>Salary Placement of Reclassified Positions.</u> When a position or class of positions is 19 reclassified, the position or positions shall be placed at a minimum, on the step of the new range which 20 will result in a salary increase.

19.6 <u>Incumbent Rights.</u> When an entire classification of positions is reclassified, the
incumbents in the positions shall be entitled to serve in the new positions.

1 19.7 <u>Downward Adjustment.</u> Any involuntary downward adjustment of any position or class 2 of positions shall be considered a demotion and shall take place only as a result of following the layoff 3 or disciplinary procedures of this Agreement.

Abolition of a Position or Class of Positions. If the District proposes to abolish a position
or class of positions, it shall notify CSEA in writing. Upon request of CSEA, the parties shall consult
on alternatives to the proposed abolishment and the impact of the abolishment on affected unit members.
To the extent such matters are within the scope of representation, the parties shall negotiate.

8 19.8.1 Reclassification of Campus Supervisor II. All Campus Supervisor II positions
9 will be reclassified to Campus Supervisor I effective July 1, 2014. Overtime language in 9.5.2.1 will
10 be effective July 1, 2014.

- 11ARTICLE 2012LAYOFFS
- 13 20.1 <u>Definitions.</u>

14 20.1.1 "Layoff." An involuntary separation from district service due to lack of work or15 a lack of funds.

20.1.2 "Class." A group of positions (classifications) within a job occupational family,
which have common characteristics and which are ranked according to a job family. For example,
Clerical Services, Community Services, Maintenance and Operations and Nutrition Services, all as
shown on Appendix A .

20 20.1.3 "Classification." A position within a class which has a designated title, specific 21 duties, responsibilities, and minimum qualifications and which has a designated salary range.

- 22 20.1.4 "Seniority." For purposes of this Article, "length of service" means all hours in 23 paid status, whether during the school year, a holiday, recess, or during any period that a school is in
- 24 session or closed, but does not include any hours compensated solely on an overtime basis. Seniority,

within a class, shall be calculated by time worked within classifications of higher, equal or lower ranking
 in which the unit member is serving, or has served.

3 20.2 Whenever a unit member is laid off, the order of layoff within the Procedure. 4 classification shall be determined by length of service within the classification. The unit member who 5 has been employed the shortest time in the classification, plus higher classifications, shall be laid off 6 first. Reemployment shall be in the reverse order of layoff. Unit members who are laid off shall exercise 7 bumping rights, based on seniority, into any equal or lower classification previously held, or into any 8 classification not previously held, within their current class or a class where the unit member has 9 previously served, provided that the classification into which the unit member is bumping is equal or 10 lower than that classification in which the unit member is serving, and provided further that the unit 11 member's current or previously held classification required all of the job qualifications required for the 12 classification the unit member is bumping into. It is the purpose of this provision to permit bumping 13 into classifications previously held by the unit member, and into classifications so closely related to 14 classifications previously held that the unit member was considered to have all the qualifications 15 required for that position. For example, a Secretary II could exercise bumping rights to a Junior Clerk 16 position, but not to an Paraeducator position, if the Secretary II had never served in either position. 17 Merely because a position is within the same class does not mean any unit member in a higher 18 classification in that class could bump into it based on seniority.

19 20.3 <u>Notification to CSEA.</u> Layoff procedures will be conducted in accordance with
20 applicable law.

21 20.4 <u>Grievances.</u> In the event of a dispute over computation of seniority/seniority rights, the 22 affected unit member(s) may file a grievance pursuant to the Grievance Procedure of this Agreement.

23 20.5 <u>Seniority Roster.</u> The District shall provide CSEA with a relevant seniority roster prior
 24 to implementation of layoff.

1 20.6 <u>Ties in Seniority.</u> In the event of identical seniority pursuant to the appropriate 2 subsections above, seniority shall be determined by lot. The Association shall have the right to designate 3 a member of its executive board to witness the drawing by lot.

4

20.7 <u>Reemployment Rights.</u>

5 20.7.1 A unit member who has been laid off is eligible for reemployment in the class 6 from which he/she was laid off for up to thirty-nine (39) months and shall be reemployed in preference 7 to new applicants. Reemployment shall be in the reverse order of layoff without regard to number of 8 hours assigned at the time of layoff. (See Education Code section 45308.) A unit member on layoff has 9 the right to apply for any promotional positions within the thirty-nine (39) month period. A unit member 10 who takes a voluntary demotion in lieu of layoff shall be granted the same rights as persons laid off and 11 shall retain eligibility for reemployment for an additional twenty-four (24) months, provided that the 12 same tests of fitness for the class still apply. (See Education Code section 45298.) Unit members who 13 have been laid off shall be given priority over current substitutes who are not affected by layoff, 14 regardless of classifications. Such employee must meet the minimum qualifications in order to 15 substitute.

16 20.7.2. <u>Maintenance of Seniority</u>. Seniority status at the time of layoff shall be 17 maintained during the thirty-nine (39) month reemployment period; however, there shall be no accrual 18 of vacation, sick leave, holidays, other benefits, or increment advancement.

20.7.3 <u>Retirement in Lieu of Layoff</u>. Any unit member, eligible for retirement, may
 elect to accept service retirement from PERS in lieu of layoff without loss of reemployment rights as
 provided in this Agreement (See Education Code section 45115) provided written notification is given
 to the District of such election.

1	ARTICLE 21		
2			DISCIPLINE
3	21.1	Disci	pline shall be imposed on permanent unit members in accordance with the terms of
4	this article for j	ust ca	ause, or consistent with and subject to the provisions of the Education Code, if any.
5	For purposes of	f the p	procedures set forth herein, discipline is deemed to be suspension of more than five
6	(5) days, demo	tion,	or termination. "Just Cause" for discipline shall include, but is not limited to the
7	following:		
8	;	a.	Falsifying any information supplied to the school district, including, but not
9	limited to, info	rmati	on supplied on application forms, employment records, or any other school district
10	records.		
11	1	b.	Incompetency.
12		c.	Inefficiency.
13		d.	Neglect of duty.
14	(e.	Insubordination.
15	1	f.	Dishonesty.
16	1	g.	Drinking alcoholic beverages and/or the use of drugs, controlled substances, or
17	narcotics while	on d	uty or in such close time proximity thereto as to cause any detrimental effect upon
18	the unit membe	er or u	apon unit members associated with him/her.
19]	h.	Use and/or addiction to controlled substances.
20	i	i.	Conviction of a felony, conviction of any sex offense made relevant by provisions
21	of law, or convi	ction	of a misdemeanor which is of such a nature as to adversely affect the unit member's
22	ability to perfo	rm th	e duties and responsibilities of his/her position. A plea or verdict of guilty, or a
23	conviction follo	owing	g a plea of nolo contendere is deemed to be a conviction within the meaning of this
24	section.		
			64

1	j.	Absence without leave.	
2	k.	Abandonment of position.	
3	1.	Immoral conduct.	
4	m.	Discourteous treatment of the public, students, or other employees.	
5	n.	Improper political activity.	
6	0.	Willful disobedience.	
7	p.	Misuse of district property.	
8	q.	Violation of district, Board or departmental rule, policy or procedure.	
9	r.	Failure to possess or keep in effect any license, certificate, or other similar	
10	requirement specified	d in the unit member's classification specification or otherwise necessary for the	
11	unit member to perform the duties of the position.		
12	S.	Refusal to take and subscribe any oath or affirmation which is required by law in	
13	connection with his/her employment.		
14	t.	No person who is a member of an organization which advocates support of a	
15	foreign government i	n case of hostilities shall hold office or employment under the State of California	
16	or its subordinate gov	vernments.	
17	u.	Physical or mental disability, which disability precludes the unit member from	
18	the proper performan	ace of his/her essential functions as determined by competent medical authority,	
19	except as otherwise p	provided by a contract or by law regulating retirement of unit members.	
20	v.	Unlawful retaliation against any other district officer or unit member or member	
21	of the public who, in	good faith, reports, discloses, divulges, or otherwise brings to the attention of any	
22	appropriate authority	any information relative to actual or suspected violation of any law of this State or	
23	the United States occ	urring on the job or directly related thereto.	

1	21.1.1 The Closed Circuit Television ("CCTV") System, which is used primarily to
2	support security measures, shall not be used for observing, monitoring or evaluating a unit member's
3	performance or discipline. However, if a unit member is reasonably suspected to be involved in criminal
4	activity or violation of District rules and regulations and the unit member's actions are captured on the
5	CCTV videotapes during routine surveillance, the CCTV-videotapes can be part of the investigative
6	process.
7	21.2 In taking disciplinary action against a permanent unit member pursuant to this Article, a
8	written notice of proposed discipline shall be served on the unit member personally, or by certified mail,
9	at least five (5) calendar days prior to the effective date of the proposed action. The notice of proposed
10	discipline shall contain:
11	21.2.1 A description of the proposed action and its effective date;
12	21.2.2 A statement of the reasons for such proposed action, including the acts or
13	omissions on which the proposed action is based;
14	21.2.3 Copies of materials, if any, in the possession of District upon which the proposed
15	action is based;
16	21.2.4 A statement of the unit member's right to a hearing regarding the charges, as
17	provided for below;
18	21.2.5 A statement of the unit member's right to be represented during this procedure;
19	21.2.6 A statement of the unit member's right to appeal to the Board should the proposed
20	action be recommended to the Board;
21	21.2.7 A District form, the signing and filing of which shall constitute a demand for a
22	hearing where the District determines to recommend that such discipline be imposed.
23	21.3 Should discipline be recommended to the Board, CSEA shall have the right to refer such
24	action to an impartial hearing officer selected in accordance with the following procedure.

1 If the District and CSEA cannot agree upon a hearing officer, then a hearing officer shall be selected by 2 requesting a list of officers from the State Mediation and Conciliation Service or the American 3 Arbitration Association. The cost, if any of such list will be borne equally between the district and 4 CSEA. From this list of hearing officers, the parties shall strike alternately until only one (1) name 5 remains, who shall be the hearing officer. The first strike shall be determined by the flip of a coin. 6 Thereafter, the hearing shall proceed under the Voluntary Labor Arbitration Rules of the American 7 Arbitration Association. All costs for the services of the hearing officer shall be borne equally by the 8 District and CSEA. All other costs shall be borne by the party incurring them.

- 9 21.3.1 The issues to be submitted to the hearing officer are as follows: Is the proposed 10 discipline for just cause, or was (unit member's name) disciplined for just cause (whichever is 11 appropriate). If not, to what remedy, if any, is (unit member's name) entitled?
- 12 21.3.2 The decision of the hearing officer shall be advisory to all parties and shall be
 13 subject to review by the Board. The hearing officer's decision shall be provided within thirty (30) days
 14 of the close of the hearing or he/she will be penalized by a fee reduction of \$25.00 per day.

15 21.4 Summary discipline, which shall be defined for the purposes of this Article as a 16 suspension of five (5) days or less or any action resulting in a deprivation of an incident of a 17 classification, may be appealed to the Superintendent or designee, and thereafter by said unit member 18 to the Board. A unit member shall be entitled to a Skelly hearing before, during or within fourteen (14) 19 calendar days of any suspension without pay of five (5) days or less. The Superintendent or designee 20 shall serve as the hearing officer for any hearing conducted pursuant to this provision. A unit member must file an appeal with the Board by delivering a written appeal to the Superintendent's office within 21 22 seven (7) calendar days of the hearing officer's decision if he or she wishes to appeal the hearing officer's 23 decision.

1	21.4.1 Prior to a written reprimand, other than an annual scheduled performance
2	evaluation being placed in a unit member's personnel file, the affected unit member shall have the right
3	to a conference with the supervisor issuing the reprimand. The unit member may, at his/her request, be
4	represented by a CSEA Steward at this conference.
5	21.4.2 The unit member shall have five (5) days from receipt of the reprimand to file a
6	written rebuttal which shall be attached to the reprimand if it is placed in the unit member's personnel
7	file. This five (5) day time limit may be waived by mutual agreement of the parties.
8	21.5 The parties agree that in circumstances where the conduct of a unit member is reasonably
9	believed to constitute a threat to the person or property of the District, its unit members, or students,
10	such justifies an immediate suspension without notice.
11	21.6 At any investigatory interview which a unit member reasonably believes may lead to
12	discipline, the unit member shall have the right, upon request, to be represented by CSEA.
13	<u>ARTICLE 22</u>
14	GRIEVANCE PROCEDURE
15	22.1 <u>Definitions.</u> A "grievance" is a formal written allegation by a grievant that there has been
16	a violation, misinterpretation or misapplication of a provision of this Agreement.
17	A "grievant" may be any unit member or the Association.
18	A "day" is a day that a unit member is in paid status, excluding holidays, unless the unit member
19	is on unpaid leave. In such case, "day" is any day the District Office is officially open for business.
20	The "immediate supervisor" is the lowest level manager/supervisor having jurisdiction over the
21	grievant who has been designated to adjust grievances.
22	22.2 <u>Right to Representation</u> . The grievant has the right to have a representative present at
23	any level of the grievance procedure.

1 22.3 <u>Informal Level.</u> Before filing a formal written grievance, the grievant will attempt, 2 within ten (10) days after the occurrence of the act or omission giving rise to the grievance, or after the 3 grievant knew or reasonably should have known of such act or omission, to resolve the problem by 4 informally conferencing with his/her immediate supervisor/designee. For issues that cannot be 5 reasonably resolved at the site level or which involve multiple sites, the informal conference may occur 6 at the District office level through the Assistant Superintendent of Human Resources/Chief Human 7 Resources Officer or designee. If not resolved, the grievant may appeal to the next level.

8

22.4 Formal Level.

9 22.4.1 <u>Level I</u>. Within five (5) days after the informal conference with the grievant's 10 immediate supervisor, the grievant must present his/her grievance in writing on the appropriate form to 11 the unit member's immediate supervisor or his/her designee. This statement shall be a clear, concise 12 statement of the grievance, the circumstances involved, the decision rendered at the informal conference, 13 if applicable, the specific remedy sought and the section of this Agreement alleged to have been violated. 14 Grievance shall be date stamped by site secretary or designee.

15 The answer shall be communicated to the grievant in writing within five (5) days after 16 receiving the grievance. If the response is not timely, the grievant may appeal to the next level.

17 Within the above time limits, the supervisor shall schedule a personal conference.

18 22.4.2 Level II. If the grievant is not satisfied with the disposition of the grievance at 19 Level I, or if no written decision has been rendered within five (5) days after the grievant has filed with 20 the immediate supervisor, the grievant may, within five (5) days after receipt of a decision by the 21 immediate supervisor or within five (5) days of the expiration of the response period mentioned above, 22 file a Level II grievance with the Assistant Superintendent of Human Resource /Chief Human Resources 23 Officer or designee. Within the above time limits the Assistant Superintendent of Human 24 Resources/Chief Human Resources Officer or designee shall schedule a conference.

1 22.4.3 Level III. If the grievant is not satisfied with the disposition of the grievance at 2 Level II, or if no written decision has been rendered within five (5) days after the grievant has filed with 3 the Assistant Superintendent of Human Resources/Chief Human Resources Officer or designee, the 4 grievant may, within five (5) days after receipt of a decision by the Assistant Superintendent of Human 5 Resources/Chief Human Resources Officer or designee or within five (5) days of the expiration of the 6 response period mentioned above, file a Level III grievance with the Superintendent.

7 22.4.4 Level IV. If the grievant is not satisfied with the disposition of the grievance at 8 Level III or if no written decision has been rendered within five (5) days after the grievant has filed with 9 the Superintendent or designee, CSEA may, within five (5) days after receipt of a decision by the 10 Superintendent or designee or within five (5) days of the expiration of the response period mentioned 11 above, request in writing to the Superintendent or designee that the dispute shall be submitted to 12 mediation by the State Mediation/Conciliation Service. The parties will develop a list of mediators that 13 can be used in the process. If the parties are unable to agree on a mediator, the matter will go forward to 14 arbitration if either party so desires.

15 22.4.5 <u>Level V.</u> If the grievant is not satisfied with the disposition of the grievance at 16 Level IV or the parties are unable to agree on a mediator, CSEA may, within fifteen (15) days after 17 mediation, request in writing to the Superintendent or designee that the District submit the grievance to 18 arbitration.

Upon a request to submit a grievance to arbitration, the parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within five (5) days of the District's receipt of the request to arbitrate, the parties shall request the State Mediation/Conciliation Service to provide a list of seven (7) arbitrators from which the parties shall strike names alternatively until only one (1) name remains, which person shall be the arbitrator. The arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

1 The arbitrator shall render a binding decision which will be in writing and will set forth 2 findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power 3 or authority to make any decision which requires the commission of an act prohibited by law or which 4 is violative of the terms of this Agreement, and shall not amend, modify, nullify, nor ignore the 5 provisions of this Agreement. The decisions of the arbitrator shall be submitted to the Superintendent 6 and CSEA.

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing shall be borne equally by the District and CSEA. All other costs shall be borne by the party incurring them.

10 22.5 <u>No Reprisal</u>. No reprisals shall be taken against any party participating in the grievance
 11 procedure herein by CSEA or the District.

12 22.6 <u>Notice of Resolution.</u> Prior to the resolution of any grievance at Level III, above, CSEA 13 shall receive a copy of the grievance and the proposed resolution and shall be given the opportunity to 14 file a response.

15 22.7 <u>Release Time.</u> Release time shall be provided the grievant and one (1) CSEA 16 representative at a time when mutually agreed to by the grievant and the management employee involved 17 at any level.

18 22.8 <u>Forms</u>. Grievance forms shall be prepared by the District within a reasonable time and 19 will be made available to unit members at the immediate supervisor's office. Communication of 20 grievance filings and responses shall be communicated to the Chief Union Steward and Executive Board 21 only.

22 22.9 <u>Early Resolution.</u> In the event a grievance is filed at such a time that it cannot be 23 processed through all the steps in this grievance procedure by the end of the school year, and if left 24 unresolved until the beginning of the following school year could result in harm to a grievant, the time

1	limits set forth herein may be reduced by mutual agreement of the parties in interest so that the procedure
2	may be exhausted prior to the end of the school year, or as soon as is practicable.
3	22.10 <u>Time Limits.</u> The time limits herein may be extended by mutual agreement.
4	22.11 <u>Witnesses.</u> The District shall release, without loss of pay, witnesses who are unit
5	members of the District and whose testimony is reasonably required at a grievance hearing, for the
6	amount of time reasonably required for the witness to appear and testify at such hearing.
7	ARTICLE 23
8	<u>NEGOTIATIONS</u>
9	23.1 <u>Notification and Public Notice.</u> If either party desires to alter or amend this Agreement,
10	it shall, within one hundred twenty (120) days, but no later than thirty (30) days, prior to the end of the
11	applicable school years set forth in the Duration Article, provide written notice and a proposal to the
12	other party.
13	23.2 <u>Commencement of Negotiations.</u> Within a reasonable period of time, negotiations shall
14	commence at a mutually acceptable time and place for the purpose of considering changes in this
15	Agreement.
16	23.3 <u>Impasse.</u> If the parties are not able to agree upon terms of a new agreement within a
17	reasonable period of time, either party may institute impasse procedures in accordance with the rules of
18	the Public Employment Relations Board.
19	23.4 <u>Release Time for Negotiations.</u> CSEA shall have the right to designate the CSEA
20	President or designee and up to six (6) unit members, who shall be given reasonable release time, as
21	required by law, as needed to prepare for and participate in negotiations. Requests for release time must
22	be submitted in writing in advance.
23	23.5 <u>Ratification of Additions or Changes.</u> Any additions or changes in this Agreement shall
24	not be effective unless reduced to writing and properly ratified and signed by both parties. 72

1	ARTICLE 24
2	CONCERTED ACTIVITIES
3	24.1 <u>Concerted Action Pledge.</u> It is expressly agreed by both parties that there will be no
4	strike, work stoppage, slowdown, job action, picketing in conjunction therewith, or refusal or failure to
5	perform fully all job functions and responsibilities, nor will there by any concerted action or other such
6	interference with the operations of the District, by CSEA or by its officers, agents or members during
7	the term of this Agreement, including compliance with the request of other union organizations to
8	engage in such activity.
9	24.2 <u>Compliance</u> . CSEA recognizes the duty and obligation of its representatives to comply
10	with the provisions of this Agreement and to make reasonable efforts toward inducing all unit members
11	to do so. In the event of a strike, work stoppage, slowdown, concerted action or other such interference
12	with the operations of the District by unit members who are represented by CSEA, CSEA agrees in good
13	faith to take all reasonably necessary steps to cause those unit members to cease such action.
14	24.3 <u>No Lockout</u> . During the term hereof, the District will not lockout unit members covered
15	by this Agreement.
16	<u>ARTICLE 25</u>
17	NO DISCRIMINATION
18	25.1 Neither party shall unlawfully discriminate against any unit member with respect to
19	wages, hours, or other terms and conditions of employment on the basis of race, national origin, religion,
20	sex, sexual orientation, disability, marital status, union activities, or on any other unlawful ground.
21	<u>ARTICLE 26</u>
22	<u>SEVERABILITY</u>
23	26.1 <u>Savings Clause.</u> If during the life of this Agreement there exists any applicable rule,
24	regulation, or order issued by governmental authority other than the District which shall render invalid 73

or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rules, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

- 5 26.2 <u>Replacement for Severed Provision.</u> In the event of suspension or invalidation of any 6 Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after 7 such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or 8 Section.
- 9
- 10

ARTICLE 27

EFFECT OF AGREEMENT

11 27.1 It is understood and agreed that the specific provisions contained in this Agreement shall 12 prevail over District practices and procedures and over state laws to the extent permitted by state law 13 and that, unless contrary to the intent of this Agreement, such practices and procedures are discretionary 14 with the District.

15

16

ARTICLE 28

COMPLETION OF MEET AND NEGOTIATE

17 28.1 Except as provided in Article 30, during the term of this Agreement, the Association 18 expressly waives the right to meet and negotiate with the District with respect to any subject or matter 19 whether or not referred to or covered in this Agreement, even though such subject or matter may not 20 have been within the knowledge or contemplation of the parties at the time they met and negotiated on, 21 and executed this Agreement.

22 28.2 <u>IBB</u>. The parties will continue to utilize the interest based bargaining method for 23 negotiations.

1

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ARTICLE 29

STATUTORY OBLIGATIONS

29.1 <u>EERA Controls.</u> The parties acknowledge that obligations imposed upon the District, unit members and the Association under the Education Code, relating to wages, hours or other terms and conditions of employment as set forth in the Educational Employment Relations Act should be complied with by the respective parties subject to any modification lawfully established by this Agreement.

8 29.2 <u>Nonapplicability of Grievance Procedure.</u> The provisions of this Article shall not be 9 subject to the grievance procedure, and "grievances," as defined in this Agreement, may not be 10 addressed by the procedures set forth in this Article.

11 29.3 <u>Complaint Procedure</u>. A written complaint alleging a violation of this Article may be 12 filed with the Superintendent. Such complaint must be submitted within twenty (20) days after the act 13 or omission giving rise to the complaint. The Superintendent or designee shall respond within twenty 14 (20) days after receipt of the written complaint. If the complainant is not satisfied with the written 15 response, the Association may file with the Superintendent's office, a written request for advisory 16 arbitration of the dispute within ten (10) days after receipt of the written response.

17 29.4 <u>Advisory Arbitration.</u> Within ten (10) days after the request for arbitration is filed with 18 the Superintendent, the District and the Association shall attempt to voluntarily agree upon the selection 19 of an arbitrator. If no agreement can be reached, the parties shall within said ten (10) day period request 20 a list of arbitrators from the California State Mediation /Conciliation Service.

21 29.5 <u>Arbitrator's Powers.</u> The arbitrator shall have no power to alter, amend, change, modify, 22 add to or subtract from any of the terms of the Agreement. The decision of the arbitrator shall be based 23 solely upon the evidence and arguments presented to him by the respective parties in the presence of 24 each other or in writing with copies to each other.

1	29.6 <u>Cost of Hearing</u> . The costs of the arbitration hearing, including the arbitrator's fees, shall
2	be borne equally by the District and the Association.
3	29.7 <u>Time Requirements.</u> The term "day," as used in this Article, shall mean a day in which
4	the District Office is open. The failure to file a complaint or request arbitration within the timelines set
5	forth above shall be deemed a waiver of the complaint.
6	ARTICLE 30
7	DURATION
8	30.1 <u>Length of Agreement.</u> This Agreement shall remain in full force and effect from July 1,
9	2022 until June 30, 2025, and from year to year thereafter unless alterations or amendments are requested
10	in writing in accordance with the Negotiations Article. Finally, during 2023-24, health and welfare
11	benefits (Article 11) shall be closed, however, both parties may reopen three (3) Articles for 2023-2024
12	and 2024-2025.
13	30.2 In order to reopen on any of the above referenced matters, the parties shall follow Article
14	23.1

PERRIS UNION HIGH SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES	
ASSOCIATION, CHAPTER #469	

	K S		12
By:	ANK	By:	
	Kirk Skorpanich		Joshua Rushing,
		an Resources	Chapter President
	Maribel Escobar,		Lisa Towery,
	Director, Human Resources		Labor Relations Representative CSEA
	Joseph Williams,		Justin Brecht,
		n Technology	Negotiations Team Member
	Hector GonZaleZ		Tara Hefner
	Hector Gonzalez,		Tara Hefner,
	Director, Facilities		Negotiations Team Member
			John Phillips
	Audrey Mitchel,		John Phillips,
	Director, Nutrition Services		Negotiations Team Member
			Petro 1
			Petra Nunez,
			Negotiations Team Member
			Helen Stimach
			Helen Stimach,
			Negotiations Team Member
	By:	Kirk Skorpanich Assistant Superintendent, Hum Maribel Escobar Maribel Escobar, Director, Human Resources Director, Human Resources Joseph Williams, Executive Director, Information Hector BonZaleZ Hector Gonzalez, Director, Facilities Audrey Mitchel,	Kirk Skorpanich Assistant Superintendent, Human Resources <u>Maribel Escobar</u> Maribel Escobar, Director, Human Resources <u>Maribel Escobar</u> Joseph Williams, Executive Director, Information Technology <u>Hector BonZaleZ</u> Hector Gonzalez, Director, Facilities <u>Audrey Mitchel</u> , Audrey Mitchel,

APPENDIX A

CLASSIFICATION, SALARY RANGE AND WORK YEAR ASSIGNMENTS

Perris Union High School District - Job Classification, Salary Range and Work Year Assignment

Clerical Services					
Title	Range	Work Year	Work Days		
Account Clerk I	20	A, B	245, 223		
Account Clerk II	18	в	223		
Accounting Technician	29	A	245		
Accountant	35	A	245		
Attendance Tech/Health Aide	18	A, F, G	245, 195, 193		
Att Tech/Reg/ Health/Bilingual	19	A, C, G	245, 214, 193		
Attendance Specialist	19	А	245		
Attendance Technician	17	A, F, G	245, 195, 193		
Buyer	25	A	245		
Career Center Clerk	18	G	193		
Clerk, Intermediate	14	A, E, G, H	245, 201, 193, 186		
Clerk, Junior	12	A,G,H	245, 201, 193, 186		
Clerk, Senior	16	A,B,E,F,G,H	245, 223, 201, 195 193, 186		
Guidance Technician/Registrar	20	А	245		
Guidance Technician	20	в	223		
Guidance/SIS Tech	23	A	245		
Independent Study Technician	20	A	245		
Library Media Technician	18	G	193		
Library Clerk II	14	G	193		
Payroll Analyst	37	А	245		
Payroll Technician	30	A	245		
Personnel Technician	31	A	245		
Professional Development Tech	25	А	245		
Purchasing Clerk	19	А	245		
Receptionist/Registrar	18	С	214		
Receptionist/Telephone Operator	16	A, C	245, 214		
Registrar	21	в	223		
Risk Management Technician	30	A	245		
School Secretary	25	А	245		
Secretary II - Instruct Data Sup.	23	A	245		
Secretary II	23	A, C	245, 214		
Secretary III	21	D	206		
Secretary IV	19	A	245		
Translator	28	A	245		

Instructional Services

17	86	
	A	245
17	A	245
32	A	245
10	J	183
12	J	183
13	J	183
13	J	183
	17 32 10 12 13	17 A 32 A 10 J 12 J 13 J

Maintenance & Operations

Title	Range	Work Year	Work Days
Custodian	16	A	245
Delivery Driver	19	A	245
Groundskeeper	18	A	245
HVAC Technician	30	A	245
Lead Custodian	19	А	245
Locksmith	30	А	245
Pool Maintenance Worker	19	A	245
Pool Main. Worker/Custodian	17	A	245
Senior Groundskeeper	25	А	245
Sr. Skilled Maintenance Worker	27	А	245

Nutrition Services

Title	Range	Work Year	Work Days
Lead Nutrition Services Asst.	19	L.	186
Nutrition Services Assistant	10	J	183

Technology Services

Title	Range	Work Year	Work Days
Info Technology Tech I	35	A	245
Info Technology Tech II	28	A	245
Info Technology Tech III	24	A	245
Network Engineer	42	A	245
Programmer Analyst	45	A	245
Systems Analyst	42	A	245

Longevity

10 years = 2.5% 15 years = 5% 20 years = 7.5% 25 years = 10% 30 years = 12.5%



Community Services

Title	Range	Work Year	Work Days
Campus Supervisor I	17	к	189
Health Technician	18	G	193
Job Development Specialist	21	н	186
Lead Campus Supervisor	20	к	189
Licensed Vocational Nurse	32	J	183

APPENDIX B

<u>PART I</u>

SALARY SCHEDULE CLASSIFIED BARGAINING UNIT

Updated salary schedules consistent with Article 10.1 shall be inserted into the successor contract and include the applicable hourly rates. Additionally, rows 1-9 shall be removed from the salary schedule.





CSEA SALARY SCHEDULE - MONTHLY CLASSIFIED BARGAINING MEMBERS EFFECTIVE 07/01/2022 - W/6.56% INCREASE 8HR EMPLOYEE

	co	L.1	CO	L. 2	co	L. 3	COL. 4		CO	COL. 5		COL. 6	
ROW	Mnthly	Hrly											
10.1	\$3,074	\$17.735	\$3,231	\$18.641	\$3,395	\$19.587	\$3,565	\$20.568	\$3,745	\$21.606	\$3,932	\$22.685	
11.1	\$3,156	\$18.208	\$3,312	\$19.108	\$3,478	\$20.066	\$3,657	\$21.098	\$3,840	\$22.154	\$4,030	\$23.250	
12.1	\$3,231	\$18.641	\$3,395	\$19.587	\$3,565	\$20.568	\$3,745	\$21.606	\$3,932	\$22.685	\$4,136	\$23.862	
13.1	\$3,312	\$19.108	\$3,478	\$20.066	\$3,657	\$21.098	\$3,840	\$22.154	\$4,030	\$23.250	\$4,242	\$24.474	
14.1	\$3,395	\$19.587	\$3,565	\$20.568	\$3,745	\$21.606	\$3,932	\$22.685	\$4,136	\$23.862	\$4,346	\$25.074	
15.1	\$3,478	\$20.066	\$3,657	\$21.098	\$3,840	\$22.154	\$4,030	\$23.250	\$4,242	\$24.474	\$4,455	\$25.702	
16.1	\$3,565	\$20.568	\$3,745	\$21.606	\$3,932	\$22.685	\$4,136	\$23.862	\$4,346	\$25.074	\$4,571	\$26.372	
17.1	\$3,657	\$21.098	\$3,840	\$22.154	\$4,030	\$23.250	\$4,242	\$24.474	\$4,455	\$25.702	\$4,685	\$27.029	
18.1	\$3,745	\$21.606	\$3,932	\$22.685	\$4,136	\$23.862	\$4,346	\$25.074	\$4,571	\$26.372	\$4,806	\$27.727	
19.1	\$3,840	\$22.154	\$4,030	\$23.250	\$4,242	\$24.474	\$4,455	\$25.702	\$4,685	\$27.029	\$4,924	\$28.408	
20.1	\$3,932	\$22.685	\$4,136	\$23.862	\$4,346	\$25.074	\$4,571	\$26.372	\$4,806	\$27.727	\$5,048	\$29.124	
21.1	\$4,030	\$23.250	\$4,242	\$24.474	\$4,455	\$25.702	\$4,685	\$27.029	\$4,924	\$28.408	\$5,173	\$29.845	
22.1	\$4,136	\$23.862	\$4,346	\$25.074	\$4,571	\$26.372	\$4,806	\$27.727	\$5,048	\$29.124	\$5,302	\$30.589	
23.1	\$4,242	\$24.474	\$4,455	\$25.702	\$4,685	\$27.029	\$4,924	\$28.408	\$5,173	\$29.845	\$5,430	\$31.328	
24.1	\$4,346	\$25.074	\$4,571	\$26.372	\$4,806	\$27.727	\$5,048	\$29.124	\$5,302	\$30.589	\$5,572	\$32.147	
25.1	\$4,455	\$25.702	\$4,685	\$27.029	\$4,924	\$28.408	\$5,173	\$29.845	\$5,430	\$31.328	\$5,708	\$32.931	
26.1	\$4,571	\$26.372	\$4,806	\$27.727	\$5,048	\$29.124	\$5,302	\$30.589	\$5,572	\$32.147	\$5,854	\$33.774	
27.1	\$4,685	\$27.029	\$4,924	\$28.408	\$5,173	\$29.845	\$5,430	\$31.328	\$5,708	\$32.931	\$5,999	\$34.610	
28.1	\$4,806	\$27.727	\$5,048	\$29.124	\$5,302	\$30.589	\$5,572	\$32.147	\$5,854	\$33.774	\$6,146	\$35.458	
29.1	\$4,924	\$28.408	\$5,173	\$29.845	\$5,430	\$31.328	\$5,708	\$32.931	\$5,999	\$34.610	\$6,298	\$36.335	
30.1	\$5,048	\$29.124	\$5,302	\$30.589	\$5,572	\$32.147	\$5,854	\$33.774	\$6,146	\$35.458	\$6,452	\$37.224	
31.1	\$5,173	\$29.845	\$5,430	\$31.328	\$5,708	\$32.931	\$5,999	\$34.610	\$6,298	\$36.335	\$6,616	\$38.170	
32.1	\$5,302	\$30.589	\$5,572	\$32.147	\$5,854	\$33.774	\$6,146	\$35.458	\$6,452	\$37.224	\$6,777	\$39.099	
33.1	\$5,430	\$31.328	\$5,708	\$32.931	\$5,999	\$34.610	\$6,298	\$36.335	\$6,616	\$38.170	\$6,945	\$40.068	
34.1	\$5,572	\$32.147	\$5,854	\$33.774	\$6,146	\$35.458	\$6,452	\$37.224	\$6,777	\$39.099	\$7,115	\$41.049	
35.1	\$5,708	\$32.931	\$5,999	\$34.610	\$6,298	\$36.335	\$6,616	\$38.170	\$6,945	\$40.068	\$7,291	\$42.064	
36.1	\$5,854	\$33.774	\$6,146	\$35.458	\$6,452	\$37.224	\$6,777	\$39.099	\$7,115	\$41.049	\$7,474	\$43.120	
37.1	\$5,999	\$34.610	\$6,298	\$36.335	\$6,616	\$38.170	\$6,945	\$40.068	\$7,291	\$42.064	\$7,663	\$44.210	
38.1	\$6,146	\$35.458	\$6,452	\$37.224	\$6,777	\$39.099	\$7,115	\$41.049	\$7,474	\$43.120	\$7,852	\$45.301	
39.1	\$6,298	\$36.335	\$6,616	\$38.170	\$6,945	\$40.068	\$7,291	\$42.064	\$7,663	\$44.210	\$8,046	\$46.420	
40.1	\$6,452	\$37.224	\$6,777	\$39.099	\$7,115	\$41.049	\$7,474	\$43.120	\$7,852	\$45.301	\$8,248	\$47.586	
41.1	\$6,616	\$38.170	\$6,945	\$40.068	\$7,291	\$42.064	\$7,663	\$44.210	\$8,046	\$46.420	\$8,454	\$48.774	
42.1	\$6,777	\$39.099	\$7,115	\$41.049	\$7,474	\$43.120	\$7,852	\$45.301	\$8,248	\$47.586	\$8,667	\$50.003	
43.1	\$6,945	\$40.068	\$7,291	\$42.064	\$7,663	\$44.210	\$8,046	\$46.420	\$8,454	\$48.774	\$8,881	\$51.238	
44.1	\$7,115	\$41.049	\$7,474	\$43.120	\$7,852	\$45.301	\$8,248	\$47.586	\$8,667	\$50.003	\$9,100	\$52.501	
45.1	\$7,291	\$42.064	\$7,663	\$44.210	\$8,046	\$46.420	\$8,454	\$48.774	\$8,881	\$51.238	\$9,331	\$53.834	





CSEA SALARY SCHEDULE - MONTHLY CLASSIFIED BARGAINING MEMBERS EFFECTIVE 01/01/2023 - W/6.44% INCREASE 8 HRS PER DAY

	со	L.1	со	L. 2	со	L. 3	CO	L . 4	со	L. 5	CO	L. 6
ROW	Mnthly	Hrly	Mnthly	Hrly	Mnthly	Hrly	Mnthly	Hrly	Mnthly	Hrly	Mnthly	Hrly
10.1	\$3,272	\$18.877	\$3,439	\$19.841	\$3,614	\$20.850	\$3,795	\$21.895	\$3,986	\$22.997	\$4,185	\$24.145
11.1	\$3,359	\$19.379	\$3,525	\$20.337	\$3,702	\$21.358	\$3,893	\$22.460	\$4,087	\$23.579	\$4,290	\$24.750
12.1	\$3,439	\$19.841	\$3,614	\$20.850	\$3,795	\$21.895	\$3,986	\$22.997	\$4,185	\$24.145	\$4,402	\$25.397
13.1	\$3,525	\$20.337	\$3,702	\$21.358	\$3,893	\$22.460	\$4,087	\$23.579	\$4,290	\$24.750	\$4,515	\$26.049
14.1	\$3,614	\$20.850	\$3,795	\$21.895	\$3,986	\$22.997	\$4,185	\$24.145	\$4,402	\$25.397	\$4,626	\$26.689
15.1	\$3,702	\$21.358	\$3,893	\$22.460	\$4,087	\$23.579	\$4,290	\$24.750	\$4,515	\$26.049	\$4,742	\$27.358
16.1	\$3,795	\$21.895	\$3,986	\$22.997	\$4,185	\$24.145	\$4,402	\$25.397	\$4,626	\$26.689	\$4,865	\$28.068
17.1	\$3,893	\$22.460	\$4,087	\$23.579	\$4,290	\$24.750	\$4,515	\$26.049	\$4,742	\$27.358	\$4,987	\$28.772
18.1	\$3,986	\$22.997	\$4,185	\$24.145		\$25.397	\$4,626	\$26.689	\$4,865	\$28.068	\$5,116	\$29.516
19.1	\$4,087	\$23.579	\$4,290	\$24.750	\$4,515	\$26.049	\$4,742	\$27.358	\$4,987	\$28.772	\$5,241	\$30.237
20.1	\$4,185	\$24.145	\$4,402	\$25.397	\$4,626	\$26.689	\$4,865	\$28.068	\$5,116	\$29.516	\$5,373	\$30.999
21.1	\$4,290	\$24.750	\$4,515	\$26.049	\$4,742	\$27.358	\$4,987	\$28.772	\$5,241	\$30.237		\$31.766
22.1	\$4,402	\$25.397	\$4,626	\$26.689	\$4,865	\$28.068	\$5,116	\$29.516	\$5,373	\$30.999	\$5,643	\$32.556
23.1	\$4,515	\$26.049	\$4,742	\$27.358	\$4,987	\$28.772	\$5,241	\$30.237	\$5,506	\$31.766	\$5,780	\$33.347
24.1	\$4,626	\$26.689	\$4,865	\$28.068	\$5,116	\$29.516	\$5,373	\$30.999	\$5,643	\$32.556	\$5,931	\$34.218
25.1	\$4,742	\$27.358	\$4,987	\$28.772	\$5,241	\$30.237	\$5,506	\$31.766	\$5,780	\$33.347	\$6,076	\$35.055
26.1	\$4,865	\$28.068	\$5,116	\$29.516	\$5,373	\$30.999	\$5,643	\$32.556		\$34.218	\$6,231	\$35.949
27.1	\$4,987	\$28.772		\$30.237		\$31.766	\$5,780	\$33.347		\$35.055	\$6,385	\$36.837
28.1	\$5,116	\$29.516	\$5,373	\$30.999	\$5,643	\$32.556	\$5,931	\$34.218	\$6,231	\$35.949	\$6,542	\$37.743
29.1	\$5,241	\$30.237	\$5,506	\$31.766	\$5,780	\$33.347	\$6,076	\$35.055	\$6,385	\$36.837	\$6,704	\$38.678
30.1	\$5,373	\$30.999	\$5,643	\$32.556	\$5,931	\$34.218	\$6,231	\$35.949	\$6,542	\$37.743	\$6,868	\$39.624
31.1	\$5,506	\$31.766	\$5,780	\$33.347	\$6,076	\$35.055	\$6,385	\$36.837	\$6,704	\$38.678	\$7,042	\$40.628
32.1	\$5,643	\$32.556		\$34.218		\$35.949	\$6,542	\$37.743	\$6,868	\$39.624		\$41.614
33.1	\$5,780	\$33.347	\$6,076	\$35.055	\$6,385	\$36.837	\$6,704	\$38.678	\$7,042	\$40.628	\$7,392	\$42.647
34.1	\$5,931	\$34.218	\$6,231	\$35.949		\$37.743		\$39.624		\$41.614	\$7,573	\$43.691
35.1		\$35.055		\$36.837	\$6,704	\$38.678		\$40.628		\$42.647	\$7,761	\$44.776
36.1		\$35.949		\$37.743	. ,	\$39.624		\$41.614		\$43.691		\$45.895
37.1		\$36.837	\$6,704	\$38.678		\$40.628	\$7,392	\$42.647	\$7,761	\$44.776	\$8,156	\$47.055
38.1		\$37.743		\$39.624		\$41.614		\$43.691		\$45.895		\$48.220
39.1		\$38.678		\$40.628		\$42.647		\$44.776		\$47.055		\$49.409
40.1		\$39.624		\$41.614		\$43.691		\$45.895		\$48.220		\$50.649
41.1		\$40.628		\$42.647		\$44.776		\$47.055		\$49.409		\$51.913
42.1		\$41.614		\$43.691		\$45.895		\$48.220		\$50.649		\$53.222
43.1		\$42.647		\$44.776		\$47.055		\$49.409		\$51.913		\$54.538
44.1		\$43.691		\$45.895		\$48.220		\$50.649		\$53.222		\$55.882
45.1	\$7,761	\$44.776	\$8,156	\$47.055	\$8,564	\$49.409	\$8,998	\$51.913	\$9,453	\$54.538	\$9,932	\$57.301





CSEA SALARY SCHEDULE - MONTHLY CLASSIFIED BARGAINING MEMBERS EFFECTIVE 07/01/2023 - W/2% INCREASE 8 HRS PER DAY

	со	L. 1	со	L. 2	со	L. 3	CO	L. 4	COL. 5		со	L. 6
ROW	Mnthly	Hrly	Mnthly	Hrly								
10.1	\$3,337	\$19.252	\$3,508	\$20.239	\$3,686	\$21.266	\$3,871	\$22.333	\$4,066	\$23.458	\$4,269	\$24.629
11.1	\$3,426	\$19.766	\$3,596	\$20.747	\$3,776	\$21.785	\$3,971	\$22.910	\$4,169	\$24.052	\$4,376	\$25.247
12.1	\$3,508	\$20.239	\$3,686	\$21.266	\$3,871	\$22.333	\$4,066	\$23.458	\$4,269	\$24.629	\$4,490	\$25.904
13.1	\$3,596	\$20.747	\$3,776	\$21.785	\$3,971	\$22.910	\$4,169	\$24.052	\$4,376	\$25.247	\$4,605	\$26.568
14.1	\$3,686	\$21.266	\$3,871	\$22.333	\$4,066	\$23.458	\$4,269	\$24.629	\$4,490	\$25.904	\$4,719	\$27.226
15.1	\$3,776	\$21.785	\$3,971	\$22.910	\$4,169	\$24.052	\$4,376	\$25.247	\$4,605	\$26.568	\$4,837	\$27.906
16.1	\$3,871	\$22.333	\$4,066	\$23.458	\$4,269	\$24.629	\$4,490	\$25.904	\$4,719	\$27.226	\$4,962	\$28.627
17.1	\$3,971	\$22.910	\$4,169	\$24.052	\$4,376	\$25.247	\$4,605	\$26.568	\$4,837	\$27.906	\$5,087	\$29.349
18.1	\$4,066	\$23.458	\$4,269	\$24.629	\$4,490	\$25.904	\$4,719	\$27.226	\$4,962	\$28.627	\$5,218	\$30.104
19.1	\$4,169	\$24.052	\$4,376	\$25.247	\$4,605	\$26.568	\$4,837	\$27.906	\$5,087	\$29.349	\$5,346	\$30.843
20.1	\$4,269	\$24.629	\$4,490	\$25.904	\$4,719	\$27.226	\$4,962	\$28.627	\$5,218	\$30.104	\$5,480	\$31.616
21.1	\$4,376	\$25.247	\$4,605	\$26.568	\$4,837	\$27.906	\$5,087	\$29.349	\$5,346	\$30.843	\$5,616	\$32.401
22.1	\$4,490	\$25.904	\$4,719	\$27.226	\$4,962	\$28.627	\$5,218	\$30.104	\$5,480	\$31.616	\$5,756	\$33.208
23.1	\$4,605	\$26.568	\$4,837	\$27.906	\$5,087	\$29.349	\$5,346	\$30.843	\$5,616	\$32.401	\$5,896	\$34.016
24.1	\$4,719	\$27.226	\$4,962	\$28.627	\$5,218	\$30.104	\$5,480	\$31.616	\$5,756	\$33.208	\$6,050	\$34.905
25.1	\$4,837	\$27.906	\$5,087	\$29.349	\$5,346	\$30.843	\$5,616	\$32.401	\$5,896	\$34.016	\$6,198	\$35.758
26.1	\$4,962	\$28.627	\$5,218	\$30.104	\$5,480	\$31.616	\$5,756	\$33.208	\$6,050	\$34.905	\$6,356	\$36.670
27.1	\$5,087	\$29.349	\$5,346	\$30.843	\$5,616	\$32.401	\$5,896	\$34.016	\$6,198	\$35.758	\$6,513	\$37.576
28.1	\$5,218	\$30.104	\$5,480	\$31.616	\$5,756	\$33.208	\$6,050	\$34.905	\$6,356	\$36.670	\$6,673	\$38.499
29.1	\$5,346	\$30.843	\$5,616	\$32.401	\$5,896	\$34.016	\$6,198	\$35.758	\$6,513	\$37.576	\$6,838	\$39.451
30.1	\$5,480	\$31.616	\$5,756	\$33.208	\$6,050	\$34.905	\$6,356	\$36.670	\$6,673	\$38.499	\$7,005	\$40.414
31.1	\$5,616	\$32.401	\$5,896	\$34.016	\$6,198	\$35.758	\$6,513	\$37.576	\$6,838	\$39.451	\$7,183	\$41.441
32.1	\$5,756	\$33.208	\$6,050	\$34.905	\$6,356	\$36.670	\$6,673	\$38.499	\$7,005	\$40.414	\$7,357	\$42.445
33.1	\$5,896	\$34.016	\$6,198	\$35.758	\$6,513	\$37.576	\$6,838	\$39.451	\$7,183	\$41.441	\$7,540	\$43.501
34.1	\$6,050	\$34.905	\$6,356	\$36.670	\$6,673	\$38.499	\$7,005	\$40.414	\$7,357	\$42.445	\$7,724	\$44.562
35.1	\$6,198	\$35.758	\$6,513	\$37.576	\$6,838	\$39.451	\$7,183	\$41.441	\$7,540	\$43.501	\$7,916	\$45.670
36.1	\$6,356	\$36.670	\$6,673	\$38.499	\$7,005	\$40.414	\$7,357	\$42.445	\$7,724	\$44.562	\$8,114	\$46.812
37.1	\$6,513	\$37.576	\$6,838	\$39.451	\$7,183	\$41.441	\$7,540	\$43.501	\$7,916	\$45.670	\$8,319	\$47.995
38.1	\$6,673	\$38.499	\$7,005	\$40.414	\$7,357	\$42.445	\$7,724	\$44.562	\$8,114	\$46.812	\$8,525	\$49.184
39.1	\$6,838	\$39.451	\$7,183	\$41.441	\$7,540	\$43.501	\$7,916	\$45.670	\$8,319	\$47.995	\$8,735	\$50.395
40.1	\$7,005	\$40.414	\$7,357	\$42.445	\$7,724	\$44.562	\$8,114	\$46.812	\$8,525	\$49.184	\$8,955	\$51.664
41.1	\$7,183	\$41.441	\$7,540	\$43.501	\$7,916	\$45.670	\$8,319	\$47.995	\$8,735	\$50.395	\$9,178	\$52.951
42.1	\$7,357	\$42.445	\$7,724	\$44.562	\$8,114	\$46.812	\$8,525	\$49.184	\$8,955	\$51.664	\$9,410	\$54.290
43.1	\$7,540	\$43.501	\$7,916	\$45.670	\$8,319	\$47.995	\$8,735	\$50.395	\$9,178	\$52.951	\$9,642	\$55.628
44.1	\$7,724	\$44.562	\$8,114	\$46.812	\$8,525	\$49.184	\$8,955	\$51.664	\$9,410	\$54.290	\$9,880	\$57.001
45.1	\$7,916	\$45.670	\$8,319	\$47.995	\$8,735	\$50.395	\$9,178	\$52.951	\$9,642	\$55.628	\$10,131	\$58.449

APPENDIX C

CLASSIFIED PERFORMANCE EVALUATION AND RUBRIC

The new evaluation document and rubric will be used effective July 1, 2016 unless the evaluation has already been given prior to final approval of this Tentative Agreement.



Employee Name:

Title:

Work Site:

Appraisal Period: to

Please read instructions and criteria for evaluation before completing this form. Check the appropriate box indicating the level of performance for each of the following that apply to the work of this employee.	Outstanding Regularly exceeds performance standards	Satisfactory Regularly meets performance standards	Needs to Improve Often does not meet performance standards	Unsatisfactory Regularly does not meet performance standards
INITIATIVE – Extent to which employee applies himself/herself to his/her responsibilities and seeks to improve the level of work by initiating action on his/her own to accomplish the task.				
QUALITY – Extent to which employee's work is free from errors and omissions. Employee is capable of effective communication. Employee is capable of expressing thoughts in a logical manner and sequence, using appropriate mechanisms (if applicable).				
COMPLETENESS AND PRODUCTIVITY – Extent to which employee's quantity and completion of work is carried through with all details addressed in a timely manner.				
JOB RELATED KNOWLEDGE AND SKILLS – Extent to which employee possesses, learns and applies the necessary knowledge and skills to perform the job.				
SAFETY – Extent to which employee is knowledgeable of and practices proper rules of safety to protect self and others.				
ABILITY TO WORK WITH OTHERS – Extent to which employee willingly cooperates with District employees and the public. Employee adapts with a minimum of difficulty to changing circumstances.				
ACCOUNTABILITY – Extent to which employee accepts responsibility for his/her actions.				
ATTENDANCE/PUNCTUALITY – Extent to which employee is absent from the job without approval. Employee is prompt during scheduled work periods.				
SUPERVISORY ABILITY (if applicable) – Extent to which employee is competent in decision-making, communicating, motivating and directing subordinates.				

Employment Status

Permanent

Probationary: 2 Month

4 Month

6 Month

CLASSIFIED PERFORMANCE EVALUATION RUBRIC

INITIATIVE – Extent to which employee applies himself/herself to his/her responsibilities and seeks to improve the level of work by initiating action on his/her own to accomplish the task.

<u>Unsatisfactory</u> – Avoids responsibility. <u>Needs to Improve</u> – Reluctant to accept assigned duties. <u>Satisfactory</u> – Accepts delegated duties willingly. <u>Outstanding</u> – Initiates additional duties and responsibilities.

QUALITY – Extent to which employee's work is free from errors and omissions. Employee is capable of effective communication. Employee is capable of expressing thoughts in a logical manner and sequence, using appropriate mechanisms (if applicable).

<u>Unsatisfactory</u> – Consistently produces work with major errors and omissions. <u>Needs to Improve</u> – Work frequently contains errors or shows poor workmanship. <u>Satisfactory</u> – Work is adequate with occasional errors. <u>Outstanding</u> – Frequently produces work error free work.

COMPLETENESS AND PRODUCTIVITY – Extent to which employee's quantity and completion of work is carried through with all details addressed in a timely manner.

<u>Unsatisfactory</u> – Work is seldom carried through to completion. Tends to obstruct work output.

<u>Needs to Improve</u> – Final details sometimes need attention. Not very productive in job assignment.

<u>Satisfactory</u> – Work is normally completed with attention to details. Produces work consistently.

<u>Outstanding</u> – Very thorough with attention to details. Frequently performs more than the normal workload for this assignment.

JOB RELATED KNOWLEDGE AND SKILLS – Extent to which employee possesses, learns and applies the necessary knowledge and skills to perform the job.

<u>Unsatisfactory</u> – Restricted in his/her work because of lack of information or knowledge. Does not possess or apply adequate skills to perform at an acceptable level. <u>Needs to Improve</u> – Requires greater knowledge and information to perform the job. Irregularly applies some of the necessary skills.

<u>Satisfactory</u> – Possesses and applies adequate knowledge and skill to perform the job. <u>Outstanding</u> – Possesses and applies high level of knowledge and skill to perform the job. job. **SAFETY** – Extent to which employee is knowledgeable of and practices proper rules of safety to protect self and others.

<u>Unsatisfactory</u> – Regularly ignores safety rules. <u>Needs to Improve</u> – Exhibits reluctance in accepting safety procedures and practices. <u>Satisfactory</u> – Accepts and practices safety in the workplace. <u>Outstanding</u> – Exhibits a high degree of conscientiousness for safety in the workplace.

ABILITY TO WORK WITH OTHERS – Extent to which employee willingly cooperates with District employees and the public. Employee adapts with a minimum of difficulty to changing circumstances.

<u>Unsatisfactory</u> – Regularly creates problems with people. <u>Needs to Improve</u> – Has difficulty in dealing with people. <u>Satisfactory</u> – Gets along well with others. <u>Outstanding</u> – Does a commendable job of working with others.

ACCOUNTABILITY - Extent to which employee accepts responsibility for his/her actions.

<u>Unsatisfactory</u> – Responsibility is consistently avoided. <u>Needs to Improve</u> – Sometimes avoids responsibility. <u>Satisfactory</u> – Accepts responsibility for his/her actions. <u>Outstanding</u> – Readily accepts responsibility for his/her actions.

ATTENDANCE/PUNCTUALITY – Extent to which employee is absent from the job without approval. Employee is prompt during scheduled work periods.

<u>Unsatisfactory</u> – Attendance and/or punctuality is undependable. <u>Needs to Improve</u> – Has difficulty in reporting to work and returning from breaks on time.

<u>Satisfactory</u> – Usually punctual in reporting for work and returning from breaks on time. <u>Outstanding</u> – Makes a point of always trying to be on time for work and returning from breaks on time.

SUPERVISORY ABILITY – Extent to which employee is competent in decision-making, communicating, motivating and directing subordinates.

<u>Unsatisfactory</u> – Staff is disorganized and works without direction.

<u>Needs to Improve</u> – Doesn't use available resources. Staff frequently questions his/her actions.

<u>Satisfactory</u> – Sets and enforces job standards. Keeps staff informed of policies, procedures, rules, and regulations.

<u>Outstanding</u> – Achieves willingness and cooperation from staff to accomplish work.

APPENDIX D

MISCELLANOUS ATTACHMENTS

PERRIS UNION HIGH SCHOOL DISTRICT

Human Resources Department



Voluntary Transfer Interest Form

Name
Current Classification/Site
Current Shift/Hrs. Per Day
I am interested in transferring to a new position.
I am most interested in the following shift (check all that apply): Full-Time Shift (day) Full-Time Shift (evening) Part-Time Shift (morning) Part-Time Shift (mid-day) Part-Time Shift (afternoon) Part-Time Shift (evening)
I am most interested in the following site (check all that apply): Heritage High School Paloma Valley High School Perris High School Perris Lake Continuation High School Pinacate Middle School District Administration Center Student Services Center Pathways for Adult Life Skills Scholar+ Online Academy
Maintenance & Operations Yard
Provide a list of all professional development, training, and workshops you have participated in, along with

all continuing education classes you have taken.

Please list the skills and abilities you possess that make you the best candidate for this transfer opportunity

Sign/Date

APPENDIX E

SCRIBE'S WAIVER

In case of any inadvertent omission or commission by the scribe of this contract, the original signed agreement shall prevail.