



# **COLLECTIVE BARGAINING AGREEMENT**

— JULY 1, 2023 TO JUNE 30, 2026 —

**BETWEEN  
CALIFORNIA  
MILITARY INSTITUTE  
AND  
CSEA CHAPTER # 778**



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1 PREAMBLE

2 THIS AGREEMENT is made and entered into this 20th day of May 2024, by and between  
3 California Military Institute, hereinafter referred to as the “Charter,” and the California School  
4 Employees Association and its California Military Institute Chapter #778, hereinafter referred to as  
5 “CSEA” or “Association.”

6 ARTICLE 1

7 RECOGNITION

8 1.1 Acknowledgment.

9 The Charter hereby acknowledges that the California School Employees Association and it’s  
10 California Military Institute Chapter 778 (“CSEA” or “Association”) as the exclusive representative  
11 for the following bargaining unit: all classified campus safety, clerical services, community services,  
12 custodial services, and instructional support services employees. The classifications of those  
13 employees currently are set forth in Appendix A. All newly created positions, except those that  
14 lawfully are certificated, management, confidential, supervisory, or otherwise lawfully excluded  
15 from the unit, shall be assigned to the bargaining unit. All management employees, supervisory  
16 employees, confidential employees, substitute employees, certificated employees, military  
17 employees and consultants, students employed part-time, or part-time students employed part-time,  
18 apprentice positions, professional experts on temporary basis, and employees of the Perris Union  
19 High School District are also excluded.

20 1.2 Scope of Representation.

21 Nothing herein may be construed to limit the right of the Charter or CSEA to consult on any  
22 matter outside the scope of representation. To the extent that any agreement arrived through  
23 consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement,  
24 the provisions shall be binding on all parties.



1 ARTICLE 2

2 CHARTER RIGHTS

3 2.1 Except as limited by the provisions of this Agreement, the Charter retains its powers and  
4 authority to direct, manage and control to the extent permitted by law, including determining its  
5 organization; directing the work of its employees; determining the times and hours of operation;  
6 determining the kinds, levels and methods of services to be provided; establishing its educational  
7 policies, goals and objectives; insuring the rights and educational opportunities of students; determining  
8 staffing patterns and number and kinds of personnel required; maintaining the efficiency of Charter  
9 operations; determining the curriculum; building, moving and modifying facilities; establishing budget  
10 procedures and determining budgetary allocation; determining the methods of raising revenue;  
11 contracting out work that is not customarily and routinely performed by unit members; hiring,  
12 classifying, assigning, transferring, evaluating, promoting, demoting, terminating and disciplining unit  
13 members; and taking action on any matter, including suspending any articles or portions of articles  
14 contained in this Agreement in cases of emergency caused by an Act of God, interference by a third  
15 party beyond the control of the Charter or work action or withholding of services. In the event of the  
16 suspension of any such articles or portions of articles, the Charter agrees to meet and negotiate with  
17 regard to such articles or portions of articles, or successor clauses, immediately upon demand by CSEA.  
18 Emergencies shall not be declared capriciously or arbitrarily.

19 ARTICLE 3

20 ASSOCIATION AND ORGANIZATIONAL SECURITY

21 3.1 Membership Payroll Deduction.

22 Any unit member who is a member of the Association, or who has applied for membership, must  
23 sign and deliver to the Association an application authorizing deduction of unified membership dues and  
24 assessments of the Association from the unit members pay. Pursuant to such authorization, the Charter

1 shall deduct dues from the regular salary pay warrant of the unit member each month in accordance with  
2 the dues structure of the Association. Such deduction shall be made only upon notification from the  
3 Association to the designated representative of the Charter. The Association shall provide written  
4 notification to the Charter of any unit member who is a member of CSEA and its Chapter 778, or who  
5 has applied for membership, and who has authorized deduction of unified membership dues, initiation  
6 fees and general assessments in the Association.

7       3.2     Implementation.

8       The Charter shall implement for any employee an Association monthly dues deduction as soon  
9 as reasonably possible but in no event more than two payroll cycles after such submission.

10      3.3     Notice of Local Chapter Dues.

11      The Association shall by June 30 of each year notify in writing the Charter and all its members  
12 as to the dues amount and the months in which deduction for membership in the Association.

13      3.4     Assessments.

14      If the Association wishes to implement an assessment, it shall notify the Charter at least twenty  
15 (20) days prior to the issuance of the affected payroll warrant(s) of the amount of the assessment.

16      3.5     The Association agrees to furnish any information needed by the Charter to fulfill the  
17 provisions of this Article.

18      3.6     The Charter agrees to remit the membership dues deductions to the Association each  
19 month and to provide an alphabetical list of all unit members for whom deductions have been made. The  
20 Charter shall not be liable to the employee or the Association, or have any responsibility for these funds  
21 beyond transmittal in accordance with the Agreement.

22      3.7     Hold Harmless.

23      The Association shall indemnify, defend and hold harmless the Charter, the Charter's Board,  
24 including each individual Charter Board Member, the Perris Union High School District, and employees

1 of the Charter or Perris Union High School District acting within the scope of their employment, agents  
2 and representatives of the Charter against any and all claims, demands, suits or other forms of liability,  
3 including, but not limited to, damages, judgments, fees, fines, court costs, attorney fees, penalties or  
4 awards resulting from any court, or PERB order, judgment or settlement which results from an action  
5 against the Charter by reason of, or resulting from, the operation of this Article, except in cases where  
6 the Association seeks redress for the Charter's failure to comply with the operation of this Article. The  
7 Association shall bear all reasonable costs of defending against any and all such claims, demands, suits,  
8 or other forms of liability, including, but not limited to, court costs, attorney fees and all other costs of  
9 litigation.

10       3.8     Association's Responsibility.

11       Upon commencement of such legal action, the Association shall have the exclusive right to  
12 decide and determine whether any claim, liability, suit or judgment made or brought against the Charter  
13 or Association because of such action shall or shall not be compromised, resisted, defended, tried, or  
14 appealed. The Association's decision thereon shall be final and binding upon all Parties protected by this  
15 Article.

16       3.9     Charter's Responsibility

- 17       a.    Within ten (10) days of proper service of a claim, demand, suit or other legal action  
18            against any protected Party, the Charter shall inform the Association and provide the  
19            Association with copies of any documents received as a result of the legal action.  
20            Upon request, the Charter shall provide the Association's legal counsel with  
21            documents and information reasonably related to providing a defense.
- 22       b.    Upon appropriate written authorization from the employee, the Charter shall deduct  
23            from the salary of any employee and make appropriate remittance for annuities, credit

1 union, savings, Charter-approved charitable donations, and insurance programs, or  
2 any plan mutually agreed to by the Charter and the Association.

3 3.10 Association Membership.

4 3.10.1 The Charter shall notify the Association of all new hires (legal name, date of hire,  
5 classification, and site) and their effective start date within ten (10) days of the employee's hire date.

6 3.10.2 The Charter shall provide all classified new hires with the Association's  
7 membership application as part of the hiring process. The Association shall provide the copies of the  
8 membership applications to the Charter for Distribution.

9 3.10.3 The Charter shall provide new employee names (first, middle initial, last, suffix);  
10 job title; department; primary work location, work telephone number with extension, home and personal  
11 cell phone number; personal email address on file with the Charter; home address; Date of Birth;  
12 CALPERS status; hire date; and last four numbers of the social security number to the Association by  
13 the first pay period of the month following the effective start date of the employee, even if the employee  
14 previously worked for the Charter. This information shall be provided electronically to the Association.

15 3.10.4 This same information for all classified employees who are represented by the  
16 Association shall be provided to the Association the last working day of every September, January, and  
17 May.

18 3.10.5 The Charter shall provide a draft of New Employee Orientation dates for the year  
19 to CSEA at the beginning of each new school year. The Charter shall make a reasonable effort to  
20 provide 10-days advance notice of any changes to the schedule.

21 3.10.6 The Charter shall provide the Association with access to all new classified  
22 employees at the conclusion of the Charter's New Employee Orientation. The Charter shall ensure that  
23 thirty (30) minutes are reserved following the conclusion of the New Employee Orientation for the

1 Association to meet with new employees to conduct an orientation session regarding membership in the  
2 California School Employees Association.

3           3.10.7 One (1) representative of the Association designated by the president shall be  
4 released for one (1) hour for each scheduled New Employee Orientation to conduct the orientation  
5 session. This release time shall not be counted against the total release time contained elsewhere in the  
6 Classified Collective Bargaining Agreement. The CSEA Labor Relations Representative may also attend  
7 the orientation session.

8           3.10.8. Any alleged violation, misinterpretation, or misapplication of the terms of this  
9 Agreement shall be subject to the grievance and arbitration provision of Article 21, except as follows:

- 10           a. The definition of a grievant: only CSEA and its Chapter #778 can be the  
11 grievant, not an employee.
- 12           b. The timelines: Any alleged violation, misinterpretation, or misapplication of  
13 the terms of this agreement shall be resolved through interest arbitration  
14 within thirty (30) calendar days of the grievance filing or such other period as  
15 it mutually-agreed upon, in which event the parties shall mutually select an  
16 arbitrator available during this time period.

17           3.10.9 The Association agrees to furnish any information needed by the Charter to fulfill  
18 the provisions of this Article.

19           3.10.10The Charter shall refer all requests for changes in membership status to the  
20 Chapter President or the Association's Labor Relations Representative.

21           3.11 Notification of Membership.

22           The Charter shall accept the certification provided by the Association on dues deductions for  
23 bargaining unit members; If the Association states it has authorization for the Charter to begin

1 deductions, it is not required to provide the Charter a copy of the authorization unless a dispute is risen  
2 by the employee questioning the existence or terms of the authorization.

### 3 ARTICLE 4

#### 4 UNIT MEMBER RIGHTS

##### 5 4.1 Unit Member Records.

6 4.1.1 The personnel file of each unit member shall be maintained at the Charter's  
7 central administration office.

8 4.1.2 Unit members shall be provided with copies of any derogatory written material  
9 ten (10) workdays before it is placed in the unit member's personnel file. The unit member shall be  
10 given an opportunity during normal working hours and without loss of pay to initial and date the  
11 material and to prepare a written response to such material. The written response shall be attached to the  
12 material. All material placed in a unit member's file shall be dated and signed by the person who caused  
13 the material to be prepared.

14 4.1.3 The unit member's personnel file shall be available for examination by the unit  
15 member or their CSEA representative if authorized by the unit member.

##### 16 4.2 Distribution of Job Information.

17 Upon initial employment and each change in classification, each affected unit member in the  
18 bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and  
19 hourly rates, and the applicable hours of the assignment. The Charter shall be responsible for informing  
20 new unit members as to the rights, benefits and obligations of their employment, specifically including  
21 applicable health and welfare benefits.

##### 22 4.3 Probationary Period.

23 The probationary period for new or promoted unit members shall not exceed six (6) months  
24 except as set forth below. The six (6) month probationary period is equal to one hundred thirty (130)

1 days in paid status, including holidays, sick leave and vacation (so long as they do not extend beyond  
2 five (5) consecutive work days), irrespective of the number of hours worked per day. Summer school  
3 assignments do not count towards meeting the required 130 days in paid status for purposes of  
4 completing the probationary period.

5 ARTICLE 5

6 ORGANIZATIONAL RIGHTS

7 5.1 CSEA Rights.

8 CSEA shall have the following rights in addition to the rights contained in any other portions of  
9 this Agreement:

10 5.1.1 CSEA may use equipment, subject to reasonable regulation by the Charter.

11 5.1.2 CSEA may make reasonable use of school mailboxes and bulletin board spaces  
12 for official CSEA business. CSEA will not post or distribute information which is derogatory or  
13 defamatory of the Charter or its personnel, subject to its immediate removal by the Charter, after  
14 consultation with the CSEA president or designee.

15 5.1.3 CSEA business and activities may be conducted in working areas at reasonable  
16 times, provided such business or activity does not interfere with the school programs and/or duties of  
17 unit members and will not interfere with the right of unit members to refrain from listening or speaking  
18 with a CSEA representative. Where school space is requested, CSEA shall obtain advance permission  
19 from the Principal/Commandant or designee regarding the time, place and type of activity or business to  
20 be conducted. A reasonable and customary fee may be assessed for expenses incurred by the Charter  
21 related to utilities, security, cleanup and any unusual wear or damage as a result of use of the school  
22 facility by CSEA. Routine CSEA meetings may be held at the Charter facility without charge.

1           5.1.4 The right to review unit members' personnel files and any other records dealing  
2 with unit members when accompanied by the unit member or on presentation of a written authorization  
3 signed by the unit member.

4           5.1.5 The right to be supplied with a complete and accurate "hire date" seniority roster  
5 of all bargaining unit members every year in July. The roster shall indicate the unit member's present  
6 classification and primary job site.

7           5.1.6 The right to review at all reasonable times any other public documents in the  
8 possession of or produced by the Charter necessary for CSEA to fulfill its role as the exclusive  
9 bargaining representative.

10          5.1.7 The right to conduct one (1) two-hour orientation session on this Agreement for  
11 bargaining unit members during regular working hours within thirty (30) calendar days after the  
12 execution of this Agreement.

13          5.2     Distribution of Contract.

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

20          5.3     CSEA Informational Packets.

21          Provided the Association keeps the Charter supplied with the packets, the Charter shall provide  
22 each new unit member with an informational packet prepared by the Association. The Charter shall  
23 notify the Chapter President when additional packets are needed. This packet shall include a copy of  
24 this Agreement.





1           6.3.2 If an adequate level of service cannot be maintained in the absence of a Union  
2 Steward and/or the grievant at the time of the notification mentioned in Section 6.3.1, the Union Steward  
3 and/or grievant shall be permitted to leave their normal work area no later than two (2) hours after the  
4 Union Steward provides notification.

5           6.3.3 In addition to the CSEA Chapter Release Time, the Chapter may utilize following  
6 release time, which shall not count against the CSEA Chapter Release Time:

- 7           a. Two (2) representatives designated by the Chapter to attend monthly  
8           problem-solving meetings;
- 9           b. Release time for the CSEA negotiations team to participate in  
10           negotiations;
- 11           c. One (1) representative designated by the Chapter, along with the  
12           grievant(s) to participate in grievance proceedings/mediation/arbitration  
13           meetings;
- 14           d. One (1) Union Steward to accompany a CAL-OSHA representative  
15           conducting an on-site walk-around safety inspection of any area for which  
16           the Union Steward has responsibilities as a Union Steward, upon the  
17           request of the CAL-OSHA representative and subject to the approval of  
18           the unit member's supervisor, which approval will not be arbitrarily  
19           withheld.

20           6.4    CSEA Annual Conference.

21           The right to have a maximum of three (3) unit members up to one week of paid release time to  
22 serve as CSEA Chapter delegates to attend the CSEA annual conference. Only unit member(s) in paid  
23 status (e.g., those in summer school, extended year or whose work year coincides with the conference)  
24 will qualify for this paid release time.

1 ARTICLE 7

2 EVALUATION

3 7.1 Evaluation Schedule.

4 All employees shall be evaluated by their immediate supervisor or designee in accordance with  
5 the following schedule:

6 7.1.1 Probationary Employees: Probationary employees will be evaluated prior to the  
7 end of the second, fourth and sixth month of service.

8 7.1.2 Permanent Unit Members: Permanent unit members will be evaluated annually.  
9 Evaluations will be completed during the period of March 1 to June 30. If the employee's work year  
10 ends prior to June 30, the evaluation shall be completed before the last day of their work year.

11 7.2 Procedures

12 Performance evaluations shall be made on prescribed forms, which shall be completed by the  
13 evaluator. (See Appendix C.)

14 7.2.1 The unit member shall be informed of their evaluator at the beginning of each  
15 school year. All newly hired unit members shall be informed of their evaluator within the first four  
16 weeks of employment. In the event there is a need to change the evaluator, the unit member shall be  
17 informed in writing.

18 7.2.2 The evaluator shall present and discuss the performance evaluation, in person, to  
19 the unit member and shall discuss it with them.

20 7.2.3 Any "Needs to Improve" or "Unsatisfactory" ratings shall include specific  
21 recommendations or suggestions for improvement and, where appropriate, provisions for assisting the  
22 unit member in implementing any recommendations made.

23 7.3 If the Charter should fail to provide an evaluation, such failure shall not be subject to the  
24 grievance procedure (for regular or probationary unit members).

1 ARTICLE 8

2 CONTRACTING BARGAINING UNIT WORK AND USE OF

3 SHORT-TERM AND SUBSTITUTE EMPLOYEES

4 8.1 Restriction on Contracting Out.

5 During the life of this Agreement, the Charter will not contract out work which has been  
6 customarily and routinely performed by unit members.

7 8.2 Bargaining Unit Work.

8 No supervisory or management employee may perform any work within the job description of a  
9 unit member, which will result in the displacement, reduction of regular hours, extra duty assignments,  
10 wages, or reassignment of any unit member.

11 8.3 Short-Term Employees.

12 The term “short term employee,” as used in this Agreement, shall mean any person who is  
13 employed to perform a service for the Charter, upon the completion of which, the service or similar  
14 services will not be extended or needed on a continuing basis.

15 8.4 Substitute Employees.

16 Substitute employees shall be used only to replace unit members who are absent from work or to  
17 fill positions for a reasonable period of time after a bargaining unit position has been vacated and a  
18 regular replacement has not been recruited. A reasonable period of time is defined to be no longer than  
19 sixty (60) working days, unless a longer period of time has been agreed to by CSEA.

20 ARTICLE 9

21 HOURS AND OVERTIME

22 9.1 Workday and Workweek.

23 The workday and workweek of regular full-time employment shall be eight (8) hours per day and  
24 forty (40) hours per week. The Charter workweek starts on Monday at 12:00 a.m. and ends Sunday at

1 11:59 p.m. Notwithstanding the foregoing, the regular workweek for all unit members shall be from  
2 Monday through Friday. The Charter may employ persons in bargaining unit positions who work less  
3 than eight (8) hours per day and/or forty (40) hours per week; such positions shall be deemed part-time  
4 positions. The regular work year for unit members shall be as set forth in Appendix A.

5 9.1.1 Workday. The length of the workday shall be designated by the Charter  
6 for each classified assignment in accordance with the provisions set forth in this Agreement. Each unit  
7 member shall be assigned a fixed, regular and ascertainable minimum number of hours and work shift.

8 9.2 Authorization of Extra Duty.

9 Authorization of extra duty must be given to unit members in advance. Any disputes as to whether or  
10 not extra duty was authorized shall be subject to the grievance procedure of this Agreement.

11 9.3 Assigning of Extra Duty.

12 The Charter shall distribute and rotate assignments among the unit members within the same job  
13 classifications on a seniority basis. In the event there are no unit members within the job classification  
14 available to accept the extra duty assignment, the Charter may authorize unit members from other job  
15 classifications.

16 9.4 Right of Refusal of Extra Duty.

17 A unit member may refuse offers of extra duty, except that when the needs of the Charter  
18 warrant, the supervisor may, under reasonable circumstances, direct the unit member(s) to work extra  
19 duty. In all cases, supervisors shall make reasonable attempts to identify unit members desiring extra  
20 duty before ordering extra duty when the unit member indicates a desire to refuse overtime. In the event  
21 the extra duty results in overtime as defined in Section 9.5. The unit member shall be compensated  
22 pursuant to Section 9.6.

1           9.5     Overtime Defined.

2           Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) day or in  
3 excess of forty (40) hours in one (1) week; or any time worked on the 6th or 7th day following  
4 commencement of the regular workweek of five (5) consecutive days for unit members regularly  
5 scheduled for twenty (20) hours or more per week. For unit members regularly scheduled for less than  
6 twenty (20) hours in one (1) week, work on the 7th day shall be considered overtime. For the purposes  
7 of determining what constitutes time worked beyond the regular workweek, any day in paid status  
8 during the regular workweek shall be deemed to constitute a workday.

9           9.6     Compensation for Overtime.

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

14                 9.6.1   The employee's regular rate of pay will be double time for all hours worked in  
15 excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh  
16 consecutive day of work in a workweek.

17          9.7     Compensatory Time Off.

18                 9.7.1   A unit member shall have the option to elect to take compensatory time off in lieu  
19 of cash compensation for overtime work, unless the overtime is related to use of facilities by a  
20 non-Charter entity or individual, in which case the unit member must take cash compensation and is not  
21 entitled to compensatory time off. Such election shall be submitted in writing to the immediate  
22 supervisor within five (5) working days following the day the overtime was worked. Compensatory  
23 time off shall be granted at the appropriate rate of overtime in accordance with Section 9.6 of this  
24 Article.

1           9.7.2 Compensatory time shall be taken at a time acceptable to the Charter within  
2 twelve (12) months in which it was earned. If the compensatory time has not been taken as set forth  
3 above, the Charter shall pay the unit member in cash for all such time.

4           9.8    Shift Differential.

5           Effective July, 1, 2024, unit members who have a regularly assigned shift that ends after 8:00  
6 p.m. shall receive a shift differential of 2.5% of their current salary.

7           9.9.   Call-In Time.

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

14          9.10   Lunch Periods.

15          Pursuant to Labor Code 512, unit members shall be entitled to an unpaid, uninterrupted lunch  
16 period after the unit member has been in paid status longer than five (5) hours. The length of time for  
17 such lunch periods shall be for a period of not more than one (1) hour but not less than one-half (1/2)  
18 hour and shall be scheduled for seven (7) hour and eight (8) hour unit members at or about the midpoint  
19 of the workday. Any unit member ordered and authorized to work during their lunch period shall be  
20 compensated for such work at the overtime rate. The lunch period may be waived, on the approved  
21 form, by mutual consent of both the Charter and unit member for unit members who work no more than  
22 six (6) hours per day.

1           9.11   Rest Periods.

2           Rest periods for unit members shall be paid, uninterrupted breaks, and will be scheduled at or  
3 about the midpoint of each work period as follows:

4           a.       Seven (7) hour and over unit members: two (2) 15-minute breaks;

5           b.       Over five (5) but less than seven (7) hour unit members: one (1) 15-minute break  
6 and one (1) 10-minute break;

7           c.       More than three (3) but not more than five (5) hour unit members: one (1)  
8 15-minute break.

9           d.       One (1) 15-minute break will be given for each three and one-half (3-1/2) hours of  
10 overtime worked.

11          e.       Rest Periods may not be combined together, combined with Lunch Periods, or  
12 taken within the last 30 minutes of a work shift.

13          9.12   Adjustment of Assigned Time.

14          Any unit member who works an average of thirty (30) minutes or more per day in excess of their  
15 regular part-time assignment for a period of twenty (20) consecutive working days or more shall have  
16 their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

17 The foregoing provisions shall not apply where the Charter does not reasonably foresee the need for  
18 continuing the extra time beyond a period of ninety (90) calendar days and so notifies the affected unit  
19 member(s) during the initial twenty (20) consecutive working-day period, except that under any  
20 circumstances where a unit member's average paid time, excluding paid overtime, exceeds their average  
21 regular assigned time by thirty (30) minutes or more per working day in any quarter, such unit member  
22 shall have their regular part-time assignment adjusted upward to reflect the longer hours effective with  
23 the next pay period.





1 percentage salary increases contained in this Agreement, the Charter shall adjust  
2 the percentage salary increases contained in this Agreement so that they are equal  
3 to the percentage salary increase granted to unit members in the other employee  
4 groups.

5 10.2.2 For the purpose of this Article, the term “employee groups” refers to both a  
6 bargaining unit where a single employee organization has been granted exclusive  
7 representation rights pursuant to the Educational Employment Relations Act and  
8 Charter management employees

9 10.2.3 For the purposes of this Article, the term “salary increase” refers only to base  
10 salary or wages and does not include health and welfare benefits, retirement  
11 benefits, bonuses, vacations, holidays, sick leave or other fringe benefits.

12 10.3 Paychecks.

13 All regular paychecks of unit members shall be itemized to the maximum extent practicable  
14 pursuant to the payroll procedures of the Riverside County Office of Education, including accrued sick  
15 leave and vacation entitlements.

16 10.4 Payroll Errors.

17 Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a  
18 supplemental check issued, not later than four (4) working days after the unit member provides notice to  
19 the payroll department.

20 10.5 Excess Payments.

21 In the event a payroll error results in an excess payment to a unit member, the Charter shall work  
22 with the unit member to develop a repayment plan.

1           10.6   Lost Checks.

2           Any paycheck for a unit member which is lost after receipt or which is not delivered within five  
3 (5) days of mailing if mailed, shall be replaced not later than three (3) working days following the unit  
4 member's request to the Perris Union High School District's payroll department for replacement of the  
5 paycheck.

6           10.7   Promotion.

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

11          10.8   Anniversary Date.

12          For the purpose of determining the date upon which unit members shall be granted salary  
13 schedule step advancement, regardless of subsequent promotion and/or reclassification, the following  
14 procedures shall apply:

15                 10.8.1         Unit members hired on or before the 14th day of the month shall have the  
16                                     first day of that month as an Anniversary Base Date; unit members hired  
17                                     on or after the 15th day of the month shall have the 1st day of the  
18                                     immediately succeeding month as an Anniversary Base Date.

19          10.9   Training Time.

20          If the Charter requires a unit member to attend training sessions or otherwise engage in training  
21 of any kind in order to continue their employment in a position they shall receive compensation as  
22 follows:

1           10.9.1 When the training occurs during the unit member’s regularly assigned working  
2 hours, the unit member shall be paid at their regular rate of pay and shall receive all benefits to which  
3 he/she is entitled.

4           10.9.2 When the regularly assigned hours and the hours of training combined total in  
5 excess of eight (8) hours on a regularly assigned workday, or when the training occurs at any time other  
6 than the regularly assigned workweek and would otherwise qualify for overtime pay, the unit member  
7 shall be paid at the overtime rate appropriate for the day and/or time at which the training occurs. The  
8 overtime rate shall be based on the unit member’s regular rate of pay.

9           10.9.3 All costs incurred under a mandated training program for employee  
10 transportation, registration fees, and supplies shall be paid for by the Charter.

11           10.10 Longevity Pay.

12           At the beginning of ten (10) years of regular, continuous service, the regular rate of pay shall be  
13 increased by two and one-half percent (2.5%). At the beginning of fifteen (15) years of regular,  
14 continuous service, the regular rate of pay shall be increased by an additional two and one-half percent  
15 (2.5%) over the increment first above mentioned. At the beginning of twenty (20) years of regular,  
16 continuous service, the regular rate of pay shall be increased by an additional two and one-half percent  
17 (2.5%) over the two increments above mentioned. (Longevity shall also be paid during recess period  
18 assignments.) At the beginning of twenty-five (25) years of regular, continuous service, the regular rate  
19 of pay shall be increased by an additional two and one-half percent (2.5%) over the three (3) increments  
20 above mentioned. At the beginning of thirty (30) years of regular continuous service, the regular rate of  
21 pay shall be increased by an additional two and one-half percent (2.5%) over the four (4) increments  
22 above mentioned.



1 Except for those unit members with duplicate medical coverage, all unit members who  
2 work at least eight (8) hours per day and forty (40) hours per week shall be required to take a medical  
3 plan. Eligible unit members who work less than eight (8) hours may choose to select a medical plan.

4 11.3.3 Dental and Vision.

5 All unit members who work at least eight (8) hours per day and forty (40) hours per week  
6 shall be required to take a dental and vision plan. Eligible unit members who work less than eight (8)  
7 hours may choose to select a dental and vision plan.

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

16 11.3.5 Unit members ineligible for health insurance benefit contribution by the Charter  
17 may purchase medical, dental or vision plans, in accordance with current REEP bylaws, the costs of  
18 which shall be paid via automatic payroll deduction.

19 11.4 Health and Welfare Benefit Plans and Contribution Rates.

20 Health and Welfare benefits plans, options, and Charter contribution rates shall be included in  
21 Appendix D. It is recognized that there may be additional health insurance costs to be paid by unit  
22 members, depending upon the type of insurance that is selected during the open enrollment period. Any  
23 additional premium costs above the Charter contribution shall be paid by the unit member through  
24 automatic payroll deductions spread out over an eleven (11) month period.



1 customarily worn or carried by the unit member while on duty, such as eyeglasses, hearing aids,  
2 watches, dentures, articles of clothing, and cell phone if required and directed by the Charter as part of  
3 their normal duties. The actual replacement value of the item shall be used in determining the amount of  
4 the claim.

5           12.1.3 Notwithstanding the foregoing, the Charter shall not be required to make any  
6 reimbursement where the loss or damage was primarily due to the negligence of the unit member.

7           12.1.4 All claims under this Section 12.2 shall be made on forms prescribed by the  
8 Charter and shall be forwarded to the Perris Union High School District's Business Office for review.

9           12.2 Physical/Mental Examination.

10          The Charter agrees to pay the full cost, or any cost beyond the limits of the unit member's  
11 insurance, of any pre-employment medical examination or any medical examination required as a  
12 condition of continued employment.

13          12.3 Insurance Costs.

14          For the purposes of this Agreement, a cost "beyond the limits of the unit member's insurance"  
15 includes all costs not covered by said insurance, including "deductibles," if any.

16          12.4 Safety Equipment.

17          The Charter shall require unit members to use safety equipment reasonably necessary to insure  
18 the safety of the unit member or others. The Charter agrees to furnish such equipment or gear, or to  
19 reimburse the unit member for the full cost of procuring such equipment or gear.

20          12.5 Uniforms.

21          Uniforms are determined to be within the meaning of this Article and are defined as follows:  
22 "Uniforms are any wearing apparel of a particular color, design, pattern, or style required to be worn or  
23 used by the Charter in the course of employment." Upon the assignment to any position requiring the  
24 utilization of a uniform, the Charter agrees to bear the cost of providing such, and will maintain them. If



1 a unit member is given the option of wash and wear apparel (i.e., they do not require special laundering  
2 such as polo shirts or blue jeans), and chooses such, the unit member will be required to launder and  
3 maintain them.

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

- 6 a) Campus Safety Officer
- 7 b) Custodian

8 ARTICLE 13

9 SAFETY

10 13.1 Safety Committee.

11 A Perris Union High School District safety committee shall meet periodically to review health,  
12 safety, sanitation, and working conditions. The committee shall include at least one representative from  
13 the Charter designated by the Association. The committee shall make recommendations to the Charter  
14 concerning improvements in health, safety, sanitation, and working conditions.

15 13.2 Release Time.

16 The designated unit members of the committee shall be allowed reasonable release time to carry  
17 out their obligations under Section 13.1.

18 13.3 No Discrimination.

19 No unit member shall be in any way discriminated against as a result of reporting any condition  
20 reasonably believed to be a violation of applicable law.

21 13.4 Reprisals.

22 No reprisals shall be taken against any unit member as a result of the unit member's submission  
23 of a written report concerning any condition reasonably believed to be unsafe.



- 1           ● Admission Day (as set by the Charter)
- 2           ● Veteran’s Day
- 3           ● Thanksgiving Day — the Thursday proclaimed by the President and following
- 4           Friday
- 5           ● Christmas Eve
- 6           ● Christmas Day
- 7           ● New Year’s Eve

8           14.2 Additional Holidays.

9           Every day appointed by the President or Governor of this state as a public fast, thanksgiving, or  
10 holiday, or any day declared a holiday by the Charter Board, shall also be a holiday, provided that it is  
11 clearly the intent of the President, Governor or Charter Board to give unit members a paid day off.

12           14.3 Holiday Eligibility.

13           Except as otherwise provided in this Article, a unit member must be in paid status on the  
14 working day immediately preceding or succeeding the holiday to be paid for the 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           14.4 Weekend Holidays.

20           When a holiday listed in Section 14.1 falls on a Sunday, the following Monday shall be deemed  
21 to be the holiday in lieu of the day observed. When a holiday listed in Section 14.1 falls on a Saturday,  
22 the preceding Friday shall be deemed to be the holiday in lieu of the day observed.



11-15	1.50	18
16-19	1.67	20
20+	1.83	22

1           15.3.1 All unit members shall be allowed to carry over up to ten (10) days of their  
2 vacation time in each of the two (2) years prior to their retirement so that unit members can collect  
3 accumulated vacation time and their regular vacation time when retiring. Unit members wishing to  
4 utilize this subsection shall provide the Charter written notice including proof of eligibility.

5           15.4 Vacation Pay.

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

8           15.5 Vacation Pay Upon Separation.

9           When a unit member separates from the Charter for any reason, including termination, he/she  
10 shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the  
11 separation. Vacation time advanced to a unit member as provided in Article 15.2 shall be reduced to  
12 actual time earned and accumulated when a unit member separates from the Charter prior to the end of  
13 the fiscal year (June 30).

14          15.6 Vacation Postponement.

15           15.6.1 If a unit member's vacation becomes due during a period when he/she is on leave  
16 due to illness or injury, he/she may request that their vacation date be changed, and the Charter shall  
17 grant such request in accordance with vacation dates available at that time. The unit member may elect  
18 to have their vacation rescheduled in accordance with the vacation schedule available at that time, or  
19 may request to carry over their vacation to the following year, or he/she may request compensation for  
20 all vacation earned and accumulated during the fiscal year, in which event the Charter may direct either  
21 that the unit member take the vacation or be paid for it.

1           15.6.2 If for any reason a unit member is not permitted to take all or any part of their  
2 available vacation time before the conclusion of the fiscal year immediately following the fiscal year in  
3 which it is earned, the amount not then taken shall be paid.

4           15.7 Holidays.

5           When a holiday falls during the scheduled vacation of any unit member, such unit member shall  
6 receive holiday pay in lieu of vacation pay for each holiday falling within that period in accordance with  
7 Article 14.

8           15.8 Vacation Scheduling.

9           Except under extenuating circumstances, unit members shall submit their vacation requests as  
10 soon as possible, but no later than ten (10) working days in advance of the desired vacation. The unit  
11 member's supervisor shall respond in writing to the request within three (3) working days. If the request  
12 is denied, the response shall set forth the reasons for the denial and the unit member shall request to  
13 schedule vacation at an alternate time. Vacations shall be scheduled at times requested by unit members  
14 so far as possible within the Charter's work requirements. Subject to such requirements, if there is any  
15 conflict between unit members who are working on the same or similar operations as to when vacations  
16 shall be taken, the unit member with the greatest bargaining unit seniority shall be given their  
17 preference. If the unit member neglects to schedule their available vacation time within the fiscal year it  
18 is earned or the fiscal year immediately following the fiscal year in which it is earned, the unit member's  
19 supervisor may schedule vacation time for the unit member.

20           15.9 Interruption of Vacation.

21           A unit member shall be permitted to interrupt or terminate vacation leave in order to begin  
22 another type of paid leave provided by this Agreement without a return to active service, provided the  
23 unit member supplies notice and reasonable supporting information regarding the basis for such  
24 interruption or termination.

1 ARTICLE 16

2 LEAVES

3 16.1 Bereavement.

4 Unit members shall be granted necessary leave, not to exceed three (3) days, or five (5)  
5 days when out-of-state travel or in-state travel North of San Luis Obispo, Kern, or San  
6 Bernardino Counties is required, (e.g. travel to Bakersfield would receive 3 days and travel to  
7 Visalia would receive 5 days), on account of the death of any member of their immediate  
8 family as defined in California Code of Regulations, Title 8, Section 13692. However, if the  
9 death should be any member of the immediate family or domestic partner residing in the unit  
10 member's household, unit member shall be granted five (5) days of bereavement leave. No  
11 deduction shall be made from the salary of such unit member nor shall such leave be deducted  
12 from leave granted by other Sections of this Agreement or provided by the District or law. The  
13 benefits of this Section may be enlarged by the Personal Leave section of this Article. Members  
14 of the "immediate family member" means spouse, domestic partner, cohabitant, child, stepchild,  
15 grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law,  
16 grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law,  
17 sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle) as  
18 used in this Agreement.

19 16.2 Judicial and Jury Duty Leave.

20 16.2.1 A unit member shall be entitled to as many days of paid leave as are necessary for  
21 appearances in any legal proceeding, other than as a litigant, or on jury duty. The  
22 unit member will notify their supervisor of the absence as soon as possible and  
23 keep the supervisor informed of any changes. Verification of the leave may be  
24 required.

1 16.2.2 A unit member shall be entitled to paid leave when subpoenaed as a witness in  
2 any legal proceeding where the unit member is not a party to the proceeding. The  
3 unit member will exert reasonable effort to minimize the amount of time which is  
4 required to be taken under this section. Any order to appear in a legal proceeding  
5 which is brought about by any misconduct or connivance by the unit member  
6 shall prohibit the unit member from the paid leave of absence under this section.  
7 The unit member will contact the person listed on the subpoena to determine time  
8 and date of appearance.

9 16.2.3 Unit members shall assign to the Charter any and all payments (except mileage  
10 allotment) received while on judicial or jury duty leave when the unit member is  
11 excused from regular duties for such leave.

12 16.3 Military Leaves.

13 A unit member shall be entitled to full pay and benefits, as required by law, when on military  
14 leave and shall retain all rights and privileges granted by law arising out of the exercise of military  
15 leave.

16 16.4 Sick Leave.

17 16.4.1 Leave of Absence for Illness or Injury.

18 A unit member employed five (5) days a week by the Charter shall be granted twelve (12)  
19 days leave of absence for illness or injury, exclusive of all days he/she is not required to render service  
20 to the Charter, with full pay for a fiscal year of service. A unit member may utilize sick leave for their  
21 medical appointments.

22 16.4.2 A unit member, employed five (5) days a week, who is employed for less than a  
23 full fiscal year, is entitled to that proportion of twelve (12) days leave of absence



1 for illness or injury as the number of months he/she is employed bears to twelve  
2 (12) months.

3 16.4.3 Unit members shall be required to notify the Charter of an impending absence via  
4 the Charter's absence reporting system. To the extent reasonably possible, a unit  
5 member will notify the Charter of an impending absence at least one (1) hour  
6 prior to the start of that unit member's shift. If a unit member is unable to report  
7 the absence at least one (1) hour prior to the start of the unit member's shift, the  
8 unit member shall contact their immediate supervisor or designee directly. The  
9 Charter may require a unit member to provide a doctor's certification of his or her  
10 illness after the unit member has been absent for five (5) consecutive days or  
11 more. In addition, the Human Resources Department may request a doctor's  
12 certification when administration has a reasonable suspicion of sick leave abuse.  
13 Such rules shall contain a presumption that a unit member will return to work  
14 unless the Charter is otherwise advised.

15 16.4.4 Pay for any day of such absence shall be the same as the pay which would have  
16 been received had the unit member served during the day of illness.

17 16.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under  
18 this Section shall be credited to each unit member. Credit for sick leave need not  
19 be accrued prior to taking such leave and such leave may be taken at any time  
20 during the year. However, a new unit member of the Charter shall not be eligible  
21 to take more than six (6) days until the first day of the calendar month after  
22 completion of six (6) months of active service with the Charter.

1           16.4.6 In accordance with Article 16.11, below, a unit member may use (as set forth in  
2           Section 16.4.1) or the Charter may require that sick leave be used to provide pay  
3           during an otherwise unpaid family and/or pregnancy disability leave.

4           16.4.7 If any unit member does not take the full amount of leave allowed in any year  
5           under this Section, the amount not taken shall be accumulated from year to year.

6           16.4.8 The unit member may convert unused sick leave to retirement credit in  
7           accordance with applicable laws if the unit member is filing a request for  
8           retirement.

9           16.4.9 Extended Illness Leave.

10           Effective July 1, 2024, permanent unit members shall be credited with a total of  
11 one-hundred (100) working days of paid sick leave annually, including the days to which unit members  
12 are entitled pursuant to Articles 16.4.1 through 16.4.8, above. Days of paid sick leave in addition to  
13 those required by Articles 16.4.1 through 16.4.8 shall be compensated at fifty percent (50%) of the unit  
14 member's regular salary. To utilize this leave, a unit member must provide the Charter with a  
15 physician's note identifying the period of absence. The paid sick leave authorized under this Article  
16 16.4.9 shall be exclusive of any other paid leave, holidays, vacation or compensatory time to which the  
17 unit member may be entitled, and shall not accumulate. This leave shall be utilized for an illness or  
18 injury for the unit member and shall not apply to an illness or injury of a family member.

19           16.4.10 Perfect Attendance Bonuses.

20           A unit member may qualify for certain bonuses if the unit member has not  
21 taken any Sick Leave or Personal Leave during the applicable fiscal year (July 1 to June 30). To qualify,  
22 a unit member must be employed with the Charter for the entire work year as defined by their  
23 classification. The bonuses are as follows:

1 a. Beginning with the first to fifth year of service, a unit member who did not  
2 take any Sick Leave or Personal Leave shall receive \$100.00 at  
3 the conclusion of the fiscal year. In the event a unit member missed one (1) day of work during this  
4 period due to a Sick Leave or Personal Leave, such unit member shall receive \$50.00 at the conclusion  
5 of the fiscal year.

6 b. Beginning with the sixth to 14th year of service, a unit member who did  
7 not take any Sick Leave or Personal Leave shall receive \$150.00 at the conclusion of the fiscal year. In  
8 the event a unit member missed one (1) day of work during this period due to a Sick Leave or Personal  
9 Leave, such unit member shall receive \$75.00 at the conclusion of the fiscal year.

10 c. Beginning with the fifteenth (15th) year of service, a unit member who did  
11 not take any Sick Leave or Personal Leave shall receive \$200.00 at the conclusion of the fiscal year. In  
12 the event a unit member missed one (1) day of work during this period due to Sick Leave or Personal  
13 Leave, such unit member shall receive \$100.00 at the conclusion of the fiscal year.

14 16.5 Break in Service.

15 16.5.1 No absence under any paid leave provision of this Article shall be considered as a  
16 break in service for any unit member who is in paid status, and all benefits accruing under the provisions  
17 of this Agreement shall continue to accrue under such absence.

18 16.5.2 No period of unpaid leave of absence or period of time on a reemployment list  
19 shall be considered a break in service for the purposes of retaining seniority under this Agreement.

20 16.5.3 Upon return, all time during which a unit member is in involuntary unpaid status  
21 during personal or industrial accident leave shall be counted for seniority purposes not to exceed  
22 thirty-nine (39) months. During such time, the individual will not accrue vacation, sick leave, holidays  
23 or other benefits.

1           16.5.4 Any permanent unit members of the Charter who voluntarily resign their  
2 permanent classified position may be reinstated or reemployed by the Board within thirty-nine (39)  
3 months of their last day of paid service, without further competitive examination, to a position in their  
4 former classification as a permanent or limited-term unit member, or as a permanent or limited-term unit  
5 member in a related or lower class or a lower class in which the unit member formerly had permanent  
6 status. If the Charter elects to reinstate or reemploy a person as a permanent unit member under the  
7 provisions hereof, it shall disregard the break in service of the unit member and classify the unit member  
8 as, and restore to the unit member all of the rights, benefits and burdens of a permanent unit member in  
9 the class to which he/she is reemployed or reinstated.

10           16.6 Personal Leave

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

- 16           a. death or serious illness of a member of the unit member's immediate family as defined in  
17           Bereavement Leave (16.1), or attending the funeral of a relative;
- 18           b. an accident involving the unit member's person or property, or the person or property of a  
19           unit member's immediate family; or
- 20           c. other matters which are serious in nature, involve circumstances the unit member cannot  
21           reasonably ignore, and require the unit member's attention during normal working hours.

22 Such leave may not be used for the extension of a holiday or a vacation, or for recreational activities, but  
23 may be used to appear in court as a litigant or for paternity leave.

1           16.7    Personal Leave on Behalf of a Unit Member’s Child.

2           Consistent with the requirements set forth above, unit members may take Personal Leave as set  
3 forth in Labor Code section 230.7 to appear in school on behalf of their child who is subject to a  
4 disciplinary matter. Consistent with Labor Code 233, the unit member may also utilize up to five (5)  
5 days of Personal Leave to attend to an ill child, parent or spouse. Unpaid leave may also be available for  
6 these purposes.

7           16.8    Unpaid General Leaves.

8           When no other leaves are available, a unit member may request an unpaid leave of absence for  
9 up to a total of one (1) year. An unpaid general leave must be approved by the Charter in advance.

10          16.8.1 An unpaid general leave may be granted for, among other reasons, the purpose of study or  
11 retraining. Such leave may be granted in increments of appropriate periods as required by the study or  
12 retraining program involved. Such leave cannot be granted to a unit member who has not served at least  
13 three (3) consecutive years preceding the granting of the leave, and no more than a total of one (1) year  
14 of such leave may be granted within any three (3) year period. The Charter may prescribe standards of  
15 service which may entitle the unit member to the leave of absence. Leaves granted hereunder shall not  
16 be deemed a break in service, however no benefits shall accrue to a unit member while on leave.

17          16.9    Family and Pregnancy Disability Leave.

18                   16.9.1 Family Leave.

19           Under the Federal Family and Medical Leave Act of 1993 (“FMLA”) and the  
20 California Family Rights Act of 1993 (“CFRA”), a unit member shall be eligible for state and/or federal  
21 family leave of up to twelve (12) weeks in a twelve (12) month period if the unit member has been  
22 employed by the Charter for more than twelve (12) months, has worked at least 1,250 hours in the  
23 twelve (12) months preceding a family leave request and the unit member is employed at a worksite

1 where the Charter employs fifty (50) or more persons or the Charter employs at least fifty (50) unit  
2 members within seventy-five (75) miles of the unit member’s worksite.

3                   16.9.2 Purpose of Leave.

4                   An eligible unit member may be entitled to take up to twelve (12) workweeks of  
5 unpaid, job protected family leave in a twelve (12) month period using the “rolling forward” method of  
6 calculation for the birth, adoption, or foster care placement of a child with the unit member; for the unit  
7 member’s own serious health condition or to care for the unit member’s child, parent or spouse who has  
8 a serious health condition. In accordance with applicable law, the unit member may request or the  
9 Charter may require that paid leave, as provided in this Article, be used to provide pay during an  
10 otherwise unpaid family leave.

11                   16.9.3 Pregnancy Leave.

12                   If disabled by pregnancy, childbirth or related medical conditions, a unit member may  
13 be entitled to take an unpaid pregnancy disability leave (“PDL”) of up to four months, depending on the  
14 unit member’s period(s) of actual disability. If the unit member is also eligible for FMLA/CFRA family  
15 leave, she may be entitled to take both a PDL/FMLA leave, followed by a CFRA leave in connection  
16 with the birth of her child. In accordance with applicable law, the unit member may request or the  
17 Charter may require that paid leave, other than vacation leave, be used to provide pay during an  
18 otherwise unpaid pregnancy disability leave. Further, at the unit members option, vacation leave may be  
19 used to provide pay during an otherwise unpaid pregnancy disability leave.

20                   16.9.4 Pay During Leave.

21                   Family and/or pregnancy disability leave is unpaid leave. However, a unit member  
22 may request or the Charter may require that any paid and/or unpaid leave be substituted/coordinated  
23 with family and/or pregnancy disability leave as provided above or to the maximum extent allowed by  
24 law. A unit member may request use of vacation leave upon exhaustion of sick leave. Unit members

1 wishing to use vacation leave shall notify Human Resources and follow up with a written verification to  
2 Human Resources as soon as possible.

3                   16.9.5 Duration of Leave.

4                   When medically necessary, family and/or pregnancy leave may be taken on an  
5 intermittent or a reduced work schedule. The basic minimum duration for family and/or pregnancy  
6 leave is the shortest period of time that the Charter's payroll system uses to account for absences or use  
7 of leave. Where a unit member is taking CFRA leave following the birth, adoption or foster care  
8 placement of a child, the basic minimum duration for such leave is two (2) weeks, except that less than  
9 two (2) weeks may be taken on any two (2) occasions following the birth of a unit member's child, and  
10 such leave must be concluded within one (1) year of the birth, or placement of a child with the unit  
11 member for adoption or foster care.

12                   16.9.6 Notice.

13                   Unit members must generally provide at least thirty (30) days advance notice for  
14 foreseeable events (such as the expected birth of a child or a planned medical treatment for the unit  
15 member or the unit member's family member). For events which are unforeseeable, the unit member  
16 should notify the Charter, at least verbally, as soon as the unit member learns of the need for the leave.  
17 Failure to comply with these notice requirements is grounds for and may result in deferral of the  
18 requested leave.

19                   16.9.7 Certification.

20                   The Charter may require certification from the unit member's health care provider  
21 where leave is based on disability due to pregnancy, childbirth or a related medical condition or the unit  
22 member's own serious health condition. The Charter may also require certification from the health care  
23 provider of the unit member's child, parent, or spouse who has a serious health condition. Where family  
24 leave is requested due to the unit member's own serious health condition, the Charter may also require

1 second or third opinions (at Charter expense). In addition to the above, the Charter may require a fitness  
2 for duty report prior to the unit member's return to work following their serious health condition.

3                   16.9.8 Benefits During Leave.

4                   During family leave, the Charter will continue group health plan coverage for up to a  
5 maximum of twelve (12) weeks in any twelve (12) month period under the same terms and conditions as  
6 applied prior to the unit member's leave of absence. Upon returning from leave, unit members will  
7 generally be restored to their original or equivalent positions with equivalent pay, benefits, and other  
8 employment terms. Taking a family care or pregnancy disability leave cannot result in the loss of any  
9 employment benefit that accrued prior to the start of the leave of absence.

10                   16.9.9 Additional Information.

11                   For more information and/or a copy of the Charter's comprehensive policies  
12 regarding family and pregnancy disability leave, unit members should contact the Perris Union High  
13 School District's Human Resources.

14                   16.10 Catastrophic Leave.

15                   When a catastrophic illness or injury incapacitates a unit member or a member or his or her  
16 family for an extended period of time, fellow unit members may donate accrued vacation and sick leave  
17 credits to that unit member under the specific requirements of the Charter's Catastrophic Leave  
18 Program. Donations under the Catastrophic Leave Program shall be strictly voluntary.

19                   16.10.1           A permanent unit member who is, or whose family member is,  
20 suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave  
21 days up to a maximum of ten (10) total day under the Catastrophic Leave Program. The maximum  
22 number of days shall be prorated based on the probable duration as described in 16.12.3. Employees  
23 who are not permanent at the time of the request, may not request Catastrophic Leave.



1                   16.10.2           “Catastrophic illness” or “injury” means an illness or injury that is  
2 expected to incapacitate the unit member for an extended period of time, or that incapacitates a member  
3 of the unit member’s family which incapacity requires the unit member to take time off work for an  
4 extended period of time to care for that family member, and taking extended time off work creates a  
5 financial hardship for the unit member because he or she has exhausted all of his or her sick leave and  
6 other paid time off .

7                   16.10.3           Upon requesting donations under this program the unit member shall  
8 provide verification to the Perris Union High School District’s Human Resources Department of the  
9 catastrophic injury or illness which verification shall be made by means of a letter, dated and signed by  
10 the sick or injured person’s physician, indicating the incapacitating nature and probable duration of the  
11 illness or injury.

12                   16.10.4           The Perris Union High School District Human Resources Department  
13 shall ensure that a request for donation is sent to all bargaining unit members.

14                   16.10.5           Any unit member, upon written notice to the Charter may donate  
15 accrued vacation and/or sick leave credits to the requesting unit member at a minimum of eight hours,  
16 and in hour increments thereafter. All transfers of eligible leave credit shall be irrevocable. (However,  
17 where donations appear to be far in excess of what will be needed in a particular case, the Perris Union  
18 High School District Business Office will make a good faith effort not to accept such donations on a pro  
19 rata basis). To ensure that unit members retain sufficient accrued sick leave to meet needs that normally  
20 arise, donors shall not reduce their accumulated sick leave to fewer than (40) hours.

21                   16.10.6           Benefiting unit members may use donated leave credits for a  
22 maximum of twelve (12) months. Benefiting unit members shall use any leave credits that he or she  
23 continues to accrue on a monthly basis before receiving paid leave pursuant to this program. Upon  
24 expiration of the twelve (12) month period, any remaining donated leave will be placed in a pool for the



1 Unit members promoted to a new classification shall serve a six (6) month promotional  
2 probationary period to demonstrate that they can perform the work satisfactorily and maintain the  
3 standards established for the job. If it is determined within such period, that a unit member cannot  
4 satisfactorily perform the duties of the position, such unit member shall be returned to their former  
5 position with the same work year and hours.

6 17.2.4 Posting of Notice.

7 Notice of all job vacancies shall be posted on the electronic job board utilized by the  
8 Charter and a notification of the posting shall be emailed to all bargaining unit members. The job  
9 vacancy notice shall remain posted for a period of five (5) full working days, during which time unit  
10 members may apply for the vacancy. The job vacancy notice shall include at least the job title, salary  
11 range, a brief description of the position, duties, and the assigned work hours.

12 17.3 Increase in Hours.

13 In considering unit members for an increase in hours, job performance records, including  
14 attendance, will be the deciding factors. If there are no appreciable distinguishing differences between  
15 candidates, preference shall be given to the senior unit member. Unit members currently serving  
16 probation, including unit members serving promotional probationary periods, shall not be eligible for an  
17 increase in hours. A unit members seeking an increase in hours may be denied said request on the basis  
18 of poor job performance as evidenced by an overall “Needs Improvement” or “Unsatisfactory” rating  
19 on the two (2) most recent performance evaluations, unjustified excessive absenteeism as determined by  
20 the Assistant Superintendent of Human Resources/Chief Human Resources or designee, and/or  
21 disciplinary, as defined by Article 20, action taken against them within the last year of the date of posted  
22 vacancy.

1 ARTICLE 18

2 CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

3 18.1 Classification.

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

8 18.2 New Hires.

9 Newly hired unit members shall be placed on Step 1 of the appropriate classification, unless, in  
10 the discretion of the Human Resources administration, it is necessary to place them at a higher step,  
11 based on years of experience and education within a similar job field.

12 18.3 Inconsistent Duties; Working Out of Classification.

13 Where the duties that a unit member are required to perform by their supervisor are not fixed and  
14 prescribed for the position or reasonably related to those fixed and prescribed for the position, and where  
15 those duties, upon the completion of which, such duties or similar duties will not be extended or needed  
16 on a continuing basis, the unit member shall be entitled to an upward salary adjustment in an amount  
17 which will reasonably reflect the duties which the incumbent performed. The incumbent shall be  
18 entitled to such upward adjustment for the entire period such temporary duties were performed, provided  
19 that the assignment was for a period of at least five (5) working days during any fifteen (15)  
20 calendar-day period. It is the intent of this section to permit the Charter to temporarily work unit  
21 members outside their normal duties but in so doing to require that some reasonable additional  
22 compensation be provided to the unit member during such temporary assignment. The upward salary  
23 adjustment shall be the unit member's current step at the range of the higher classification. In the event

1 the compensation is less than five-percent, the unit member shall be compensated five-percent (5%)  
2 above the current compensation.

3 18.4 New Classification.

4 In the event that the Charter hereafter creates a new job classification or substantially changes  
5 the duties of an existing classification to which this Agreement applies, the Charter and CSEA shall  
6 meet to negotiate with regard to whether or not such position is to be included within the bargaining  
7 unit, the rate of pay to be assigned to such position, and the development of a new job description or  
8 modification to the existing job description.

9 ARTICLE 19

10 LAYOFFS

11 19.1 Definitions.

12 19.1.1 “Layoff.”

13 An involuntary separation from Charter service due to lack of work or a lack of  
14 funds.

15 19.1.2 “Class.”

16 A group of positions (classifications) within a job occupational family, which have  
17 common characteristics and which are ranked according to a job family. For example, Clerical Services,  
18 Community Services, Maintenance and Operations and Technology Services, all as shown on  
19 Appendix A .

20 19.1.3 “Classification.”

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

23 19.1.4 “Seniority.”

1                   “Seniority” means "date of hire" within classification, regardless of the number of  
2 hours worked. If two (2) or more unit members have the same original date of hire the Charter will  
3 assign seniority numbers by lot. A unit member who changes or is promoted from one classification to  
4 another shall retain seniority in the former classification. Seniority in the new classification shall begin  
5 accumulating on the first day of paid service in the new classification.

6           19.2   Procedure.

7           Whenever a unit member is laid off, the order of layoff within the classification shall be  
8 determined by seniority. The unit member with the least seniority within the classification shall be laid  
9 off first. Reemployment shall be in the reverse order of layoff. Unit members who are laid off shall  
10 exercise bumping rights, based on seniority, into any equal or lower classification previously held. If  
11 there are no positions for the affected unit member to bump into, the unit member may be placed into a  
12 vacant position at an equal or lower classification, provided the unit member meets all of the job  
13 qualifications required for the vacant classification.

14           19.3   Notification to CSEA.

15           To the extent possible, the Charter shall provide notice to unit members and the  
16 Association no later than May 15th if unit members will not be rehired for the subsequent school year.  
17 The Charter shall adjust the notice date as needed, so it is no later than the notification date of unit  
18 members in the other employee bargaining unit.

19           19.4   Grievances.

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

1           19.5   Seniority Roster.

2                   The Charter shall provide CSEA with a relevant seniority roster prior to implementation  
3 of layoff.

4           19.6   Reemployment Rights.

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

15           19.7   Maintenance of Seniority.

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

19           19.8   Retirement in Lieu of Layoff.

20                   Any unit member, eligible for retirement, may elect to accept service retirement from  
21 PERS in lieu of layoff without loss of reemployment rights as provided in this Agreement provided  
22 written notification is given to the Charter of such election.

1 ARTICLE 20

2 DISCIPLINE

3 20.1 Discipline shall be imposed on permanent unit members in accordance with the terms of  
4 this article for just cause. For purposes of the procedures set forth herein, discipline is deemed to be  
5 suspension of more than five (5) days, demotion, or termination. "Just Cause" for discipline shall  
6 include, but is not limited to the following:

- 7 a. Falsifying any information supplied to the Charter, including, but not limited to,  
8 information supplied on application forms, employment records, or any other Charter  
9 records.
- 10 b. Incompetency.
- 11 c. Inefficiency.
- 12 d. Neglect of duty.
- 13 e. Insubordination.
- 14 f. Dishonesty.
- 15 g. Drinking alcoholic beverages and/or the use of drugs, controlled substances, or narcotics  
16 while on duty or in such close time proximity thereto as to cause any detrimental effect  
17 upon the unit member or upon unit members associated with the unit member.
- 18 h. Use and/or addiction to controlled substances, excluding the legal use of cannabis.
- 19 i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law,  
20 or conviction of a misdemeanor which is of such a nature as to adversely affect the unit  
21 member's ability to perform the duties and responsibilities of their position. A plea or  
22 verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a  
23 conviction within the meaning of this section.
- 24 j. Absence without leave.



- 1 k. Abandonment of position.
- 2 l. Immoral conduct.
- 3 m. Discourteous treatment of the public, students, or other employees.
- 4 n. Improper political activity.
- 5 o. Willful disobedience.
- 6 p. Misuse of Charter property.
- 7 q. Violation of Charter, Board or departmental rule, policy or procedure.
- 8 r. Failure to possess or keep in effect any license, certificate, or other similar requirement
- 9 specified in the unit member's classification specification or otherwise necessary for the
- 10 unit member to perform the duties of the position.
- 11 s. Refusal to take and subscribe any oath or affirmation which is required by law in
- 12 connection with their employment.
- 13 t. No person who is a member of an organization which advocates support of a foreign
- 14 government in case of hostilities shall hold office or employment under the State of
- 15 California or its subordinate governments.
- 16 u. Physical or mental disability, which disability precludes the unit member from the proper
- 17 performance of their essential functions as determined by competent medical authority,
- 18 except as otherwise provided by a contract or by law regulating retirement of unit
- 19 members.
- 20 v. Unlawful retaliation against any other Charter officer or unit member or member of the
- 21 public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention
- 22 of any appropriate authority any information relative to actual or suspected violation of
- 23 any law of this State or the United States occurring on the job or directly related thereto.

1           20.1.1 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  
4 criminal activity or violation of Charter rules and regulations and the unit member’s actions are captured  
5 on the CCTV videotapes during routine surveillance, the CCTV-videotapes can be part of the  
6 investigative process.

7           20.2 In taking disciplinary action against a permanent unit member pursuant to this  
8 Article, a written notice of proposed discipline shall be served on the unit member personally, or by  
9 certified mail, at least five (5) calendar days prior to the effective date of the proposed action. The  
10 notice of proposed discipline shall contain:

11                   20.2.1 A description of the proposed action and its effective date;

12                   20.2.2 A statement of the reasons for such proposed action, including the acts or  
13 omissions on which the proposed action is based;

14                   20.2.3 Copies of materials, if any, in the possession of Charter upon which the  
15 proposed action is based;

16                   20.2.4 A statement of the unit member’s right to a hearing regarding the charges,  
17 as provided for below;

18                   20.2.5 A statement of the unit member’s right to be represented during this  
19 procedure;

20                   20.2.6 A statement of the unit member’s right to appeal to the Board should the  
21 proposed action be recommended to the Board;

22                   20.2.7 A Charter form, the signing and filing of which shall constitute a demand  
23 for a hearing where the Charter determines to recommend that such discipline be imposed.

1           20.3    Should discipline be recommended to the Board, CSEA shall have the right to refer such  
2 action to an impartial hearing officer selected in accordance with the following procedure.  
3 If the Charter and CSEA cannot agree upon a hearing officer, then a hearing officer shall be selected by  
4 requesting a list of officers from the State Mediation and Conciliation Service or the American  
5 Arbitration Association. The cost, if any of such a list will be borne by the Charter. From this list of  
6 hearing officers, the parties shall strike alternately until only one (1) name remains, who shall be the  
7 hearing officer. The first strike shall be determined by the flip of a coin. Thereafter, the hearing shall  
8 proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association. All  
9 costs for the services of the hearing officer shall be borne by the Charter. All other costs shall be borne  
10 by the party incurring them.

11                           20.3.1 The issues to be submitted to the hearing officer are as follows: Is the  
12 proposed discipline for just cause, or was (unit member's name) disciplined for just cause (whichever is  
13 appropriate). If not, to what remedy, if any, is (unit member's name) entitled?

14                           20.3.2 The decision of the hearing officer shall be advisory to all parties and shall  
15 be subject to review by the Board. The hearing officer's decision shall be provided within thirty (30)  
16 days of the close of the hearing or he/she will be penalized by a fee reduction of \$25.00 per day.

17           20.4    Summary discipline, which shall be defined for the purposes of this Article as a  
18 suspension of five (5) days or less or any action resulting in a deprivation of an incident of a  
19 classification, may be appealed to the Perris Union High School District's Superintendent or designee,  
20 and thereafter by said unit member to the Board. A unit member shall be entitled to a Skelly hearing  
21 before any suspension without pay of five (5) days or less. The Perris Union High School District's  
22 Superintendent or designee shall serve as the hearing officer for any hearing conducted pursuant to this  
23 provision. A unit member must file an appeal with the Charter Board by delivering a written appeal to



1           21.3   Informal Level.

2           Before filing a formal written grievance, the grievant will attempt, within fifteen (15) days after  
3 the occurrence of the act or omission giving rise to the grievance, or after the grievant knew or  
4 reasonably should have known of such act or omission, to resolve the problem by informally  
5 conferencing with their immediate supervisor/designee. If not resolved, the grievant may appeal to the  
6 next level.

7           21.4   Formal Level.

8                   21.4.1 Level I.

9           Within five (5) days after the informal conference with the grievant's immediate  
10 supervisor, the grievant must present the grievance in writing on the appropriate form to the unit  
11 member's immediate supervisor or their designee. This statement shall be a clear, concise statement of  
12 the grievance, the circumstances involved, the decision rendered at the informal conference, if  
13 applicable, the specific remedy sought and the section of this Agreement alleged to have been violated.  
14 Grievance shall be date stamped by Charter 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                   21.4.2 Level II.

18           If the grievant is not satisfied with the disposition of the grievance at Level I, or if no  
19 written decision has been rendered within five (5) days after the grievant has filed with the Charter  
20 Administrator, the grievant may, within five (5) days after receipt of a decision by the immediate  
21 supervisor or within five (5) days of the expiration of the response period mentioned above, file a Level  
22 II grievance with the Perris Union High School District's Assistant Superintendent of Human  
23 Resources/Chief Human Resources Officer or designee. The decision shall be communicated to the

1 grievant in writing within five (5) days after receiving the grievance. If the response is not timely, the  
2 grievant may appeal to the next level.

3           21.4.3 Level III.

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

15           21.4.4 Level IV.

16           If the grievant is not satisfied with the disposition of the grievance at Level III or the  
17 parties are unable to agree on a mediator, CSEA may, within fifteen (15) days after mediation, request in  
18 writing to the Perris Union High School District's Superintendent or designee that the Charter submit the  
19 grievance to arbitration.

20           Upon a request to submit a grievance to arbitration, the parties shall select a mutually  
21 acceptable arbitrator. Should they be unable to agree on an arbitrator within five (5) days of the  
22 Charter's receipt of the request to arbitrate, the parties shall request the State Mediation/Conciliation  
23 Service to provide a list of seven (7) arbitrators from which the parties shall strike names alternatively

1 until only one (1) name remains, which person shall be the arbitrator. The arbitrator shall proceed under  
2 the Voluntary Labor Arbitration Rules of the American Arbitration Association.

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

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

12           21.5   No Reprisal.

13           No reprisals shall be taken against any party participating in the grievance procedure herein by  
14 CSEA or the Charter.

15           21.6   Notice of Resolution.

16           Prior to the resolution of any grievance at any level above, CSEA shall receive a copy of the  
17 grievance and the proposed resolution and shall be given the opportunity to file a response.

18           21.7   Release Time.

19           Release time shall be provided to the grievant and one (1) CSEA representative at a time when  
20 mutually agreed to by the grievant and the management employee involved at any level.

21           21.8   Forms.

22           Beginning at Level I, all grievances and responses shall be provided in writing, utilizing the  
23 Grievance Form (Appendix F). Communication of grievance filings and responses shall be  
24 communicated to the grievant, Chief Union Steward and Executive Board only.







1 of a strike, work stoppage, slowdown, concerted action or other such interference with the operations of  
2 the Charter by unit members who are represented by CSEA, CSEA agrees in good faith to take all  
3 reasonably necessary steps to cause those unit members to cease such action.

4 23.3 No Lockout.

5 During the term hereof, the Charter will not lockout unit members covered by this Agreement.

6 ARTICLE 24

7 NO DISCRIMINATION

8 24.1 Neither party shall unlawfully discriminate against any unit member with respect to  
9 wages, hours, or other terms and conditions of employment on the basis of race, national origin, religion,  
10 sex, sexual orientation, disability, marital status, union activities, or on any other unlawful ground.

11 ARTICLE 25

12 SEVERABILITY

13 25.1 Savings Clause.

14 If during the life of this Agreement there exists any applicable rule, regulation, or order issued by  
15 governmental authority other than the Charter which shall render invalid or restrain compliance with or  
16 enforcement of any provision of this Agreement, such provision shall be immediately suspended and be  
17 of no effect hereunder so long as such law, rules, regulation, or order shall remain in effect. Such  
18 invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which  
19 shall continue in full force and effect.

20 25.2 Replacement for Severed Provision.

21 In the event of suspension or invalidation of any Article or Section of this Agreement, the parties  
22 agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at  
23 a mutually satisfactory replacement for such Article or Section.

1 ARTICLE 26

2 EFFECT OF AGREEMENT

3 26.1 It is understood and agreed that the specific provisions contained in this Agreement shall  
4 prevail over Charter practices and procedures and over state laws to the extent permitted by state law  
5 and that, unless contrary to the intent of this Agreement, such practices and procedures are discretionary  
6 with the Charter.

7 ARTICLE 27

8 COMPLETION OF MEET AND NEGOTIATE

9 27.1 Except as provided in Article 28 during the term of this Agreement, the Association  
10 expressly waives the right to meet and negotiate with the Charter with respect to any subject or matter  
11 whether or not referred to or covered in this Agreement, even though such subject or matter may not  
12 have been within the knowledge or contemplation of the parties at the time they met and negotiated on,  
13 and executed this Agreement.

14 ARTICLE 28

15 DURATION

16 28.1 Term:

17 This three (3) year agreement is effective July 1, 2023, through June 30, 2026, or until a new  
18 agreement has been ratified by both parties, with reopeners for the 2025-2026 fiscal years for Article 10  
19 - Pay and Allowances and Article 11 - Health and Welfare Benefits. Each party may reopen two (2)  
20 additional articles of the agreement for the 2025-2026 fiscal year. Additional articles may be opened  
21 upon mutual agreement.

22 28.2 In order to reopen on any of the above referenced matters, the parties shall follow Article  
23 22.1

1 PERRIS UNION HIGH SCHOOL  
2 CHARTER

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER #778

3

4

5 By:



6 Kirk Skorpanich

7 Assistant Superintendent, Human Resources

8



9

10 Maribel Escobar

11 Director, Human Resources

12



13

14 Dr. I. Nicholas Milosavljevic

15 Principal

16

17

18

19

20

By:



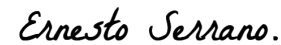
Rosa Galvan

Chapter President



Felix Bobo

Negotiations Team Member



Ernesto Serrano

Negotiations Team Member



Myesha Kennedy

Labor Relations Representative

APPENDIX A

CLASSIFICATION, SALARY RANGE AND WORK YEAR ASSIGNMENT

**Job Classifications, Salary Range and Work Year Assignment**

**Clerical Services**

Title	Range	Work Year	Work Days
Account Clerk	8	A	245
Guidance/Student Information System Technician/Registrar	10	A	245
Library Clerk	1	B	207
Office Clerk	3	B	207
Principal Secretary	11	A	245
Secretary	9	A	245

**Instructional Services**

Title	Range	Work Year	Work Days
Paraeducator	1	C	181

**Maintenance & Operations**

Title	Range	Work Year	Work Days
Custodian	3	A	245
Lead Custodian	6	A	245

**Community Services**

Title	Range	Work Year	Work Days
Campus Safety Officer	1	C	181
Family Outreach Coordinator - Biligual	3	A	245
Health Clerk	1	B	207
Lead Campus Safety Officer	6	C	181
Military Advisor	9	C	181

**Technology Services**

Title	Range	Work Year	Work Days
Information Technology Technician	9	A	245

**Longevity**

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

**Vacation Plan (Article 15)**

Years of Employment	Days per Month	Max Days Per Year
0-5	1	12
6-10	1.25	15
11-15	1.5	18
16-19	1.67	20
20+	1.83	22

APPENDIX B

SALARY SCHEDULE CLASSIFIED BARGAINING UNIT

Updated salary schedule consistent with Article 10.1 shall be inserted into the successor contract and include the applicable hourly rates.

CALIFORNIA MILITARY INSTITUTE  
 CSEA CMI SALARY SCHEDULE #281  
 EFFECTIVE 07/01/2023 W/5%  
 8 PER DAYS



Row	COLUMN 1		COLUMN 2		COLUMN 3		COLUMN 4		COLUMN 5		COLUMN 6	
	Mnthly	Hrly	Mnthly	Hrly	Mnthly	Hrly	Mnthly	Hrly	Mnthly	Hrly	Mnthly	Hrly
1	\$3,490	\$20.135	\$3,666	\$21.150	\$3,850	\$22.212	\$4,045	\$23.337	\$4,247	\$24.502	\$4,459	\$25.725
2	\$3,580	\$20.654	\$3,756	\$21.670	\$3,944	\$22.754	\$4,145	\$23.914	\$4,354	\$25.120	\$4,571	\$26.372
3	\$3,672	\$21.185	\$3,859	\$22.264	\$4,049	\$23.360	\$4,251	\$24.525	\$4,466	\$25.766	\$4,689	\$27.052
4	\$3,764	\$21.716	\$3,953	\$22.806	\$4,152	\$23.954	\$4,359	\$25.149	\$4,580	\$26.424	\$4,808	\$27.739
5	\$3,860	\$22.270	\$4,051	\$23.372	\$4,253	\$24.537	\$4,468	\$25.777	\$4,693	\$27.076	\$4,930	\$28.443
6	\$3,954	\$22.812	\$4,154	\$23.966	\$4,361	\$25.160	\$4,581	\$26.429	\$4,811	\$27.756	\$5,050	\$29.135
7	\$4,053	\$23.383	\$4,256	\$24.554	\$4,470	\$25.789	\$4,695	\$27.087	\$4,932	\$28.454	\$5,178	\$29.874
8	\$4,157	\$23.983	\$4,364	\$25.177	\$4,582	\$26.435	\$4,813	\$27.768	\$5,053	\$29.152	\$5,308	\$30.624
9	\$4,260	\$24.577	\$4,472	\$25.800	\$4,696	\$27.093	\$4,932	\$28.454	\$5,179	\$29.879	\$5,439	\$31.379
10	\$4,368	\$25.200	\$4,585	\$26.452	\$4,814	\$27.774	\$5,053	\$29.152	\$5,309	\$30.629	\$5,574	\$32.158
11	\$4,544	\$26.216	\$4,771	\$27.526	\$5,009	\$28.899	\$5,259	\$30.341	\$5,522	\$31.858	\$5,802	\$33.474
12	\$4,655	\$26.856	\$4,889	\$28.206	\$5,136	\$29.631	\$5,391	\$31.103	\$5,664	\$32.678	\$5,947	\$34.310
13	\$4,771	\$27.526	\$5,009	\$28.899	\$5,259	\$30.341	\$5,521	\$31.853	\$5,799	\$33.456	\$6,092	\$35.147
14	\$4,889	\$28.206	\$5,136	\$29.631	\$5,391	\$31.103	\$5,661	\$32.660	\$5,945	\$34.299	\$6,244	\$36.024
15	\$5,009	\$28.899	\$5,259	\$30.341	\$5,521	\$31.853	\$5,798	\$33.451	\$6,090	\$35.135	\$6,393	\$36.883
16	\$5,136	\$29.631	\$5,391	\$31.103	\$5,661	\$32.660	\$5,943	\$34.287	\$6,243	\$36.018	\$6,555	\$37.818
17	\$5,259	\$30.341	\$5,521	\$31.853	\$5,798	\$33.451	\$6,087	\$35.118	\$6,392	\$36.878	\$6,715	\$38.741
18	\$5,391	\$31.103	\$5,661	\$32.660	\$5,943	\$34.287	\$6,242	\$36.012	\$6,554	\$37.812	\$6,883	\$39.710
19	\$5,521	\$31.853	\$5,798	\$33.451	\$6,087	\$35.118	\$6,391	\$36.872	\$6,714	\$38.735	\$7,049	\$40.668
20	\$5,661	\$32.660	\$5,943	\$34.287	\$6,242	\$36.012	\$6,553	\$37.806	\$6,882	\$39.705	\$7,225	\$41.683



APPENDIX C

CLASSIFIED PERFORMANCE EVALUATION AND RUBRIC

The new evaluation document and rubric will be used effective July 1, 2024 unless the evaluation has already been given prior to final approval of this Tentative Agreement.



**CLASSIFIED PERFORMANCE EVALUATION**

Employee Name: \_\_\_\_\_

Title: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_ to \_\_\_\_\_

Employment Status

- Permanent**
- Probationary:**
  - 2 Month
  - 4 Month
  - 6 Month

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.	<b>Outstanding</b> Regularly exceeds performance standards	<b>Satisfactory</b> Regularly meets performance standards	<b>Needs to Improve</b> Often does not meet performance standards	<b>Unsatisfactory</b> Regularly does not meet performance standards
<b>INITIATIVE</b> – 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>QUALITY</b> – 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).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMPLETENESS AND PRODUCTIVITY</b> – Extent to which employee’s quantity and completion of work is carried through with all details addressed in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>JOB RELATED KNOWLEDGE AND SKILLS</b> – Extent to which employee possesses, learns and applies the necessary knowledge and skills to perform the job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SAFETY</b> – Extent to which employee is knowledgeable of and practices proper rules of safety to protect self and others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ABILITY TO WORK WITH OTHERS</b> – Extent to which employee willingly cooperates with District employees and the public. Employee adapts with a minimum of difficulty to changing circumstances.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ACCOUNTABILITY</b> – Extent to which employee accepts responsibility for his/her actions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>ATTENDANCE/PUNCTUALITY</b> – Extent to which employee is absent from the job without approval. Employee is prompt during scheduled work periods.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	--------------------------

**COMMENDATIONS:**

**COMMENT REGARDING IMPROVEMENT** (“Needs to Improve” and “Unsatisfactory” ratings must be supported by a statement of the facts. Suggestions to aid employee in improving performance must be made.):

OVERALL RATING (CHECK ONE)	Outstanding	Satisfactory	Needs to Improve	Unsatisfactory
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
EVALUATION SIGNATURE

\_\_\_\_\_  
EVALUATOR TITLE

\_\_\_\_\_  
DATE

I hereby acknowledge that I received a copy of this Evaluation Form. My signature hereto acknowledges my receipt only and not my agreement with its contents. I understand that I may provide a rebuttal to this evaluation, which shall be attached to this document and placed in my Personnel File, located at the Perris Union High School District Human Resources Office.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

**DISTRIBUTION:** Personnel File | Supervisor | Employee

## APPENDIX D

### HEALTH AND WELFARE BENEFIT PLANS AND CONTRIBUTION RATES

The total Charter contribution towards premiums for health and welfare benefits for full-time unit members shall be as follows:

Anthem Plans:

Employee Only: \$11,125

Employee +1/Family: \$20,475

Kaiser Plans:

Employee Only: \$11,125

Employee +1 and Family: \$18,275

The Charter shall offer the following Health benefit plan options for the 2024-2025 school year:

- Anthem HMO 20 - Single and Family
- Anthem HMO 30 - Single and Family
- Anthem DHMO 40/500 - Single and Family
- Anthem PPO HSA - Single and Family
- Anthem PPO - Single and Family
- Anthem MVP - Single and Family
- Kaiser HMO 20 - Single and Family
- Kaiser DHMO 500 - Single and Family
- Kaiser HSA - Single and Family
- Kaiser MVP - Single and Family
- Delta Dental Incentive PPO
- Delta Dental PPO
- Delta Care HMO Dental
- Anthem PPO Dental
- VSP Vision Family
- EyeMed Vision (formerly MES)

APPENDIX E  
CLASSIFIED LEAVE FORM



## CLASSIFIED EMPLOYEE LEAVE REQUEST

Employee Name: \_\_\_\_\_ Employee ID Number: \_\_\_\_\_

*The following leave types require site level approval only – Do not send to HR*

Date/s Requested: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_ Total Days: \_\_\_\_\_  
or Hours: \_\_\_\_\_

Leave Type: \_\_\_\_\_

*The following leave types must be approved by Human Resources prior to leave being taken except in cases of emergency*

Date/s and Days or Hours Requested: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_ Total Days/Hours: \_\_\_\_\_

Bereavement – three (3) days, or five (5) days when out-of-state travel or in-state travel North of San Luis Obispo, Kern, or San Bernardino Counties is required, (e.g. travel to Bakersfield would receive 3 days and travel to Visalia would receive 5 days), on account of the death of any member of their immediate family as defined in California Code of Regulations, Title 8, Section 13692. However, if the death should be any member of the immediate family or domestic partner residing in the unit member's household, unit member shall be granted five (5) days of bereavement leave. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other Sections of this Agreement or provided by the District or law. Members of the "immediate family member" means spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle).

Relationship of deceased: \_\_\_\_\_ Travel destination: \_\_\_\_\_  
City/State

- Military Leave (must attach leave orders)
- FMLA – please contact Human Resources at ext 80304

### Signatures/Approvals

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Site Administrator: \_\_\_\_\_ Date: \_\_\_\_\_ Approval: \_\_\_\_\_  
SIGNATURE REQUIRED

If denied, please indicate reason: \_\_\_\_\_

Personnel Designee: \_\_\_\_\_ Date: \_\_\_\_\_ Approval: \_\_\_\_\_  
SIGNATURE REQUIRED

If denied, please indicate reason: \_\_\_\_\_

APPENDIX F  
GRIEVANCE FORMS



**CSEA - CHAPTER #778  
GRIEVANCE FORM - LEVEL I**

**SUBMIT TO: Immediate Supervisor/Designee**

**Grievance No.** \_\_\_\_\_

**INSTRUCTIONS:** Within fifteen (15) days after the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must file a Level I grievance form. The grievance shall include the Article and Section of the Collective Bargaining Agreement alleged to have been violated; a clear, concise statement of the grievance and circumstances involved; and the specific remedy requested.

The immediate supervisor/designee shall schedule a personal conference with the grievant within the first five (5) days of the grievance being filed. The response to Level I shall be communicated in writing to the grievant within five (5) days after receipt of the grievance.

If the grievant is not satisfied with the disposition of the grievance at Level I, or if no written decision has been rendered, the grievant may, within five (5) days after the Level I grievance response was received or was due, appeal to Level II.

**GRIEVANT TO COMPLETE:**

**GRIEVANT NAME:** \_\_\_\_\_

Article(s) \_\_\_\_\_, Section(s) \_\_\_\_\_ alleged to have been violated

Statement of grievance and circumstances involved:

Remedy requested:

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

**RESPONSE COMPLETED BY IMMEDIATE SUPERVISOR/DESIGNEE**

\_\_\_\_\_  
Immediate Supervisor/Designee's Signature

\_\_\_\_\_  
Date

CC: Human Resources; Immediate Supervisor; Grievance Chair; Grievant





**CSEA - CHAPTER #778  
GRIEVANCE FORM - LEVEL II**

**Grievance No.** \_\_\_\_\_

**SUBMIT TO: Asst. Supt. Human Resources/Designee (Include Copy of Level I)**

---

**INSTRUCTIONS:** If the grievant is not satisfied with the disposition of the grievance at Level I, or if no written decision has been rendered, the grievant may, within five (5) days after the Level I grievance response was received or was due, appeal to the Level II.

If the grievant is not satisfied with the disposition of the grievance at Level II, or if no written decision has been rendered, the grievant may, within five (5) days after the Level II grievance response was received or was due, appeal to Level III.

---

**GRIEVANT TO COMPLETE:**

**GRIEVANT NAME:** \_\_\_\_\_

Article(s) \_\_\_\_\_, Section(s) \_\_\_\_\_ alleged to have been violated

Statement of grievance and circumstances involved:

Remedy requested:

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

**RESPONSE COMPLETED BY ASST. SUPT. HUMAN RESOURCES/DESIGNEE**

\_\_\_\_\_  
Asst. Superintendent - Human Resources/Designee's Signature

\_\_\_\_\_  
Date

CC: Human Resources; Immediate Supervisor; Grievance Chair; Grievant



**CSEA - CHAPTER #778  
GRIEVANCE FORM - LEVEL III**

Grievance No. \_\_\_\_\_

**SUBMIT TO: Superintendent/Designee (Include copy of Level I & II)**

\_\_\_\_\_

**INSTRUCTIONS:** If the grievant is not satisfied with the disposition of the grievance at Level II, or if no written decision has been rendered, the grievant may, within five (5) days after the Level II grievance response was received or was due, appeal to Level III.

If the grievant is not satisfied with the disposition of the grievance at Level III, or if no written decision has been rendered, CSEA may, within (5) days after the Level III grievance response was received or was due, appeal to Level IV.

\_\_\_\_\_

**GRIEVANT TO COMPLETE:**

**GRIEVANT NAME:** \_\_\_\_\_

Article(s) \_\_\_\_\_, Section(s) \_\_\_\_\_ alleged to have been violated

Statement of grievance and circumstances involved:

Remedy requested:

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

**RESPONSE COMPLETED BY SUPERINTENDENT/DESIGNEE**

\_\_\_\_\_  
Superintendent//Designee's Signature

\_\_\_\_\_  
Date

CC: Human Resources; Immediate Supervisor; Grievance Chair; Grievant



**CSEA - CHAPTER #778  
GRIEVANCE FORM - LEVEL IV (ARBITRATION)**

Grievance No. \_\_\_\_\_

**SUBMIT TO: Superintendent/Designee (Include copy of Level I, II, & III)**

---

**INSTRUCTIONS:** If CSEA is not satisfied with the disposition of the grievance at Level III, or if no written decision has been rendered, CSEA may, within five (5) days after the Level III grievance response was received or was due, submit the grievance to arbitration, Level IV.

In the alternative, if the parties mutually agree in writing, the dispute may be submitted to mediation by the State Mediation/Conciliation Service. If the parties so agree, the timelines for submission to arbitration shall be tolled until the mediation process is complete.

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

The Superintendent or designee shall take appropriate action to implement the decision.

---

**COMPLETED BY CSEA**

CSEA, hereby requests that the grievance be submitted to:

- Mediation
- Arbitration
- Arbitration, if mediation not approved

\_\_\_\_\_  
CSEA's Signature

\_\_\_\_\_  
Date

---

**COMPLETED BY SUPERINTENDENT/DESIGNEE**

In the event that CSEA has requested mediation, such request is:

- Approved
- Denied

\_\_\_\_\_  
Superintendent/Designee's Signature

\_\_\_\_\_  
Date

Name of mutually agreed upon arbitrator: \_\_\_\_\_

Date arbitrator selected from State Mediation Services: \_\_\_\_\_

Date of receipt of arbitrator's advisory decision/recommendation (copy attached): \_\_\_\_\_

CC: Human Resources; Immediate Supervisor; Grievance Chair; Grievant