

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS  
RIVERSIDE CHAPTER #506  
AND THE  
RIVERSIDE UNIFIED SCHOOL DISTRICT  
TENTATIVE AGREEMENT**

**September 19, 2024**

This Tentative Agreement (TA) is entered by and between Riverside Unified School District (the "District" or "RUSD") and the California School Employees Association and its Chapter #506 ("CSEA"), collectively, ("the parties"). The District and CSEA meet and negotiate wages, hours, and working conditions.

**The parties agree to the following changes in the CBA, Article X:**

**ARTICLE X  
HOURS OF EMPLOYMENT AND OVERTIME**

10.0 **Workday and Workweek:** The workday shall start from the time directed to report until the end of the assigned time and unit members shall be paid for all time worked. However, unit members who report after the time directed or depart prior to the end of the assigned time may have their pay docked for the amount of time actually not worked unless on an authorized leave as provided for in Article XIII. The workweek of regular full-time employment shall be eight (8) hours per day and forty (40) hours per week. The workweek starts on Monday at 12:01 a.m. Notwithstanding the foregoing, the regular workweek for unit members shall be from Monday through Friday, except as set below. The District may employ persons in bargaining unit positions who have a regular, minimum assignment of less than eight (8) hours per day and/or forty (40) hours per week; such positions shall be deemed "part-time: positions. The District may, through authorized management/supervisory personnel, order and authorize unit members to perform extra work in addition to such unit member's regular, minimum assignment. Extra work so ordered and authorized shall be compensated at the unit member's regular rate of pay, unless such results in overtime as set forth in the Agreement.

10.0.1 The District may assign a workweek different than Monday through Friday under the following circumstances:

- (a) Current unit members who voluntarily consent to such reassignment;
- (b) new unit members may be so assigned initially;
- (c) current unit members may be offered such in lieu of layoff in accordance with the provisions of this Agreement;
- (d) current unit members already so assigned.

10.0.2 **Compressed Workweek:**

- A. **4/10 Workweek:** The District may establish a ten (10) hour-per-day, forty (40) hour-per-week work schedule with four (4) days ("4/10") for unit members. The Association's concurrence must be obtained in order to implement a schedule under this provision.

The overtime rate set forth in Article X of the Agreement for Classified Bargaining Unit shall be paid under the conditions set forth below when this subsection is implemented.

1. All hours the unit member is required to work in excess of ten (10) hours in any regular workday.
2. All hours the unit members are required to work on the fifth (5th), sixth (6th), or seventh (7th) day of the workweek after the completion of four (4) days.
3. Sick leave, vacation, holidays, and other leaves taken while on the compressed workweek shall be charged and paid, when appropriate, on an hour-for-hour basis.
4. All departments may participate in the compressed workweek schedule so long as it would not adversely affect the functions or efficiency of the department. Should the District determine the 4/10 schedule is adversely affecting the functions or efficiency of the Department, it may modify the work schedule upon thirty (30) calendar days written notice to both the Association and the affected unit member(s). The District shall not be arbitrary or capricious in its determination that the 4/10 schedule is adversely affecting the functions or efficiency of the Department.

- B. 9/80 Workweek: The District may establish a nine (9) day, eighty (80) hour-per-two-week work schedule ("9/80") for unit members. When a nine (9) work day, eighty (80) hour-per-two-week work schedule is established, it shall consist of nine (9) workdays, eight (8) of which shall be nine (9) hour days, and one (1) of which shall be an eight (8) hour day. The Association's concurrence must be obtained in order to implement a schedule under this provision.

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The overtime rate set forth in Article X of the Agreement for the Classified Bargaining Unit shall be paid under the conditions set forth below when this subsection is implemented.

1. All hours the unit member is required to work in excess of required workday.
2. All hours the unit member is required to work in excess of eighty (80) hours in any regular two-week work period.
3. All hours unit members are required to work on the fifth (5th), sixth (6th), or seventh (7th) day of the four (4) day workweek, or are required to work on the sixth (6th) or seventh (7th) day of the five (5) day workweek.
4. Sick leave, vacation, holidays, and other leaves taken while on the compressed workweek shall be charged and paid, when appropriate, on an hour-for-hour basis.
5. All departments may participate in the compressed workweek schedule so long as it would not adversely affect the functions or efficiency of the department. Should the District determine the 9/80 schedule is adversely affecting the functions or efficiency of the Department, it may modify the work schedule upon thirty (30) calendar days written notice to both the Association and the affected unit member(s). The District shall not be arbitrary or capricious in its determination that the 9/80 schedule is adversely affecting the functions or efficiency of the Department.

- 10.1 Work year: Twelve (12) month employees' work year assignments will be July 1 – June 30. Upon hire, less than twelve (12) month employees will be assigned a work year depending upon the start and end dates of the designated academic calendar year.

In the event that the need arises, the District may make minor adjustments, up to two (2) weeks in the work year's starting and ending dates, provided that the unit member(s) affected are given reasonable

notice. Such adjustment shall not deprive the unit member of any benefits to which the unit member is entitled to by law.

10.1.1 Less than Twelve (12) Month Work Year: Less than 12 month employees will be provided a Reasonable Assurance Letter no later than 30 days before the last day of the current school year. The letter will include the number of work days and employee's start and end date for the upcoming work year.

**10.2 Change of Work Hours: Whenever the District requires a bargaining unit member work hours to be changed, start and end time can be changed up to thirty (30) minutes in either direction based on the following criteria:**

- a. **A student's schedule, program change or instructional time changes**
- b. **A site's operational or program times are changed**
- c. **The operations and/or services times are impacted by instructional schedule changes**
- d. **Changes can only be made once a year, except when extenuating circumstances with student needs warrant the change**
- e. **The changes will be permanent in nature for the duration of the assignment**
- f. **Change of hours will not be used for discipline or retaliation**

**Before any changes are made the following must occur:**

1. **Administrators will contact the Director or Assistant Director of Classified Personnel in order for the proper protocol to be followed**
2. **The employee must be provided a written two (2) week notice (employee can opt to waive this requirement)**
3. **If schedule changes adversely impact employee, they can request two (2) additional weeks notice (i.e. child/adult care consideration)**
4. **CSEA will be copied on the written notice the employee is provided**
5. **If work hours for an employee need to change more than 30 minutes, the parties will work collaboratively to find a solution**
6. **No unit member shall experience a decrease in hours as part of this change of hours**

10.23 **Overtime Defined:** Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. No one shall order or authorize overtime unless it is compensable as provided herein. Overtime shall be compensated for at one and one-half (1 ½) times the unit member's regular rate of pay.

10.23.1 **Compensation for Overtime:** All hours worked beyond the workweek of five (5) days shall be compensated at the overtime rate commencing on the sixth (6) consecutive day of work. For the purpose of this section, any day in paid status is deemed to be a workday.

All hours worked in excess of eight (8) hours on the sixth (6) or seventh (7) consecutive day shall be compensated at two and one-half (2 ½) times the regular rate of pay.

All compensation for hours worked on holidays designated by this Agreement shall be defined in Section 11.6.

10.23.2 **Authorization of Overtime:** Overtime must be authorized by the District and the authorization must be given in advance of the time worked whenever practicable to serve such authorization. Overtime may be ordered only by supervising management.

- 10.23.3 Assigning of Overtime/Extra Hours: Overtime/extra hour opportunities shall be offered **by job classification** as equally as practical among available ~~qualified~~ unit members in each department or worksite. **In the event no unit member at the department or worksite accepts the overtime opportunity, it shall be offered next to the unit members in the same job classification district wide by seniority.** ~~For purposes of determining equity of overtime/extra hour distribution, a fiscal year review shall apply.~~
- 10.23.4 Overtime - Right of Refusal: A unit member may refuse overtime work, except that when the needs of the District warrant, the supervisor may under reasonable circumstances, direct the unit member to work overtime. The supervisor shall attempt to identify unit members desiring to work overtime before directing a unit member to work overtime when the unit member does not wish to do so.
- 10.23.5 Distribution of Extra Hours to Part-time Unit Members: The District will make continuing reasonable efforts to offer additional daily hours of employment to bargaining unit members in lieu of employing substitutes.
- 10.23.6 Compensatory Time: Compensatory time may be requested by the unit member and authorized by the supervisor in lieu of paid overtime compensation. Whenever compensatory time has been authorized, overtime is calculated as defined in 10.2.1.

Accrued compensatory time may not exceed forty-two (42) straight time hours at any given time and must be taken within six (6) calendar months following the month in which the overtime was worked without impairing the services of the District. Compensatory time off which is not taken within the above period shall be paid for on the unit members' next regular pay warrant. Record of compensatory time shall be maintained on a form developed by the District.

- 10.34 Call-In (Emergency) Time Defined: Call-in time is nonscheduled working time for a guaranteed minimum amount of hours for reporting to work at the District's request, usually in a critical or emergency situation. Call-in time must be ordered and authorized by the unit member's immediate supervisor.
- 10.34.1 Compensation for Call-In Time: A regular unit member who works authorized call-in time shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times his/her regular hourly pay. For any part of any hour worked after the two (2) hour guaranteed minimum, a unit member shall be compensated in minimum quarter (¼) hour increments. It is the responsibility of the unit member's immediate supervisor to differentiate on the time card between call-in time and overtime.
- 10.34.2 Minimum Call-In Time: A unit member called in to work a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours' pay at the appropriate rate of pay under this Agreement. This provision does not apply to unit members on standby duty.
- 10.34.3 Call Back Time: Any unit member called back to work after completion of the regular daily assignment shall be compensated for at least two (2) hours of work at the overtime rate.
- 10.34.4 Voluntary Attendance of District Functions: Unit members who voluntarily attend District functions such as site council meetings, meetings of the P.T.A., or any parent advisory group, budget planning meetings, faculty meetings, or meetings of other groups to which the unit member

is invited but not required to attend shall not be paid for such attendance. Unit members required to attend District functions shall be compensated at the unit member's appropriate rate of pay.

- 10.45 Adjustment of Assigned Time: Unit members whose workday is less than full time shall, whenever practical, be offered increased hours in classification by seniority and work record at their worksite as additional hours become available. **Should no member accept the assignment with the additional hours, the District will follow the procedures outlined in Article 14.2 to fill the vacancy.**

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

- ~~10.5 Temporary Assignment in Higher Class: When a unit member is temporarily assigned to perform the duties of a person in a higher salary range for any period of time which exceeds five (5) working days within a fifteen (15) day calendar period, the unit member shall be paid at the higher classification for the entire period during which the unit member is required to work out of the unit member's classification. The pay step on the higher salary range shall be on the next higher dollar figure above their regular pay, or step 1, whichever is greater.~~

- 10.6 Lunch Period: Unit members shall be entitled to an unpaid, uninterrupted lunch period after the unit member has been on duty for four (4) or more hours. The length of time for such lunch period shall be for a period no longer than one (1) hour nor less than one-half (½) hour and shall be scheduled for full-time unit members at or about the midpoint of each work shift.

10.6.1 A unit member required to work during the unit member's assigned lunch period shall receive pay at the rate of time and one-half (1½) for all the time worked during the normal lunch period or be compensated by either being allowed to complete the remaining portion of the lunch period or permitted to leave the assigned worksite early.

- 10.7 Rest Periods: Unit members working more than six (6) hours per day shall be granted two (2) 15-minute rest periods; unit members working more than four (4), but not more than six (6) hours per day shall be granted one (1) 15-minute rest period. Notwithstanding the foregoing, any unit member assigned exactly four (4) hours per day with one (1) work period of three (3) or more hours shall be entitled to one (1) 15-minute rest period. Rest periods shall, insofar as practicable, be in the middle of the work period(s), and absent unusual circumstances, shall not be scheduled during the first (1) or last hour of the workday. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member.

- 10.8 Voting Time Off: If a unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the unit member is entitled to vote, the District shall arrange to allow sufficient time for such voting by the unit member without loss of pay.

- 10.9 Standby Time: Unit members required to standby for possible emergencies on weekends or holidays or other designated District closure dates shall be paid forty-eight (\$48) dollars daily for each day plus time and one-half (1½) at the unit member's assigned hourly rate for all hours actually worked, with a guaranteed minimum of two (2) hours when the unit member is called to work during the period the unit member is on standby. The two (2) hour minimum time period ends when the unit member signs off on the job and no additional jobs are pending. Unit members required to be on standby during the course of their regular workweek shall be paid a rate of two (\$2) dollars for each hour of required standby time. This stipend shall

be in addition to all other rates of pay. Except for unusual circumstances, a standby time schedule shall be posted ten (10) working days in advance.

- 10.10 Split Shift Differential: Unit members whose assigned shift, **as identified in their Notice of Personnel Action**, contains one (1) or more periods of unpaid time which exceeds one and one-half (1½) hours, including the lunch period, shall be paid a shift differential premium of five (5%) percent above the regular rate of pay. **Split shift differential does not apply to overtime or extra hours.**
- 10.11 Unit Members as Noon Playground Supervisors: When a unit member has an additional assignment as Noon Playground Supervisor, that unit member shall be paid their regular rate of pay for the additional assignment as received for the basic assignment, and the additional time shall be acknowledged by the District as a portion of the unit member's regular assignment in computing the fringe benefit entitlement. Unit members shall be paid their regular rate when substituting for noon playground supervisors.
- 10.11.1 At sites requiring the use of Noon Duty Supervisors, the District shall offer the additional time to qualified unit members of the bargaining unit (who have asked for such additional time) first.
- 10.12 Summer Recess Period Assignments: When work normally and customarily performed by unit members is performed at times when school is in recess, the work shall be offered to unit members in the appropriate classifications but no unit members shall be required to accept such offer.

Whenever there is more than one (1) unit member at a site who is qualified in the appropriate classification for a recess period assignment, the senior unit member shall be given first option. Unit members whose most recent written evaluation has been marked less than satisfactory shall lose their priority hiring status.

A unit member who accepts a recess period assignment in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular work year.

For the purposes of this section such assignments shall be considered regular assignments, and the unit member retains all rights, benefits, and burdens during such assignment. All hours worked in a recess assignment shall be considered hours in paid status for the purposes of seniority, but the additional days worked shall be regarded as only a temporary change in the unit member's work year and failure to continue such employment through a subsequent summer recess shall not constitute a layoff.

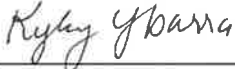
- 10.13 Summer Work Shifts: Whenever possible, without disrupting or interfering with the regular workflow of the District, the start time of the work shifts of unit members may begin earlier than regularly scheduled during summer recess through collaboration between managers and unit members. Individual exceptions to this provision may be made by the District.
- 10.14 Uniforms: Whenever the District requires a bargaining unit member to wear a uniform, the District will furnish sized uniforms appropriate to the gender of the wearer. If uniform shirts are required, the District will provide enough uniforms to each unit member at a rate of at least one uniform per each day worked in a single week. If a uniform consists of outerwear such as windbreakers, overalls or aprons, the District will provide a minimum of one such uniform to each unit member.

Proper maintenance and cleaning of uniforms is the unit member's responsibility. The District will replace the uniform when the uniform is ruined through normal wear and tear that occurs within the scope of the unit member's duties. If the uniform needs repair or replacement due to events that occur outside the scope

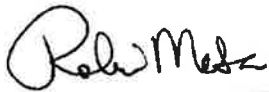
of the unit member's normal duties, the unit members will bear the cost of the repair or replacement. Uniforms shall not be used for off-duty activity by the unit member. All uniforms will remain the property of the District and shall be returned to the District upon separation of employment.

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

FOR THE DISTRICT:



Kyle Ybarra  
Assistant Superintendent, Personnel  
Riverside Unified School District



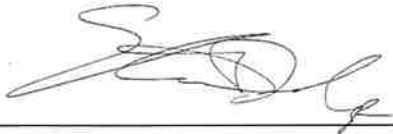
Robin Mesa  
Director V, Classified Personnel  
Riverside Unified School District



Erin Power



Shani Dahl



Steven Dunlap

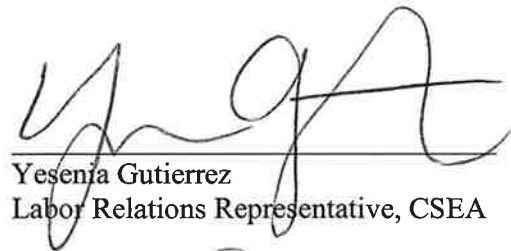


Erica Square

FOR CSEA;



Michael Green  
President, CSEA #506



Yesenia Gutierrez  
Labor Relations Representative, CSEA



Anakarina Garcia



Rebecca Scott



Nina Ingurgio



Jose Ortiz



Joy Hurst

