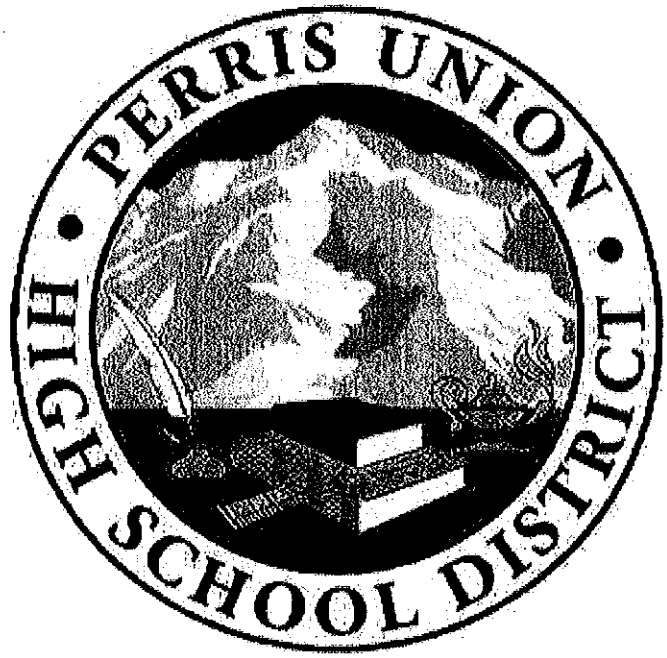


AGREEMENT

between

PERRIS UNION HIGH SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS CHAPTER NO. 469

EFFECTIVE:

July 1, 2010
to
June 30, 2013

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PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of July 2010, by and between Perris Union High School District, hereinafter referred to as the "District," and the California School Employees Association and its California School Employees Association Chapter #469 or its successors, hereinafter referred to as "CSEA" or "Association."

ARTICLE 1

RECOGNITION

1.1 Acknowledgment. The District hereby acknowledges that the California School Employees Association Perris Union High School District Chapter 469 ("CSEA" or "Association") is the exclusive bargaining representative for all classifications and work performed by the classifications described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. A regular unit member is any unit member, whether permanent, probationary, full-time or part-time who is not a restricted, substitute, short term (temporary) or student employee as defined in Education Code 45103.

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

ARTICLE 2

DISTRICT RIGHTS

2.1 Except as limited by the provisions of this Agreement, the District retains its powers and authority to direct, manage and control to the extent permitted by law, including determining its organization; directing the work of its employees; determining the times and hours of operation; determining the kinds, levels and methods of services to be provided; establishing its educational

policies, goals and objectives; insuring the rights and educational opportunities of students; determining staffing patterns and number and kinds of personnel required; maintaining the efficiency of District operations; determining the curriculum; building, moving and modifying facilities; establishing budget procedures and determining budgetary allocation; determining the methods of raising revenue; contracting out work; hiring, classifying, assigning, transferring, evaluating, promoting, demoting, terminating and disciplining unit members; and taking action on any matter, including suspending any articles or portions of articles contained in this Agreement in cases of emergency caused by an Act of God, interference by a third party beyond the control of the District or work action or withholding of services. In the event of the suspension of any such articles or portions of articles, the District agrees to meet and negotiate with regard to such articles or portions of articles, or successor clauses, immediately upon demand by CSEA. Emergencies shall not be declared capriciously or arbitrarily.

2.2 The District may add paraeducators and support personnel to work with handicapped students as required by SELPA and applicable law. These positions may be added following prior notification to the CSEA president. The positions may be eliminated without negotiations when the need for them no longer exists.

ARTICLE 3

CHECK OFF AND ORGANIZATIONAL SECURITY

3.1 Check Off. CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for all deductions required by law and any other plans or programs jointly approved by CSEA and the District. The District shall pay promptly to the designated payee all sums so deducted.

3.2 Dues and Service Fee Deductions.

3.2.1 The District shall, in accordance with CSEA dues and service fee schedule, deduct dues from the wages of all unit members who are currently members of CSEA and who have submitted dues authorization forms to the District.

3.2.2 Each unit member covered by this Agreement who fails voluntarily to acquire or maintain membership in CSEA, shall be required as a condition of continued employment, beginning on the 30th day following the beginning of such employment, to pay to CSEA a service fee as a contribution toward the administration of this Agreement and the representation of such unit members. The service fee shall be in the same amount and payable at the same time as CSEA's regular dues, exclusive of initiation fees. Current schedules may be obtained from the CSEA representative.

3.2.3 Any unit member subject to the provisions of 3.2.1 may terminate his/her obligation to the association within a period of thirty (30) days following the expiration of this Agreement.

3.2.4 The District shall immediately notify the CSEA Job Representative if any unit member revokes a dues authorization.

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

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

3.4 Hold Harmless Clause. CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

ARTICLE 4

UNIT MEMBER RIGHTS

4.1 Unit Member Records.

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

4.1.2 Unit members shall be provided with copies of any derogatory written material five (5) workdays before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material. All material placed in a unit member's file shall be dated and signed by the person who caused the material to be prepared.

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

4.2 Evaluation. The District will make a good faith effort to provide regular unit members with an evaluation near their anniversary date. Probationary unit members will be

evaluated no later than the second and fourth month of their probationary period. If the District should fail to provide an evaluation, such failure shall not be subject to the grievance procedure (for regular or probationary unit members). No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator. Unless the evaluation recommends disciplinary action, any negative evaluation shall include specific recommendations or improvements and, where appropriate, provisions for assisting the unit member in implementing any recommendations made. The unit member shall have the right to review and respond to any derogatory evaluation in accordance with Section 4.1 above. If the evaluation recommends disciplinary actions, the unit member shall be entitled to representation by CSEA at any meeting or interview concerning said evaluation.

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

4.4 Probationary Period. The probationary period for new or promoted unit members shall not exceed six (6) months except as set forth below. The six (6) month probationary period is equal to one hundred thirty (130) days in paid status, including holidays, sick leave and vacation (so long as they do not extend beyond five (5) consecutive work days), irrespective of the number of hours worked per day. Summer school assignments do not count towards meeting the required 130 days in paid status for purposes of completing the probationary period. If a probationary unit member transfers, his or her probationary period will restart unless he or she transfers to a position with the same immediate supervisor. If a probationary unit member's promotional request is

granted, the unit member will not become permanent until the unit member has successfully completed probation in the promotional position. Should the unit member fail to satisfactorily complete probation in the promotional position, the unit member shall be returned to his/her former position and shall receive credit, towards completion of the probationary period, only for the time served in the former position. Probationary periods will automatically be extended by the length of any long-term absences (i.e., over five (5) consecutive working days). The probationary period for a new unit member may be extended up to an additional six (6) months by mutual written consent of the District, CSEA and the affected probationary unit member.

4.5 The District shall act in accordance with all applicable Board Policies and Administrative Regulations.

ARTICLE 5

ORGANIZATIONAL RIGHTS

5.1 CSEA Rights. CSEA shall have the following rights in addition to the rights contained in any other portions of this Agreement:

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

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

5.1.3 CSEA business and activities may be conducted in working areas at reasonable times, provided such business or activity does not interfere with the school programs and/or duties of unit members and will not interfere with the right of unit members to refrain from

listening or speaking with a CSEA representative. Where a school facility is requested, CSEA shall obtain advance permission from the Superintendent or designee regarding the time, place and type of activity or business to be conducted. A reasonable and customary fee may be assessed for expenses incurred by the District related to utilities, security, cleanup and any unusual wear or damage as a result of use of the school facility by CSEA. In accordance with past practice, routine CSEA meetings may be held at District facilities without charge.

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

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

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

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

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

5.2 Distribution of Contract. Within thirty (30) days after the execution of this Agreement, the District shall print or duplicate and provide without charge a copy of this Agreement

to every unit member in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy of this Agreement by the District without charge at the time of employment as set forth below. Each unit member shall be provided by the District without charge a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

5.3 CSEA Informational Packets. Provided the Association keeps the District supplied with the packets, the District shall provide each new unit member with an informational packet prepared by the Association. The District shall notify the President of the Association when additional packets are needed. This packet shall include a copy of this Agreement.

5.4 Governing Board Agendas. The CSEA Chapter President will receive three (3) copies of the Governing Board Agenda (items and motions only, and one (1) complete packet) prior to each Governing Board Meeting. The District shall also provide CSEA with three (3) District directories each year.

ARTICLE 6

JOB REPRESENTATIVES

6.1 Job Stewards. The District recognizes the right of CSEA to designate Job Stewards from among unit members.

6.2 Notification of Steward Designation. CSEA shall notify the District in writing of the names of the Job Stewards and the group they represent. If a change is made, the District shall be advised in writing of such change.

6.3 Job Steward Release Time. The following shall be understood to constitute the basis for granting release time to Job Stewards.

6.3.1 Upon approval of his/her immediate supervisor, a Job Steward may be permitted to leave his/her normal work area during reasonable times in order to assist in preparation

and writing of grievances. The Job Steward shall advise the supervisor of any unit member being contacted, and obtain the approval of such supervisor prior to any conference with such unit member. The Job Steward is permitted to discuss a grievance with unit members immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure. A total of two (2) Job Stewards may be released for a total of four (4) hours per month per steward pursuant to the provisions hereof, which time shall not be accumulated from month to month.

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

6.3.3 A Job Steward shall be granted release time with pay to accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division or other subdivision for which the Job Steward has responsibilities as a Job Steward, upon the request of the CAL-OSHA representative and subject to the approval of the unit member's supervisor, which approval will not be arbitrarily withheld.

6.4 CSEA Officer Release Time. The right to have a total of up to eight (8) hours (non-cumulative) per month paid release time for the CSEA president and vice president to conduct necessary CSEA business. The chapter president shall have the right to designate any unit member to attend necessary CSEA business where the union purchases release time from the District for the attendance of any unit member.

6.5 CSEA Annual Conference. The right to have a maximum of three (3) unit members have up to one week of paid release time to serve as CSEA Chapter delegates to attend the CSEA

annual conference. Only unit member(s) in paid status (e.g., those in summer school, extended year or whose work year coincides with the conference) will qualify for this paid release time.

ARTICLE 7

CONTRACTING BARGAINING UNIT WORK AND USE OF SHORT-TERM AND SUBSTITUTE EMPLOYEES

7.1 Restriction on Contracting Out. During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performable by unit members which will result in the displacement or reduction of regular hours, extra duty assignments, wages, transfer or reassignment of unit members.

7.2 Notice to CSEA. No contract for service which might affect the regular wages, hours, transfer or reassignment of unit members shall be let until CSEA has been provided ten (10) days advance of the award.

7.3 Bargaining Unit Work. No supervisory or management employee may perform any work within the job description of a unit member, which will result in the displacement, reduction of regular hours, transfer or reassignment of any unit member.

7.4 Negotiations. To the extent such contracting out results in a layoff of unit members or results in unit members on layoff not being recalled, CSEA shall have the right, on demand, to negotiate the effects of such contracting out.

7.5 Short-Term Employees.

7.5.1 Definition. The term "short term employee," as used in this Agreement, shall mean any person who is employed to perform a service for the District, upon the completion of which, the service or similar services will not be extended or needed on a continuing basis.

7.6 Substitute Employees. Substitute employees shall be used only to replace unit members who are absent from work or to fill positions for a reasonable period of time after a

bargaining unit position has been vacated and a regular replacement has not been recruited. A reasonable period of time is defined to be no longer than sixty (60) working days, unless a longer period of time has been agreed to by CSEA. It is further specifically agreed that in the event that the definition of "substitute employee" as maintained in the California Education Code as of the date of this Agreement is thereafter modified, such modified statutory definition shall apply herein, even if applicable law would permit the definition herein set forth to remain in effect.

ARTICLE 8

HOURS AND OVERTIME

8.1 Workday and Workweek. The workday and workweek of regular full-time employment shall be eight (8) hours per day and forty (40) hours per week. The District workweek starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight. Notwithstanding the foregoing, the regular workweek for all unit members shall be from Monday through Friday, except as set forth below. The District may employ persons in bargaining unit positions who work 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 administrators, 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 work results in overtime, as set forth below. The regular work year for unit members shall be as set forth in Appendix A.

8.1.1 The District may assign a workweek different than Monday through Friday under the following circumstances: (1) current unit members may voluntarily consent to such reassignment; (2) new unit members may be so assigned; and (3) current unit members may be offered such reassignment in lieu of layoff in accordance with applicable law.

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

8.1.2.1 Unit members who have District extra duty assignments which require them to perform such assignments during their normal work day shall be allowed to revise, with the approval of their immediate supervisors, their schedules to accommodate such assignments.

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

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

8.4 Authorization of Overtime. Authorization must be given in advance whenever practicable. Any disputes as to whether or not overtime was authorized shall be subject to the grievance procedure of this Agreement.

8.5 Assigning of Overtime. The District shall distribute and rotate overtime among the unit members at particular sites and among same job classifications. Overtime rotational boards shall be established and prominently displayed in each department or site. The District shall give a minimum of seventy-two (72) hours notice to unit members of impending overtime whenever the District is aware of the need for such overtime at least seventy-two (72) hours beforehand.

The District will make every effort to use campus supervisors at extracurricular and athletic activities for security purposes. These assignments for campus supervisors will be rotated among available campus supervisors. All hours worked in these assignments will be paid at the unit member's regular overtime rate, if applicable.

8.5.1 Extra Duty Assignments. Plant Supervisors/Site Administrators will be issued a seniority list for all unit members in July of each school year. This list will include name, site, classification and phone number for the unit member. Plant supervisors/site administrators will meet with their campus supervisors and custodians at the beginning of each semester to assign overtime for the semester. Assignments will be issued by using rotating seniority in three separate categories.

a. Master school calendar activities

b. Facilities school calendar activities

c. All last minute activities for both the Master school calendar and Facilities school calendar.

8.5.2 Rotating seniority will flow as follows:

8.5.2.1 For specific types of activities, the following procedure should be followed:

A. For supervision needs, the following procedure will be used to fill all extra duty assignments:

1. Your school site Lead Campus Supervisor and Campus Supervisor I (most senior offered first between the combined classifications)
2. District wide Lead Campus Supervisor and Campus Supervisor I
3. Your school site Campus Supervisor II
4. District wide Campus Supervisor II
5. Your site CSEA unit members
6. District CSEA unit members
7. Substitutes (after steps 1-6 have been exhausted).

B. For custodial needs, custodians at your site, by seniority, will be used first and then you will use the custodian district wide seniority list to fill further opportunities.

C. For clerical needs, all clerical unit members at your site, by seniority, will be used first and then you will use the clerical district wide seniority list to fill further opportunities.

8.5.2.2 If the most senior unit member declines the first activity on the list, the unit member moves to the bottom of the list and the activity is then offered to the next most senior unit member.

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

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

8.5.2.5 Emergency situations, as determined by Administration, will start at the top of the seniority list.

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

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

8.8 Non-Student Days. On any school day during which pupils otherwise have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall

also receive regular pay whether or not they are required to report for duty that day. For example, on School Based Compliance Program ("SBCP") days, if any, where students are not in attendance, all unit members shall receive their regular pay whether or not they are required to report for duty.

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

8.10 Rest Periods. Rest periods for unit members shall be paid, uninterrupted breaks as follows: Seven (7) hour and over unit members: two (2) 15-minute breaks; over five (5) but less than seven (7) hour unit members: one (1) 15-minute break and one (1) 10-minute break; more than three (3) but not more than five (5) hour unit members: one (1) 15-minute break. Rest periods shall be scheduled at or about the midpoint of each work period. One (1) 15-minute break will be given for each three and one-half (3-1/2) hours of overtime worked.

8.11 Reduction in Assigned Time. Any reduction in assigned time shall be accomplished in accordance with applicable law.

8.12 Adjustment of Assigned Time. Any unit member who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. The foregoing provisions shall not apply where the District does not reasonably foresee the need for continuing the extra time beyond a period of

ninety (90) calendar days and so notifies the affected unit member(s) during the initial twenty (20) consecutive working-day period, except that under any circumstances where a unit member's average paid time, excluding paid overtime, exceeds his/her average regular assigned time by thirty (30) minutes or more per working day in any quarter, such unit member shall have his/her regular part-time assignment adjusted upward to reflect the longer hours effective with the next pay period.

8.13 Standby Time. Standby time is duty time, and shall be compensated for at the regular straight time or overtime rate of pay as appropriate under this Agreement.

8.14 Recess Period Assignments. When work normally and customarily performed by unit members is required to be performed by unit members not regularly scheduled to work when school is in recess (e.g., summer), the work shall be offered to unit members in the appropriate classifications as provided in this Section. It is the parties' goal that this procedure will result in the most qualified applicant for the position performing the duties and to equitably rotate assignments among qualified applicants.

8.14.1 Summer school assignments shall be made utilizing the following procedure:

a. If the applicant currently serves in the same classification for which they are applying, they shall receive the assignment.

b. If more than one applicant serves in the same job classification that is being applied for, the one with the most District-wide seniority shall receive the assignment.

c. If there is no applicant in the same classification, then the District shall assign the applicant who is in the same job family (see Appendix A) as the position applied for.

d. If there is more than one applicant in the same job family, the District shall assign the most senior (based on District-wide seniority) of such applicants.

Assignments shall be rotated over a three year period between individuals meeting Criteria a or c. Applicants not currently serving in the classification for which they are applying may be required to test for the position. If none of the individuals testing for the position pass the test, the District may select the individual who receives the highest score on the test or has prior experience in the classification (including substitute work or work in a similar job.) Should these tie-breaking factors be equal, the District will assign the applicant with the most District-wide seniority.

8.14.2 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. In no event shall the unit member's compensation and benefits on a pro rata basis, be less than the compensation and benefits the unit member receives during the regular work year. No prorating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for recess period work bears to the number of hours assigned the unit member during the regular work year.

8.14.3 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 (including summer school) shall be considered hours in paid status for the purposes of seniority.

8.14.4 Eligible unit members performing recess period assignments shall receive longevity pay during the period of the assignment.

8.15 Shift Differential. "Night custodians" shall receive a shift differential of 2.5% of their current salary. A "night custodian" is one who has a regularly assigned shift that ends after 8:00 p.m.

8.16 Compensatory Time Off.

8.16.1 A unit member shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work, unless the overtime is related to use of facilities by a non-District entity or individual, in which case the unit member must take cash compensation and is not entitled to compensatory time off. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 8.4 of this Article.

8.16.2 Compensatory time shall be taken at a time acceptable to the District within three (3) months of the end of the fiscal year in which it was earned. If the compensatory time has not been taken as set forth above, the District shall pay the unit member in cash for all such time.

ARTICLE 9

PAY AND ALLOWANCES

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

9.2 Salary Increases.

9.2.1 If, during the term of this Agreement, the District grants unit members in any other bargaining unit a cost of living percentage salary increase to the salary schedule (excluding increases based on an increased work year) which exceeds the percentage salary increases contained in this Agreement, the District shall adjust the percentage salary increases contained in this Agreement so that they are equal to the percentage salary increase granted to unit members in the other bargaining unit. Moreover, such adjustment shall not be retroactive, notwithstanding the retroactivity of any increase granted to the other bargaining unit.

9.2.2 For the purpose of this Article, the term "bargaining unit" refers to a bargaining unit where a single employee organization has been granted exclusive representation rights pursuant to the Educational Employment Relations Act.

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

9. 3 Paychecks. All regular paychecks of unit members shall be itemized to the maximum extent practicable pursuant to the payroll procedures of the Riverside County Office of Education, including accrued sick leave and vacation entitlements.

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

9.5 Excess Payments. In the event a payroll error results in an excess payment to a unit member, the unit member shall be required to refund the excess to the District as soon as is reasonable under the circumstances, but in no event shall the unit member take more than six (6) months to refund the entire excess.

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

9.7 Promotion. Any unit member receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class which provides an amount at least equal to a one step increase in the unit member's previous range, except that the unit

member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

9.8 Mileage. Any unit member required to use his/her vehicle on District business shall be reimbursed for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business. The rate shall be the Internal Revenue Service per mile reimbursement rate rounded down to the nearest penny. The District will make a good faith effort to reimburse mileage driven on behalf of the District within thirty (30) days after submission of a claim.

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

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

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

9.11.1 For unit members hired prior to July 1, 1979: unit members hired on or before February 1st shall have the immediately preceding July 1st as an Anniversary Base date; unit members hired on or after February 2nd shall have the immediately succeeding July 1st as an Anniversary Base Date.

9.11.2 For unit members hired on or after July l, 1979: unit members hired on or before the 14th day of the month shall have the first day of that month as an Anniversary Base Date; unit members hired on or after the 15th day of the month shall have the 1st day of the immediately succeeding month as an Anniversary Base Date.

9.11.3 Notwithstanding paragraphs 9.11.1 and 9.11.2 above, Noon Duty Supervisors hired prior to November 4, 1993, shall have an Anniversary Base Date of July 1, 1993. Noon Duty Supervisors hired on or after November 4, 1993, shall have their Anniversary Base Dates determined in accordance with paragraph 9.11.2 above.

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

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

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

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

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

ARTICLE 10

UNIT MEMBER EXPENSES AND MATERIALS

10.1 Tools.

10.1.1 The District agrees to provide all tools, equipment and supplies reasonably necessary to unit members for performance of employment duties.

10.1.2 Notwithstanding Section 10.1.1, if a unit member is authorized by his/her supervisor to provide tools or equipment which are the personal property of the unit member for use in the course of employment, the District agrees to reimburse the unit member for the reasonable repair or replacement cost for any damage or loss to such occurring in the course of employment, subject to the provisions of Section 10.2, below.

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

10.2 Replacing or Repairing Unit Member's Personal Property.

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

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

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

10.2.4 All claims under this Section 10.2 shall be made on forms prescribed by the District and shall be forwarded to the Business Office for review.

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

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

10.5 Safety Equipment. The District shall require unit members to use safety equipment reasonably necessary to insure the safety of the unit member or others. The District agrees to furnish such equipment or gear, or to reimburse the unit member for the full cost of procuring such equipment or gear.

10.6 Uniforms. Uniforms are determined to be within the meaning of this Article and are defined as follows: "Uniforms are any wearing apparel of a particular color, design, pattern, or style required to be worn or used by the District in the course of employment." Upon the assignment to any position requiring the utilization of a uniform, the District agrees to bear the cost of providing such, and will maintain them. When the District does so, it may do so subject to reasonable rules relating to dress being established by District. When uniforms are of a wash and wear nature (i.e., they do not require special laundering), unit members will be required to launder them. To reduce the frequency of laundering, the District will issue ten uniform shirts. It is understood that uniforms must be worn at all times while on duty.

10.7 Tuition Reimbursement. The District shall reimburse unit members to a maximum of $125.00 for tuition and required books upon successful completion of any work-related course approved in advance by the District and CSEA. Work-related courses may include courses required for a major in a work-related area, or courses relating to promotional or retraining opportunities within the District.

If the District requests a unit member to take a course, the District shall pay an amount mutually agreed upon by the District and the unit member. If the District requires a course, the District shall pay 100% of all costs.

ARTICLE 11

SAFETY

11.1 Safety Committee. A safety committee shall be formed to periodically review health, safety, sanitation, and working conditions. The committee shall include representatives from each site approved by the principal of that site plus two (2) members appointed by CSEA and two (2) by PSEA. The committee shall make recommendations to the District concerning improvements in health, safety, sanitation, and working conditions.

11.2 Release Time. The unit members of the committee shall be allowed reasonable release time to carry out their obligations under Section 11.1.

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

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

11.4 Unit Member Safety Complaints. Unit member complaints concerning safety matters shall be referred to the committee, which will recommend appropriate action. If the problem is not

resolved within two (2) weeks, or if the District does not comply with the recommendations, the complaint may be submitted directly to the Board in writing. A unit member following this procedure does not waive any rights to other procedures or remedies.

11.5 New and/or Unfamiliar Work Conditions. In accordance with the District's Injury Prevention Program, no unit member shall be required to work on or with new technology, an unfamiliar machine or unfamiliar chemicals, until instruction and training in their operation have been provided.

ARTICLE 12

RETIREMENT, HEALTH AND WELFARE BENEFITS

12.1 Benefits. Unit members shall receive benefits according to the attached Appendix B.

12.2 Insurance Committee. An insurance committee shall be formed to periodically review pertinent programs for the unit members.

ARTICLE 13

HOLIDAYS

13.1 Scheduled Holidays. The District agrees to provide all unit members with the following paid holidays:

13.1.1 New Year's Day

13.1.2 Martin Luther King Day

13.1.3 Lincoln Day

13.1.4 Washington Day

13.1.5 Spring Vacation Day — one Friday during spring recess

13.1.6 Memorial Day

13.1.7 Independence Day

13.1.8 Labor Day

13.1.9 Admission Day (as set by the District)

13.1.10 Veteran's Day

13.1.11 Thanksgiving Day — the Thursday proclaimed by the President and following Friday

13.1.12 Christmas Eve

13.1.13 Christmas Day

13.1.14 New Year's Eve

13.2 Additional Holidays. Every day appointed by the President or Governor of this state as a public fast, thanksgiving, or holiday, as provided for in Education Code 37220, or any day declared a holiday by the Governing Board under the Education Code, shall also be a holiday, provided that it is clearly the intent of the President, Governor or Governing Board to give school district unit members a paid day off.

13.3 Holiday Eligibility. Except as otherwise provided in this Article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

13.3.1 Unit members who are not normally assigned to duty during the school recesses during which Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and/or Spring Vacation Day fall, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period. Notwithstanding the foregoing, Paraeducators assigned to year round education will be granted a minimum of thirteen (13) paid holidays over the course of the school year.

13.4 Weekend Holidays. Holidays falling on weekend days shall be adjusted according to the provisions of the Education Code.

13.5 Calendar. Prior to the Board adopting a calendar, the parties shall negotiate, to the extent required by law, outside of the normal negotiations cycle with respect to the establishment of the school calendar and setting of holidays.

ARTICLE 14

VACATION PLAN

14.1 Eligibility. All unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis (July 1 to June 30).

14.2 Paid Vacation. Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the unit member, the paid vacation may be granted in the fiscal year in which it is earned. A maximum of the equivalent of one (1) fiscal year vacation may be carried forward.

14.3 Accumulation. Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:

14.3.1 From the first month through the fifth year of service, vacation time shall be earned and accumulated at the rate of one (l) day of vacation for each month of service, not to exceed twelve (12) days per fiscal year.

14.3.2 Beginning with the sixth year through the tenth year of service, vacation time shall be earned and accumulated at the rate of 1.25 days of vacation for each month of service, not to exceed fifteen (15) days per fiscal year.

14.3.3 Beginning with the 11th year through the 15th year of service, vacation shall be earned and accumulated at the rate of 1.50 days of vacation for each month of service, not to exceed eighteen (18) days per fiscal year.

14.3.4 Beginning with the 16th year through the 19th year of service, vacation time shall be earned and accumulated at the rate of approximately 1.67 days of vacation for each month of service, not to exceed twenty (20) days per fiscal year.

14.3.5 Beginning with the 20th year of service, vacation time shall be earned and accumulated at the rate of 1.83 days of vacation for each month of service, not to exceed twenty-two (22) days per fiscal year.

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

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

14.5 Vacation Pay Upon Termination. When a unit member is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

14.6 Vacation Postponement.

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

14.6.2 If for any reason a unit member is not permitted to take all or any part of his/her annual vacation, the amount not then taken shall, at the option of the unit member, be accumulated for use in the following year or be paid for in cash.

14.7 Holidays. When a holiday falls during the scheduled vacation of any unit member, such unit member shall be granted an additional day of vacation with pay for each holiday falling within that period.

14.8 Vacation Scheduling. Except under extenuating circumstances, unit members shall submit their vacation requests as soon as possible, but no later than ten (10) working days in advance of the desired vacation. The unit member's supervisor shall respond in writing to the request within three (3) working days. If the request is denied, the response shall set forth the reasons for the denial. Vacations shall be scheduled at times requested by unit members so far as possible within the District's work requirements. Subject to such requirements, if there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greatest bargaining unit seniority shall be given his/her preference.

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

ARTICLE 15

LEAVES

15.1 Bereavement. Unit members shall be granted necessary leave, not to exceed three (3) days, or five (5) days if one-way travel in excess of two hundred fifty (250) miles or out-of-state travel is required, on account of the death of any member of his/her immediate family. (However, if

the death should be any member of the immediate family or domestic partner residing in the unit member's household, unit member shall be granted five (5) days of bereavement leave.) No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other Sections of this Agreement or provided by the District or law. The benefits of this Section may be enlarged by the personal necessity and/or general leaves sections of this Article. Members of the immediate family, as used in this Agreement, means the mother, father, grandmother, grandfather, grandchild, step-mother or step-father of the unit member or the spouse of the unit member. Also included are the father or mother of a dependent child, and the spouse, son, son-in-law, daughter, daughter-in-law, step-child, brother or sister of the unit member, or any other relative living in the immediate household of the unit member.

15.2 Judicial and Jury Duty Leave.

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

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

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

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

15.4 Sick Leave.

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

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

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

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

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

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

15.4.7 In accordance with Article 15.11, below, a unit member may use (as set forth in Section 15.4.1) or the District may require that sick leave be used to provide pay during an otherwise unpaid family and/or pregnancy disability leave.

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

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

15.4.10 Extended Illness Leave. The District agrees to maintain a rule which provides that a regular unit member shall once a year be credited with a total of one-hundred (100) working days of paid sick leave, including the days to which unit members are entitled pursuant to Articles 15.4.1 through 15.4.8, above. Days of paid sick leave in addition to those required by Articles 15.4.1 through 15.4.8 shall be compensated at fifty percent (50%) of the unit member's

regular salary. The paid sick leave authorized under this Article 15.4.9 shall be exclusive of any other paid leave, holidays, vacation or compensatory time to which the unit member may be entitled, and shall not accumulate.

15.4.11 Perfect Attendance Bonuses. A unit member may qualify for certain bonuses if the unit member has had no unauthorized absences and taken no sick leave during the applicable fiscal year (July 1 to June 30). To qualify, a unit member must be employed with the District for the entire work year as defined by his/her classification. The bonuses are as follows:

a. Beginning with the first to fifth year of service, a unit member who did not have any unauthorized absences or take any sick leave shall receive $100.00 at the conclusion of the fiscal year. In the event a unit member missed one (1) day of work during this period due to an unauthorized absence or sick leave, such unit member shall receive $50.00 at the conclusion of the fiscal year.

b. Beginning with the sixth to 14th year of service, a unit member who did not have any unauthorized absences or take any sick leave shall receive $150.00 at the conclusion of the fiscal year. In the event a unit member missed one (1) day of work during this period due to an unauthorized absence or sick leave, such unit member shall receive $75.00 at the conclusion of the fiscal year.

c. Beginning with the fifteenth (15th) year of service, a unit member who did not have any unauthorized absences or take any sick leave shall receive $200.00 at the conclusion of the fiscal year. In the event a unit member missed one (1) day of work during this period due to an unauthorized absence or sick leave, such unit member shall receive $100.00 at the conclusion of the fiscal year.

15.5 Industrial Accident and Illness Leave.

15.5.1 Leaves for industrial accident or illness are subject to the following provisions:

a. Allowable leave shall be for sixty (60) working days in any one (1) fiscal year for the same accident.

b. Allowable leave shall not be cumulative from year to year.

c. Industrial accident or illness leave will commence on the first day of absence.

d. Payment for wages lost on any day shall not, when added to an award granted the unit member under applicable Workers' Compensation laws, exceed the normal wage for the day.

e. Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

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

15.5.2 The industrial or illness leave of absence is to be used in lieu of entitlement under the sick leave provisions of this Agreement. When entitlement to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used; but if a unit member is receiving Workers' Compensation benefits, the unit member shall be entitled to use only so much of the unit member's accumulated or available sick leave, accumulated compensating time, vacation or

other available leave which, when added to the workers' compensation award, provides for a full days wages or salary.

15.5.3 Additional leave of absence due to industrial accident or illness may be provided for under the special leave provisions of this Agreement; during such leave, the unit member may return to the person's position without suffering any loss of status or benefits.

15.5.4 Periods of leave of absence for industrial accident or illness, paid or unpaid, shall not be considered to be a break in service of the unit member.

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

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

15.5.7 In order to qualify for the benefits of industrial accident or illness leave, the unit member must have served with the District for a period of twelve (12) months. For the purposes

of this Section, twelve (12) months of service means that the unit member must have been a regular permanent or probationary unit member of the District for one full calendar year prior to the first day of absence, except that all prior service in a regular permanent or probationary capacity shall be credited in the case of a unit member with one or more periods of broken service.

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

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

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

15.7 Break in Service.

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

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

15.7.3 Upon return, all time during which a unit member is in involuntary unpaid status during personal or industrial accident leave shall be counted for seniority purposes not to

exceed thirty-nine (39) months. During such time, the individual will not accrue vacation, sick leave, holidays or other benefits.

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

15.8 Personal Necessity Leave. Earned leave for illness or injury may be used, at the unit member's election, for purposes of personal necessity as defined below, provided that use of such personal necessity leave does not exceed eight (8) days in any school year unless otherwise authorized in writing by the Superintendent. The Superintendent will consider authorizing such extended personal necessity leave only for exceptional circumstances such as the serious, extended illness of a unit member's immediate family member or the complete destruction of a unit member's home by fire.

15.8.1 The death of a member of the unit member's immediate family when additional leave is required beyond that provided in Section 15.1 of this Article.

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

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

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

15.8.5 Unless the personal necessity is of an extremely sensitive nature, the unit member must obtain prior written approval from the appropriate management person, except in circumstances outlined in 15.8.1 or 15.8.2 above. Should those circumstances arise, the unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

15.8.6 Under all circumstances a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth above, and shall submit such verification or proof as is deemed appropriate by the Superintendent or designee.

15.9 Personal Discretion. Each unit member shall be entitled to utilize two (2) days of their personal necessity leave per year, non-cumulative, for personal discretion based solely on verification by the unit member that the leave is serious in nature, involves circumstances that the unit member cannot reasonably ignore, and requires the unit member's attention during normal working hours. Such leave may not be used for the extension of a holiday vacation, but may be used to appear in court as a litigant or for paternity leave. The unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

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

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

15.11 Family and Pregnancy Disability Leave.

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

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

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

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

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

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

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

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

15.11.9 Additional Information. For more information and/or a copy of the District's comprehensive policies regarding family and pregnancy disability leave, unit members should contact Human Resources.

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

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

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

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

15.12.4 The School Board or designee shall determine that the unit member is unable to work due to the unit member's or his or her family member's catastrophic illness or injury, and that the unit member has exhausted all accrued paid leave. When such verification and determination has been made, the School Board or designee may approve the transfer of accrued vacation and sick leave credits.

15.12.5 The Superintendent or designee shall inform unit members of the means by which donations may be made in response to the unit member's request.

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

15.12.7 Donated leave shall be changed to its cash value and then credited to the recipient in equivalent hours at the recipient's base hourly rate of vacation or leave.

15.12.8 Benefiting unit members may use donated leave credits for a maximum of twelve (12) months. Benefiting unit members shall use any leave credits that he or she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. Upon expiration of the twelve (12) month period, any remaining donated leave will be placed in a pool for the exclusive use of other unit members. The District will provide a report to the CSEA Chapter President once every two (2) years on the pool balance.

15.12.9 Unit members may donate leave credits to certificated employees, so long as such donations are not prohibited by applicable laws or regulations.

15.12.10 The Superintendent or designee shall ensure that all donations are confidential.

ARTICLE 16

TRANSFERS

16.1 Definition. Transfer shall mean a change of unit member assignment that results in a change of the unit member's assigned work site or work shift without a change in classification.

16.2 Rights. Unit members may be transferred or may request to be transferred to positions for which they are qualified provided such is in the same salary range or classification. If any transfer is challenged by the unit member as being for punitive reasons, the unit member has the right to subject the transfer to the grievance procedure or the discipline procedure, but in either event all issues shall be resolved in a single procedure (grievance or discipline).

16.3 Voluntary Transfers.

16.3.1 A voluntary transfer is one which is sought by a unit member. A unit member seeking a voluntary transfer may be denied said transfer on the basis of poor job performance as evidenced by an overall below average or unsatisfactory rating on the two (2) most recent performance evaluations, unjustified excessive absenteeism as determined by the Chief Human Resources Officer or Designee, and/or disciplinary action taken against them within the last year of the date of the posted vacancy. Among eligible unit members, the most senior unit member (as determined pursuant to Section 19.1.4 of the Agreement) shall be granted the transfer. The unit member shall be notified of the transfer and required to schedule a meeting with the unit member's supervisor to review the supervisor's expectations for the new assignment. The meeting should be set up no later than seven (7) days after the unit member has been notified of the transfer. The unit member may withdraw the transfer request within twenty-four (24) hours of his meeting with the supervisor by providing written notice of such withdrawal to Human Resources. A unit member accepting a voluntary transfer shall not be eligible to transfer for six (6) months from the effective date of the transfer.

16.3.2 The filing of a request for transfer shall not jeopardize the unit member's current assignment. A request for transfer may be withdrawn by the unit member making it at any time, unless a commitment for replacement has been made by Human Resources or more than twenty-four (24) hours have expired since the meeting between the unit member and his supervisor as set forth in Section 16.3.1.

16.3.3 Where an open position would result in an increase in hours for an applicant, whether or not it would be a transfer, the provisions of 16.3.1 shall apply.

16.4 Involuntary Transfers.

16.4.1 An involuntary transfer is one not sought, requested or agreed to by the unit member transferred. If two (2) or more unit members are considered for a transfer, all other factors being reasonably equal, the least senior unit member being considered shall be selected. For purposes of this Section, seniority shall be considered to be seniority within a class, as set forth in Article 19.1.4.

16.5 Notices. Vacancy notices for any positions included in the bargaining unit covered by this Agreement shall be posted at the school sites in accordance with Section 17.2.1, below. In approximately June of each school year, unit members will be sent an "interest form," in lieu of individual notices to all incumbents, where they can indicate any transfers they would like to be considered for. Unit members are to promptly return these forms to Human Resources.

16.6 Reassignment of Unit Member Because of Illness or Injury. A unit member who is determined by the District to be incapable of performing the duties of his/her class because of illness or injury may be assigned duties which he/she is capable of performing or for which he/she may be expected to acquire the necessary ability after a reasonable program of in-service training, should such position be reasonably available. If the unit member is assigned to a position allocated to a lower salary range, he/she shall be placed on the step of the range which will be equal to or closest to

the amount earned in his/her prior position provided that the unit member shall not receive a wage increase under such circumstances.

ARTICLE 17

PROMOTION

17.1 Definition. A promotion is a change in the assignment of a unit member from a position in one classification to a position in another classification with a higher maximum salary rate, or to a position with a greater annual salary (e.g., an increase in hours and/or days worked in a year) even if there is no change in classification. This Article applies only to promotions within the bargaining unit. The District shall continue to provide notice of promotions available to other individuals within the classification as they have in the recent past. This includes mailing notice of vacancies to unit members' address of record during summer break.

17.1.1 First Consideration. To the extent consistent with the District's affirmative action program, unit members shall receive consideration in filling any job vacancy which can be considered a promotion after the announcement of the position vacancy.

17.1.2 Filling of Vacancies. In considering unit members for a promotional vacancy, skills, experience, abilities, test results and job performance records will be the deciding factors. If there are no appreciable distinguishing differences between candidates, preference shall be given to the senior unit member applicant. A written procedure will describe the process for in house promotions for unit members.

17.1.3 Interviews. The District shall select an interview panel that will include at least one (1) person in the same or related classification as the position for which the promotion is available. In selecting the interview panel the District will, whenever possible, consider choosing panel members from list of three (3) names that the unit President will provide District Administration. The panel will review the promotional process prior to the interview. The Chief

Human Resources Officer or designee, will determine the number of candidates who will be interviewed but in the case of unit members, all who pass the test will receive an interview. All interview questions will be job related and remain confidential. Before Administration makes a decision, the interview panel will dialogue regarding the recommendations that the panel makes. Regardless of the recommendation by the interview panel, the Administration has ultimate discretion to choose who is selected for the promotion. If there are no appreciable distinguishing differences between candidates, preference shall be given to the senior unit member applicant. After a selection is made, upon an unsuccessful unit member candidate's request, the Chief Human Resources Officer, or designee will meet with the candidate to review why the candidate was not chosen for the promotional position.

17.1.4 Trial Period.

a. Unit members promoted should demonstrate within a fair trial period that they can perform the work satisfactorily and maintain the standards established for the job. If it is determined within such period, which shall not exceed the probationary period, that a unit member cannot perform the duties of the position, such unit member shall be returned to his/her former position.

b. If a probationary unit member's promotional request is granted, the unit member will not become permanent until the unit member has successfully completed probation in either the promotional or original position. Should the unit member fail to satisfactorily complete probation in the promotional position, the unit member shall be returned to his/her former position and shall receive credit, towards completion of the probationary period, only for the time served in the former position.

17.2 Posting of Notice.

17.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site.

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

17.3 Notice Contents. The job vacancy notice shall include at least the job title, salary range, a brief description of the position, duties, the assigned work hours and intended initial job site.

17.4 Filing. Any unit member may apply for the vacancy by complying with the application procedures used for all applicants. Any unit member on leave or vacation may authorize his/her CSEA Representative to apply on the unit member's behalf.

17.5 Certification of Applicants. Following completion of the filing period, Human Resources shall notify each applicant of his/her standing.

ARTICLE 18

CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

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

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

18.3 Inconsistent Duties; Compensation. Whenever the duties actually performed by an incumbent in a position are not actually reflected in, or reasonably related to, the specific statement

of duties required to be performed as set forth in the job description for the position, the unit member shall be reclassified, or granted pay for work out of classification, in accordance with the criteria and procedure set forth below. This provision is not intended to apply to the situation that exists when a unit member is responsible for all (or a majority of) the duties of a higher classification. In that event, such unit member shall be entitled to the higher rate of pay for all time worked in such higher classification (computed on a daily basis).

18.3.1 Short Term. Where the duties performed are not fixed and prescribed for the position or reasonably related to those fixed and prescribed for the position, and where those duties, upon the completion of which, such duties or similar duties will not be extended or needed on a continuing basis, the unit member shall be entitled to an upward salary adjustment in an amount which will reasonably reflect the duties which the incumbent performed. The incumbent shall be entitled to such upward adjustment for the entire period such temporary duties were performed, provided that the assignment was for a period of at least five (5) working days during any fifteen (15) calendar-day period. It is the intent of this section to permit the District to temporarily work unit members outside their normal duties but in so doing to require that some reasonable additional compensation be provided the unit member during such temporary assignment.

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

18.3.3 Procedure. The Grievance Procedure of this Agreement shall be utilized for claims for pay for work out of classification. If, at any level of the Grievance Procedure, the parties

agree that the issue is reclassification, the time limits in the Grievance Procedure shall be tolled to allow the parties to meet and negotiate a reclassification. Should negotiations be unsuccessful, the Association has the option to continue to pursue the Grievance Procedure.

18.3.4 Reclassification Requests. If a unit member determines to file a request for reclassification, such request may be filed with the District on a form agreed upon between CSEA and the District not later than February 1 of each year. The unit member must send a copy of the form to CSEA. Thereafter, the District will review this request and consult with the Association regarding the request to determine the merits of conducting a formal study. If the District and the Association agree that a reclassification study would be appropriate, the matter will be submitted to the reclassification study process.

Following February 1, Human Resources will conduct a formal classification study of the position, and complete such study not later than May 31. If both CSEA and the District agree, after reviewing the study findings, that reclassification is appropriate, the matter will be forwarded to the Board with a joint recommendation for approval. The incumbent shall be notified in writing of the disposition of the request for reclassification.

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

18.4 New Classification. In the event that the District hereafter creates a new job classification or substantially changes the duties of an existing classification to which this Agreement applies, the District and CSEA shall meet to negotiate with regard to whether or not such

position is to be included within the bargaining unit and the rate of pay to be assigned to such position if the parties agree that the position is to be included within the bargaining unit. In the event there is a dispute as to whether or not the position is to be included within the bargaining unit, either party may petition the Public Employment Relations Board for Unit Clarification. If there is a dispute as to the appropriate rate of pay to be assigned the position, CSEA may invoke the Grievance Procedure of this Agreement, commencing such at Level IV.

18.5 Salary Placement of Reclassified Positions. When a position or class of positions is reclassified, the position or positions shall be placed at a minimum, on the step of the new range which will result in a salary increase.

18.6 Incumbent Rights. When an entire classification of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.

18.7 Downward Adjustment. Any involuntary downward adjustment of any position or class of positions shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of this Agreement.

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

ARTICLE 19

LAYOFFS

19.1 Definitions.

19.1.1 "Layoff." An involuntary separation from district service due to lack of work or a lack of funds.

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

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

19.1.4 "Seniority." For purposes of this Article, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis. Seniority, within a class, shall be calculated by time worked within classifications of higher, equal or lower ranking in which the unit member is serving, or has served.

19.2 Procedure. Whenever a unit member is laid off, the order of layoff within the classification shall be determined by length of service within the classification. The unit member who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first. Reemployment shall be in the reverse order of layoff. Unit members who are laid off shall exercise bumping rights, based on seniority, into any equal or lower classification previously held, or into any classification not previously held, within their current class or a class where the unit member has previously served, provided that the classification into which the unit member is bumping is equal or lower than that classification in which the unit member is serving, and provided further that the unit member's current or previously held classification required all of the job qualifications required for the classification the unit member is bumping into. It is the purpose of this provision to permit bumping into classifications previously held by the unit member, and into classifications so closely related to classifications previously held that the unit member was

considered to have all the qualifications required for that position. For example, a Secretary II could exercise bumping rights to a Junior Clerk position, but not to an Paraeducator position, if the Secretary II had never served in either position. Merely because a position is within the same class does not mean any unit member in a higher classification in that class could bump into it based on seniority.

19.3 Notification to CSEA. Layoff procedures will be conducted in accordance with applicable law.

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

19.5 Seniority Roster. The District shall provide CSEA with a relevant seniority roster prior to implementation of layoff.

19.6 Ties in Seniority. In the event of identical seniority pursuant to the appropriate subsections above, seniority shall be determined by lot. The Association shall have the right to designate a member of its executive board to witness the drawing by lot.

19.7 Reemployment Rights.

19.7.1 A unit member who has been laid off is eligible for reemployment in the class from which he/she was laid off for up to thirty-nine (39) months and shall be reemployed in preference to new applicants. Reemployment shall be in the reverse order of layoff without regard to number of hours assigned at the time of layoff. (See Education Code section 45308.) A unit member on layoff has the right to apply for any promotional positions within the thirty-nine (39) month period. A unit member who takes a voluntary demotion in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility for reemployment for an additional twenty-four (24) months, provided that the same tests of fitness for the class still apply. (See Education

Code section 45298.) Unit members who have been laid off shall be given priority over current substitutes who are not affected by layoff, regardless of classifications. Such employee must meet the minimum qualifications in order to substitute.

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

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

ARTICLE 20

DISCIPLINE

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

a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

b. Incompetency.

c. Inefficiency.

d. Neglect of duty.

e. Insubordination.

f. Dishonesty.

g. Drinking alcoholic beverages and/or the use of drugs, controlled substances, or narcotics while on duty or in such close time proximity thereto as to cause any detrimental effect upon the unit member or upon unit members associated with him/her.

h. Use and/or addiction to controlled substances.

i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the unit member's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

j. Absence without leave.

k. Abandonment of position.

l. Immoral conduct.

m. Discourteous treatment of the public, students, or other employees.

n. Improper political activity.

o. Willful disobedience.

p. Misuse of district property.

q. Violation of district, Board or departmental rule, policy or procedure.

r. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the unit member's classification specification or otherwise necessary for the unit member to perform the duties of the position.

s. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

t. No person who is a member of an organization which advocates support of a foreign government in case of hostilities shall hold office or employment under the State of California or its subordinate governments.

u. Physical or mental disability, which disability precludes the unit member from the proper performance of his/her essential functions as determined by competent medical authority, except as otherwise provided by a contract or by law regulating retirement of unit members.

v. Unlawful retaliation against any other district officer or unit member or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

20.1.1 The Closed Circuit Television ("CCTV") System, which is used primarily to support security measures, shall not be used for observing, monitoring or evaluating a unit member's performance or discipline. However, if a unit member is suspected to be involved in criminal activity or violation of District rules and regulations and the unit member's actions are captured on the CCTV videotapes during routine surveillance, the CCTV-videotapes can be part of the investigative process.

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

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

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

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

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

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

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

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

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

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

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

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

20.4.1 Prior to a written reprimand, other than an annual scheduled performance evaluation being placed in a unit member's personnel file, the affected unit member shall have the right to a conference with the supervisor issuing the reprimand. The unit member may, at his/her request, be represented by a CSEA Steward at this conference.

20.4.2 The unit member shall have five (5) days from receipt of the reprimand to file a written rebuttal which shall be attached to the reprimand if it is placed in the unit member's personnel file. This five (5) day time limit may be waived by mutual agreement of the parties.

20.5 The parties agree that in circumstances where the conduct of a unit member is reasonably believed to constitute a threat to the person or property of the District, its unit members, or students, such justifies an immediate suspension without notice.

20.6 At any investigatory interview which a unit member reasonably believes may lead to discipline, the unit member shall have the right, upon request, to be represented by CSEA.

ARTICLE 21

GRIEVANCE PROCEDURE

21.1 Definitions. A "grievance" is a formal written allegation by a grievant that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

A "grievant" may be any unit member or the Association.

A "day" is a day that a unit member is in paid status, excluding holidays, unless the unit member is on unpaid leave. In such case, "day" is any day the District Office is officially open for business.

The "immediate supervisor" is the lowest level manager/supervisor having jurisdiction over the grievant who has been designated to adjust grievances.

21.2 Right to Representation. The grievant has the right to have a representative present at any level of the grievance procedure beyond the informal level.

21.3 Informal Level. Before filing a formal written grievance, the grievant may elect to attempt to resolve it by an informal conference with his/her immediate supervisor. The grievant may, in the alternative, commence the grievance procedure at Level I, below.

21.4 Formal Level.

Level I. Within ten (10) 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 present his/her grievance in writing on the appropriate form to the unit member's immediate supervisor or his/her designee. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, if applicable, the specific remedy sought and the section of this Agreement alleged to have been violated.

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

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

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

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

Level IV. If the grievant is not satisfied with the disposition of the grievance at Level III or if no written decision has been rendered within five (5) days after the grievant has filed with the Superintendent or designee, CSEA may, within five (5) days after receipt of a decision by the Superintendent or designee or within five (5) days of the expiration of the response period mentioned above, request in writing to the Superintendent or designee that the District submit the grievance to arbitration.

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 parties will develop a list of mediators that can be used in the process. If the parties are unable to agree on a mediator, the matter will go forward to arbitration if either party so desires.

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

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 this Agreement, and shall not amend, modify, nullify, nor ignore the provisions of this Agreement. The decisions 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.

21.5 No Reprisal. No reprisals shall be taken against any party participating in the grievance procedure herein by CSEA or the District.

21.6 Notice of Resolution. Prior to the resolution of any grievance at Level III, above, CSEA shall receive a copy of the grievance and the proposed resolution and shall be given the opportunity to file a response.

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

21.8 Forms. Grievance forms shall be prepared by the District within a reasonable time and will be made available to unit members at the immediate supervisor's office.

21.9 Early Resolution. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to a grievant, the time limits set forth herein may be reduced by mutual agreement of the parties in interest so that the procedure may be exhausted prior to the end of the school year, or as soon as is practicable.

21.10 Time Limits. The time limits herein may be extended by mutual agreement.

21.11 Witnesses. The District shall release, without loss of pay, witnesses who are unit members of the District and whose testimony is reasonably required at a grievance hearing, for the amount of time reasonably required for the witness to appear and testify at such hearing.

ARTICLE 22

NEGOTIATIONS

22.1 Notification and Public Notice. If either party desires to alter or amend this Agreement, it shall, within one hundred twenty (120) days, but no later than thirty (30) days, prior to the end of the applicable school years set forth in the Duration Article, provide written notice and a proposal to the other party.

22.2 Commencement of Negotiations. Within a reasonable period of time, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

22.3 Impasse. If the parties are not able to agree upon terms of a new agreement within a reasonable period of time, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board.

22.4 Release Time for Negotiations. CSEA shall have the right to designate five (5) unit members, who shall be given reasonable release time, as required by law, as needed to prepare for and participate in negotiations. Requests for release time must be submitted in writing in advance.

22.5 Ratification of Additions or Changes. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 23

CONCERTED ACTIVITIES

23.1 Concerted Action Pledge. It is expressly agreed by both parties that there will be no strike, work stoppage, slowdown, job action, picketing in conjunction therewith, or refusal or failure to perform fully all job functions and responsibilities, nor will there by any concerted action or other such interference with the operations of the District, by CSEA or by its officers, agents or members during the term of this Agreement, including compliance with the request of other union organizations to engage in such activity.

23.2 Compliance. CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make reasonable efforts toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, concerted action or other such interference with the operations of the District by unit members who are represented by CSEA, CSEA agrees in good faith to take all reasonably necessary steps to cause those unit members to cease such action.

23.3 No Lockout. During the term hereof, the District will not lockout unit members covered by this Agreement.

ARTICLE 24

NO DISCRIMINATION

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

ARTICLE 25

SEVERABILITY

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

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

ARTICLE 26

EFFECT OF AGREEMENT

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

ARTICLE 27

COMPLETION OF MEET AND NEGOTIATE

27.1 Except as provided in Article 29, during the term of this Agreement, the Association expressly waives the right to meet and negotiate with the District with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they met and negotiated on, and executed this Agreement.

27.2 IBB. The parties will continue to utilize the interest based bargaining method for negotiations.

ARTICLE 28

STATUTORY OBLIGATIONS

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

28.2 Nonapplicability of Grievance Procedure. The provisions of this Article shall not be subject to the grievance procedure, and "grievances," as defined in this Agreement, may not be addressed by the procedures set forth in this Article.

28.3 Complaint Procedure. A written complaint alleging a violation of this Article may be filed with the Superintendent. Such complaint must be submitted within twenty (20) days after the act or omission giving rise to the complaint. The Superintendent or designee shall respond within twenty (20) days after receipt of the written complaint. If the complainant is not satisfied with the

written response, the Association may file with the Superintendent's office, a written request for advisory arbitration of the dispute within ten (10) days after receipt of the written response.

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

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

28.6 Cost of Hearing. The costs of the arbitration hearing, including the arbitrator's fees, shall be borne equally by the District and the Association.

28.7 Time Requirements. The term "day," as used in this Article, shall mean a day in which the District Office is open. The failure to file a complaint or request arbitration within the timelines set forth above shall be deemed a waiver of the complaint.

ARTICLE 29

DURATION

29.1 Length of Agreement. This Agreement shall remain in full force and effect from July 1, 2010 until June 30, 2013, and from year to year thereafter unless alterations or amendments are requested in writing in accordance with the Negotiations Article. Finally, during the three (3) year term, both parties may reopen the Agreement in each year to negotiate salary and health and welfare benefits and one (1) Article. In order to reopen on any of the above referenced matters, the parties shall follow Article 22.1.

PERRIS UNION HIGH SCHOOL DISTRICT

By: Leslie F. Ventuleth
Leslie F. Ventuleth
Chief Human Resources Officer

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #469

By:
Adam Weinberger
Chapter President

Claudia Davis
Clerical

Jan Meyer
At-Large Position

Alvin Hill
Community Service

James Kelly
Maintenance & Operations

Marti Harris
Labor Relations Representative

Appendix A

PERRIS UNION HIGH SCHOOL DISTRICT

CLASSIFIED JOB CLASSIFICATIONS, SALARY RANGE AND WORK YEAR ASSIGNMENT

CLASSIFICATIONS

CLERICAL SERVICES

Title	Range	Work Year	Work Days
Account Clerk I	20	A, B	246, 222
Account Clerk II	18	B	222
Account Technician	28	A	246
Atten Tech/Health Aide	18	A, F, G	246, 194, 192
Atten Tech/Reg/Health Aide/Bil	19	C,G	213, 192
Attendance Technician	17	A, F, G	246, 194, 192
Career Center Clerk	16	I	181
Categorical Project Clerk	15	A, F, G, H, I	246,194, 192, 184, 181
Clerk, Intermediate	14	A, E, G, H	246, 200, 192, 184
Clerk, Junior	12	A, G, H	246. 192, 184
Clerk, Senior	16	A, B, E, F, G, H	246, 222, 200, 194, 192, 184
Clerk, Senior/Student Disc. Tech	18	G	192
Community Aide - Bilingual	17	A, I	246, 181
Community Liaison - Bilingual	17	A	246
Computer Network Technician	23	A	246
Guidance Tech/Registrar (ACA)	20	B	222
Guidance Technician	20	D	205
Guidance/Student Info Technician.	23	A	246
Independent Study Technician	20	A	246
Info Tech Technician I	34	A	246
Info Tech Technician I-SASI	34	A	246
Info Tech Technician II	26	A	246
Info Tech Technician III	22	A	246
Library Clerk I	14	G	192
Library Clerk II	11	G	192
Network Engineer	42	A	246
Paraeducator - Bilingual	11	I	181
Paraeducator - Computer Lab	10	I	181
Paraeducator - General Ed	10	I	181
Paraeducator - RSP/SDC	11	I	181
Paraeducator - SH	11	I	181
Paraeducator - Special Cir	11	I	181
Payroll Technician	30	A	245/246
Personnel Technician	31	A	246
Receptionist / Registrar	17	C	213
Receptionist/Telephone Operator.	16	A/C	246/213

LONGEVITY

10 Years	2.5%
15 Years	5.0%
20 Years	7.5%
25 Years	10.0%
30 Years	12.5%

* Additional 3 days to be scheduled by Administrator (total 184 days)

CLASSIFICATIONS

continued: CLERICAL SERVICES

Title	Range	Work Year	Work Days
Registrar	21	B	222
School Secretary	25	A	246
Secretary II - Instruc. Data Support.	23	A	246
Secretary II	23	A/C	246/213
Secretary III	21	D	205
Secretary IV	19	A	246
Systems Analyst	38	A	246
Translator	26	A	246

COMMUNITY SERVICES

Title	Range	Work Year	Work Days
Campus Supervisor I	17	I	181
Campus Supervisor II	15	I	181
Certified Nursing Assistant	18	I	181
Job Development Specialist	21	H	184
Lead Campus Supervisor	19	I	181
Locker Room Attendant	12	I	181

MAINTENANCE & OPERATIONS

Title	Range	Work Year	Work Days
Custodian	16	A	246
Delivery Driver	19	A	246
Groundskeeper	18	A	246
HVAC Technician	30	A	246
Lead Custodian	19	A	246
Lead Groundskeeper	20	A	246
Lead Maintenance Worker	32	A	246
M & O Specialist/Locksmith	30	A	246
Maintenance Tech/Locksmith	23	A	246
Maintenance Worker	19	A	246
Pool Maintenance Wrkr/Custodian	17	A	246
Senior Groundskeeper	24	A	246
Sr. Skilled Maintenance Worker	26	A	246

NUTRITION SERVICES

Title	Range	Work Year	Work Days
Lead Nutrition Services Assistant	19	I	181*
Nutrition Services Assistant	9	I	181

Non-Paid PERS/ Bargaining Unit Members

Per CSEA Contract- Part IV. Employees not in the PERS System (working less than 50%) will receive a stipend of 6% as an alternative to the PERS contribution

APPENDIX B

PART I

SALARY SCHEDULE

CLASSIFIED BARGAINING UNIT

This salary schedule, effective July 1, 2007, reflects an increase of 4.53%. Effective July 1, 2008, improve the salary schedule by the effective cost of living adjustment, (COLA) approved by the State Legislature and signed by the Governor for the 2008-2009 school year. The unit members shall determine what portion of which, if any, of that effective "cost of living" increase shall be set aside for health and welfare benefits. By "effective cost of living adjustment," the parties agree that it is calculated by computing the difference of Perris Union High School District's base revenue limit of 2007-2008 per A.D.A. from its base revenue limit of 2008-2009 per A.D.A. Should the District have reductions in other unrestricted general fund monies in 2008-2009 as compared to 2007-2008, including but not limited to increases in District contributions to the California Public Retirement System ("CALPERS"), the parties agree that "effective cost of living" adjustment will be once the California State budget is approved, the parties agree that the salary and health and welfare benefits agreement for 2008/2009 is null and void. The parties then agree to return to the bargaining table to negotiate salary and health and welfare benefits for 2009.

PERRIS UNION HIGH SCHOOL DISTRICT

Classified Bargaining Unit – Monthly Salary Schedule #20

(Galaxy Salary Schedule Effective Date July 2, 2007)

Row	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	1684	1770	1859	1954	2050	2153
2	1729	1816	1902	1999	2099	2205
3	1770	1859	1954	2050	2153	2260
4	1816	1902	1999	2099	2205	2315
5	1859	1954	2050	2153	2260	2374
6	1902	1999	2099	2205	2315	2435
7	1954	2050	2153	2260	2374	2496
8	1999	2099	2205	2315	2435	2557
9	2050	2153	2260	2374	2496	2622
10	2099	2205	2315	2435	2557	2685
11	2153	2260	2374	2496	2622	2752
12	2205	2315	2435	2557	2685	2824
13	2260	2374	2496	2622	2752	2895
14	2315	2435	2557	2685	2824	2967
15	2374	2496	2622	2752	2895	3042
16	2435	2557	2685	2824	2967	3121
17	2496	2622	2752	2895	3042	3198
18	2557	2685	2824	2967	3121	3280
19	2622	2752	2895	3042	3198	3361
20	2685	2824	2967	3121	3280	3446
21	2752	2895	3042	3198	3361	3531
22	2824	2967	3121	3280	3446	3620
23	2895	3042	3198	3361	3531	3707
24	2967	3121	3280	3446	3620	3802
25	3042	3198	3361	3531	3707	3897
26	3121	3280	3446	3620	3802	3995
27	3198	3361	3531	3707	3897	4094
28	3280	3446	3620	3802	3995	4196
29	3361	3531	3707	3897	4094	4301
30	3446	3620	3802	3995	4196	4405
31	3531	3707	3897	4094	4301	4516
32	3620	3802	3995	4196	4405	4624
33	3707	3897	4094	4301	4516	4741
34	3802	3995	4196	4405	4624	4858
35	3897	4094	4301	4516	4741	4979
36	3995	4196	4405	4624	4858	5103
37	4094	4301	4516	4741	4979	5228
38	4196	4405	4624	4858	5103	5358
39	4301	4516	4741	4979	5228	5489
40	4405	4624	4858	5103	5358	5626
41	4516	4741	4979	5228	5489	5763
42	4624	4858	5103	5358	5626	5907
43	4741	4979	5228	5489	5763	6051
44	4858	5103	5358	5626	5907	6202
45	4979	5228	5489	5763	6051	6354

PERRIS UNION HIGH SCHOOL DISTRICT

Classified Bargaining Unit – Hourly Salary Schedule #34

(Galaxy Salary Schedule Effective Date July 2, 2007)

Row	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	9.72	10.21	10.73	11.27	11.83	12.42
2	9.97	10.47	10.98	11.53	12.11	12.72
3	10.21	10.73	11.27	11.83	12.42	13.05
4	10.47	10.98	11.53	12.16	12.78	13.36
5	10.73	11.27	11.83	12.42	13.05	13.70
6	10.98	11.58	12.12	12.78	13.36	14.05
7	11.27	11.83	12.42	13.05	13.70	14.40
8	11.53	12.16	12.72	13.36	14.05	14.75
9	11.83	12.42	13.05	13.70	14.40	15.13
10	12.12	12.72	13.36	14.05	14.75	15.49
11	12.42	13.05	13.70	14.40	15.13	15.88
12	12.72	13.36	14.05	14.75	15.49	16.29
13	13.05	13.70	14.40	15.13	15.88	16.71
14	13.36	14.05	14.75	15.49	16.29	17.11
15	13.70	14.40	15.13	15.88	16.71	17.55
16	14.05	14.75	15.49	16.29	17.11	18.01
17	14.40	15.13	15.88	16.71	17.55	18.45
18	14.75	15.49	16.29	17.11	18.01	18.93
19	15.13	15.88	16.71	17.55	18.45	19.39
20	15.49	16.29	17.11	18.01	18.93	19.88
21	15.88	16.71	17.55	18.45	19.39	20.37
22	16.29	17.11	18.01	18.93	19.88	20.88
23	16.71	17.55	18.45	19.39	20.37	21.38
24	17.11	18.01	18.93	19.88	20.88	21.94
25	17.55	18.45	19.39	20.37	21.38	22.48
26	18.01	18.93	19.88	20.88	21.94	23.05
27	18.45	19.39	20.37	21.38	22.48	23.63
28	18.93	19.88	20.88	21.94	23.05	24.20
29	19.39	20.37	21.38	22.48	23.63	24.81
30	19.88	20.88	21.94	23.05	24.20	25.41
31	20.37	21.38	22.48	23.63	24.81	26.05
32	20.88	21.94	23.05	24.20	25.41	26.69
33	21.38	22.48	23.63	24.81	26.05	27.35
34	21.94	23.05	24.20	25.41	26.69	28.02
35	22.48	23.63	24.81	26.05	27.35	28.72
36	23.05	24.20	25.41	26.69	28.02	29.44
37	23.63	24.81	26.05	27.35	28.72	30.18
38	24.20	25.41	26.69	28.02	29.44	30.93
39	24.81	26.05	27.35	28.72	30.18	31.70
40	25.41	26.69	28.02	29.44	30.93	32.49
41	26.05	27.35	28.72	30.18	31.70	33.30
42	26.69	28.02	29.44	30.93	32.49	34.13
43	27.35	28.72	30.18	31.70	33.30	34.98
44	28.02	29.44	30.93	32.49	34.13	35.85
45	28.72	30.18	31.70	33.30	34.98	36.75

PERRIS UNION HIGH SCHOOL DISTRICT

Classified Bargaining Unit – Hourly Salary Schedule #60 - Longevity 2.5%

(Galaxy Salary Schedule Effective Date July 2, 2007)

Row	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	9.96	10.47	10.99	11.56	12.12	12.73
2	10.22	10.73	11.25	11.82	12.42	13.04
3	10.47	10.99	11.56	12.12	12.73	13.37
4	10.73	11.25	11.82	12.42	13.04	13.70
5	10.99	11.56	12.12	12.73	13.37	14.04
6	11.25	11.82	12.42	13.04	13.70	14.40
7	11.56	12.12	12.73	13.37	14.04	14.76
8	11.82	12.42	13.04	13.70	14.40	15.12
9	12.12	12.73	13.37	14.04	14.76	15.51
10	12.42	13.04	13.70	14.40	15.12	15.88
11	12.73	13.37	14.04	14.76	15.51	16.28
12	13.04	13.70	14.40	15.12	15.88	16.70
13	13.37	14.04	14.76	15.51	16.28	17.13
14	13.70	14.40	15.12	15.88	16.70	17.54
15	14.04	14.76	15.51	16.28	17.13	17.99
16	14.40	15.12	15.88	16.70	17.54	18.46
17	14.76	15.51	16.28	17.13	17.99	18.92
18	15.12	15.88	16.70	17.54	18.46	19.41
19	15.51	16.28	17.13	17.99	18.92	19.88
20	15.88	16.70	17.54	18.46	19.41	20.38
21	16.28	17.13	17.99	18.92	19.88	20.88
22	16.70	17.54	18.46	19.41	20.38	21.40
23	17.13	17.99	18.92	19.88	20.88	21.92
24	17.54	18.46	19.41	20.38	21.40	22.49
25	17.99	18.92	19.88	20.88	21.92	23.04
26	18.46	19.41	20.38	21.40	22.49	23.63
27	18.92	19.88	20.88	21.92	23.04	24.22
28	19.41	20.38	21.40	22.49	23.63	24.81
29	19.88	20.88	21.92	23.04	24.22	25.43
30	20.38	21.40	22.49	23.63	24.81	26.05
31	20.88	21.92	23.04	24.22	25.43	26.70
32	21.40	22.49	23.63	24.81	26.05	27.35
33	21.92	23.04	24.22	25.43	26.70	28.04
34	22.49	23.63	24.81	26.05	27.35	28.72
35	23.04	24.22	25.43	26.70	28.04	29.44
36	23.63	24.81	26.05	27.35	28.72	30.18
37	24.22	25.43	26.70	28.04	29.44	30.93
38	24.81	26.05	27.35	28.72	30.18	31.70
39	25.43	26.70	28.04	29.44	30.93	32.49
40	26.05	27.35	28.72	30.18	31.70	33.30
41	26.70	28.04	29.44	30.93	32.49	34.13
42	27.35	28.72	30.18	31.70	33.30	34.98
43	28.04	29.44	30.93	32.49	34.13	35.85
44	28.72	30.18	31.70	33.30	34.98	36.75
45	29.44	30.93	32.49	34.13	35.85	37.67

PERRIS UNION HIGH SCHOOL DISTRICT

Classified Bargaining Unit – Hourly Salary Schedule #61 - Longevity 5%

(Galaxy Salary Schedule Effective Date July 2, 2007)

Row	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	10.21	10.72	11.26	11.84	12.42	13.04
2	10.47	11.00	11.53	12.10	12.72	13.35
3	10.72	11.26	11.84	12.42	13.04	13.70
4	11.00	11.53	12.10	12.72	13.35	14.03
5	11.26	11.84	12.42	13.04	13.70	14.38
6	11.53	12.10	12.72	13.35	14.03	14.75
7	11.84	12.42	13.04	13.70	14.38	15.12
8	12.10	12.72	13.35	14.03	14.75	15.49
9	12.42	13.04	13.70	14.38	15.12	15.88
10	12.72	13.35	14.03	14.75	15.49	16.26
11	13.04	13.70	14.38	15.12	15.88	16.68
12	13.35	14.03	14.75	15.49	16.26	17.11
13	13.70	14.38	15.12	15.88	16.68	17.54
14	14.03	14.75	15.49	16.26	17.11	17.97
15	14.38	15.12	15.88	16.68	17.54	18.43
16	14.75	15.49	16.26	17.11	17.97	18.91
17	15.12	15.88	16.68	17.54	18.43	19.38
18	15.49	16.26	17.11	17.97	18.91	19.88
19	15.88	16.68	17.54	18.43	19.38	20.36
20	16.26	17.11	17.97	18.91	19.88	20.88
21	16.68	17.54	18.43	19.38	20.36	21.39
22	17.11	17.97	18.91	19.88	20.88	21.93
23	17.54	18.43	19.38	20.36	21.39	22.45
24	17.97	18.91	19.88	20.88	21.93	23.03
25	18.43	19.38	20.36	21.39	22.45	23.60
26	18.91	19.88	20.88	21.93	23.03	24.21
27	19.38	20.36	21.39	22.45	23.60	24.81
28	19.88	20.88	21.93	23.03	24.21	25.41
29	20.36	21.39	22.45	23.60	24.81	26.05
30	20.88	21.93	23.03	24.21	25.41	26.69
31	21.39	22.45	23.60	24.81	26.05	27.35
32	21.93	23.03	24.21	25.41	26.69	28.02
33	22.45	23.60	24.81	26.05	27.35	28.72
34	23.03	24.21	25.41	26.69	28.02	29.42
35	23.60	24.81	26.05	27.35	28.72	30.16
36	24.21	25.41	26.69	28.02	29.42	30.91
37	24.81	26.05	27.35	28.72	30.16	31.69
38	25.41	26.69	28.02	29.42	30.91	32.48
39	26.05	27.35	28.72	30.16	31.69	33.29
40	26.69	28.02	29.42	30.91	32.48	34.11
41	27.35	28.72	30.16	31.69	33.29	34.97
42	28.02	29.42	30.91	32.48	34.11	35.84
43	28.72	30.16	31.69	33.29	34.97	36.73
44	29.42	30.91	32.48	34.11	35.84	37.64
45	30.16	31.69	33.29	34.97	36.73	38.59

PERRIS UNION HIGH SCHOOL DISTRICT

Classified Bargaining Unit – Hourly Salary Schedule #62- Longevity 7.5%

(Galaxy Salary Schedule Effective Date July 2, 2007)

Row	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	10.45	10.98	11.53	12.12	12.72	13.35
2	10.72	11.26	11.80	12.39	13.02	13.67
3	10.98	11.53	12.12	12.72	13.35	14.02
4	11.26	11.80	12.39	13.02	13.67	14.36
5	11.53	12.12	12.72	13.35	14.02	14.72
6	11.80	12.39	13.02	13.67	14.36	15.10
7	12.12	12.72	13.35	14.02	14.72	15.48
8	12.39	13.02	13.67	14.36	15.10	15.86
9	12.72	13.35	14.02	14.72	15.48	16.26
10	13.02	13.67	14.36	15.10	15.86	16.65
11	13.35	14.02	14.72	15.48	16.26	17.07
12	13.67	14.36	15.10	15.86	16.65	17.51
13	14.02	14.72	15.48	16.26	17.07	17.96
14	14.36	15.10	15.86	16.65	17.51	18.40
15	14.72	15.48	16.26	17.07	17.96	18.87
16	15.10	15.86	16.65	17.51	18.40	19.36
17	15.48	16.26	17.07	17.96	18.87	19.84
18	15.86	16.65	17.51	18.40	19.36	20.35
19	16.26	17.07	17.96	18.87	19.84	20.85
20	16.65	17.51	18.40	19.36	20.35	21.38
21	17.07	17.96	18.87	19.84	20.85	21.90
22	17.51	18.40	19.36	20.35	21.38	22.45
23	17.96	18.87	19.84	20.85	21.90	22.99
24	18.40	19.36	20.35	21.38	22.45	23.58
25	18.87	19.84	20.85	21.90	22.99	24.17
26	19.36	20.35	21.38	22.45	23.58	24.78
27	19.84	20.85	21.90	22.99	24.17	25.40
28	20.35	21.38	22.45	23.58	24.78	26.02
29	20.85	21.90	22.99	24.17	25.40	26.67
30	21.38	22.45	23.58	24.78	26.02	27.32
31	21.90	22.99	24.17	25.40	26.67	28.01
32	22.45	23.58	24.78	26.02	27.32	28.69
33	22.99	24.17	25.40	26.67	28.01	29.40
34	23.58	24.78	26.02	27.32	28.69	30.13
35	24.17	25.40	26.67	28.01	29.40	30.87
36	24.78	26.02	27.32	28.69	30.13	31.65
37	25.40	26.67	28.01	29.40	30.87	32.44
38	26.02	27.32	28.69	30.13	31.65	33.25
39	26.67	28.01	29.40	30.87	32.44	34.08
40	27.32	28.69	30.13	31.65	33.25	34.93
41	28.01	29.40	30.87	32.44	34.08	35.80
42	28.69	30.13	31.65	33.25	34.93	36.69
43	29.40	30.87	32.44	34.08	35.80	37.60
44	30.13	31.65	33.25	34.93	36.69	38.54
45	30.87	32.44	34.08	35.80	37.60	39.51

PERRIS UNION HIGH SCHOOL DISTRICT

Classified Bargaining Unit – Hourly Salary Schedule #63- Longevity 10%

(Galaxy Salary Schedule Effective Date July 2, 2007)

Row	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	10.69	11.23	11.80	12.40	13.01	13.66
2	10.97	11.52	12.08	12.68	13.33	13.99
3	11.23	11.80	12.40	13.01	13.66	14.35
4	11.52	12.08	12.68	13.33	13.99	14.70
5	11.80	12.40	13.01	13.66	14.35	15.07
6	12.08	12.68	13.33	13.99	14.70	15.45
7	12.40	13.01	13.66	14.35	15.07	15.84
8	12.68	13.33	13.99	14.70	15.45	16.23
9	13.01	13.66	14.35	15.07	15.84	16.64
10	13.33	13.99	14.70	15.45	16.23	17.04
11	13.66	14.35	15.07	15.84	16.64	17.47
12	13.99	14.70	15.45	16.23	17.04	17.92
13	14.35	15.07	15.84	16.64	17.47	18.38
14	14.70	15.45	16.23	17.04	17.92	18.82
15	15.07	15.84	16.64	17.47	18.38	19.31
16	15.45	16.23	17.04	17.92	18.82	19.81
17	15.84	16.64	17.47	18.38	19.31	20.30
18	16.23	17.04	17.92	18.82	19.81	20.83
19	16.64	17.47	18.38	19.31	20.30	21.33
20	17.04	17.92	18.82	19.81	20.83	21.87
21	17.47	18.38	19.31	20.30	21.33	22.41
22	17.92	18.82	19.81	20.83	21.87	22.97
23	18.38	19.31	20.30	21.33	22.41	23.52
24	18.82	19.81	20.83	21.87	22.97	24.13
25	19.31	20.30	21.33	22.41	23.52	24.73
26	19.81	20.83	21.87	22.97	24.13	25.36
27	20.30	21.33	22.41	23.52	24.73	25.99
28	20.83	21.87	22.97	24.13	25.36	26.62
29	21.33	22.41	23.52	24.73	25.99	27.29
30	21.87	22.97	24.13	25.36	26.62	27.96
31	22.41	23.52	24.73	25.99	27.29	28.66
32	22.97	24.13	25.36	26.62	27.96	29.36
33	23.52	24.73	25.99	27.29	28.66	30.09
34	24.13	25.36	26.62	27.96	29.36	30.83
35	24.73	25.99	27.29	28.66	30.09	31.59
36	25.36	26.62	27.96	29.36	30.83	32.38
37	25.99	27.29	28.66	30.09	31.59	33.20
38	26.62	27.96	29.36	30.83	32.38	34.02
39	27.29	28.66	30.09	31.59	33.20	34.87
40	27.96	29.36	30.83	32.38	34.02	35.74
41	28.66	30.09	31.59	33.20	34.87	36.63
42	29.36	30.83	32.38	34.02	35.74	37.54
43	30.09	31.59	33.20	34.87	36.63	38.48
44	30.83	32.38	34.02	35.74	37.54	39.44
45	31.59	33.20	34.87	36.63	38.48	40.43

PERRIS UNION HIGH SCHOOL DISTRICT

Classified Bargaining Unit – Hourly Salary Schedule #64- Longevity 12.5%

(Galaxy Salary Schedule Effective Date July 2, 2007)

Row	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	10.93	11.49	12.07	12.68	13.31	13.98
2	11.22	11.78	12.35	12.97	13.63	14.31
3	11.49	12.07	12.68	13.31	13.98	14.68
4	11.78	12.35	12.97	13.63	14.31	15.03
5	12.07	12.68	13.31	13.98	14.68	15.41
6	12.35	12.97	13.63	14.31	15.03	15.80
7	12.68	13.31	13.98	14.68	15.41	16.20
8	12.97	13.63	14.31	15.03	15.80	16.59
9	13.31	13.98	14.68	15.41	16.20	17.02
10	13.63	14.31	15.03	15.80	16.59	17.43
11	13.98	14.68	15.41	16.20	17.02	17.87
12	14.31	15.03	15.80	16.59	17.43	18.33
13	14.68	15.41	16.20	17.02	17.87	18.80
14	15.03	15.80	16.59	17.43	18.33	19.25
15	15.41	16.20	17.02	17.87	18.80	19.74
16	15.80	16.59	17.43	18.33	19.25	20.26
17	16.20	17.02	17.87	18.80	19.74	20.76
18	16.59	17.43	18.33	19.25	20.26	21.30
19	17.02	17.87	18.80	19.74	20.76	21.82
20	17.43	18.33	19.25	20.26	21.30	22.37
21	17.87	18.80	19.74	20.76	21.82	22.92
22	18.33	19.25	20.26	21.30	22.37	23.49
23	18.80	19.74	20.76	21.82	22.92	24.06
24	19.25	20.26	21.30	22.37	23.49	24.68
25	19.74	20.76	21.82	22.92	24.06	25.29
26	20.26	21.30	22.37	23.49	24.68	25.94
27	20.76	21.82	22.92	24.06	25.29	26.58
28	21.30	22.37	23.49	24.68	25.94	27.23
29	21.82	22.92	24.06	25.29	26.58	27.91
30	22.37	23.49	24.68	25.94	27.23	28.59
31	22.92	24.06	25.29	26.58	27.91	29.31
32	23.49	24.68	25.94	27.23	28.59	30.02
33	24.06	25.29	26.58	27.91	29.31	30.77
34	24.68	25.94	27.23	28.59	30.02	31.53
35	25.29	26.58	27.91	29.31	30.77	32.31
36	25.94	27.23	28.59	30.02	31.53	33.12
37	26.58	27.91	29.31	30.77	32.31	33.95
38	27.23	28.59	30.02	31.53	33.12	34.80
39	27.91	29.31	30.77	32.31	33.95	35.66
40	28.59	30.02	31.53	33.12	34.80	36.55
41	29.31	30.77	32.31	33.95	35.66	37.46
42	30.02	31.53	33.12	34.80	36.55	38.40
43	30.77	32.31	33.95	35.66	37.46	39.35
44	31.53	33.12	34.80	36.55	38.40	40.33
45	32.31	33.95	35.66	37.46	39.35	41.34

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

2. Health Aide. The District will reclassify attendance technicians and one other person, preferably an office employee, (for a total of two (2)) per comprehensive secondary school (PMS, PHS and PVHS)) to include the duties of Health Aide. The District will also reclassify one (1) attendance technician or office employee per alternative education school (CDS and PLHS) to include the duties of Health Aide. Health Aide duties will include first aid and CPR, dispensing medications and keeping all records of students seen and medications dispensed. The reclassification shall result in a one range increase and the inclusion of Health Aide in the unit member's job title (for example, Attendance Technician/Health Aide).

a. These unit members will be trained to perform such duties, including dealing with blood borne pathogens, at District expense, both now and in the future.

b. The District will seek grants to fund additional Health Technician and/or Health Aide positions.

c. The District will continue to make first aid supplies readily accessible to all school sites.

3. The District agrees to add new six (6) hour Certified Nursing Assistant positions as follows: One (1) position at Perris High School, Heritage High School, Paloma Valley High School and Pinacate Middle School. (The Certified Nursing Assistant assigned to Pinacate Middle School will also be available to provide services to the Community Day School and Perris Lake High School, and will be reimbursed mileage for services performed at those campuses.) The Certified Nursing Assistant positions will be placed on work year "I" and at Row 18 of the salary schedule. As Certified Nursing Assistants are hired and assigned to Perris High School, Heritage High School, Paloma Valley High School and Pinacate Middle School, one (1) health aide will be eliminated from that site so that the only remaining health aide will be the Attendance Technician/Health Aide. (this provision amends the first sentence of Appendix C, Part II, Paragraph #3.)

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

PART II

HEALTH AND WELFARE BENEFITS

A. General. Unit members shall be eligible for medical, dental and vision plans as offered through the joint powers authority, "REEP". The premiums shall be a super-composite rate for all unit members. The District's contribution towards premiums for health and welfare benefits for full-time unit members shall be eight thousand seven hundred dollars ($8,700) and the cash option shall be two thousand five hundred dollars ($2,500).

B. Health Insurance.

1. Medical. Except for those unit members with duplicate medical coverage, all full-time unit members shall be required to take a medical plan. Part-time unit members may choose to select a medical plan. In order to offset some of the increase in medical costs, the hospital admit co-pay will vary from zero to two hundred fifty dollars ($0 to $250). For the first 100 admits of unit members, or their covered dependents, the District will reimburse the unit member two hundred dollars ($200) upon submission of appropriate documentation. Documentation must be submitted to the Business Office within thirty (30) days of incurring the expense. After 100 reimbursements, unit members will pay the full co-pay amount.

2. Dental and Vision. All full-time unit members must select a dental and a vision plan. Part-time unit members may choose to select a dental plan and/or vision plan.

C. Cash Option. Unit members who have duplicate medical coverage may elect not to receive medical benefits and, instead, may elect to receive cash compensation. Unit members who choose the cash option will receive cash compensation in the amount of up to two thousand five hundred dollars ($2,500) on an annualized basis.

D. Eligibility. Insurance benefits must be applied for by the unit member within thirty (30) days of employment. Plan year renewal dates shall be July 1. Unit members shall be permitted to make changes to insurance selections only (1) during open enrollment; or (2) upon change of status.

Full insurance benefits provided by the District apply only to regular full-time unit members. Said benefits are to be applied on a prorated basis as the unit member's hours worked per week bear to forty (40), and months worked per year bear to ten (10), for maximum benefits, except that unit members hired after February, 1990, who have assignments that are less than three and one-half (3 1/2) hours will be precluded from participation in the District's health and welfare program. (Unit members hired before February, 1990, who have assignments that are less than three and one-half (3 1/2) hours may remain or join the program.) Eligible part-time unit members will retain benefit

contributions based on their pro rata hours of employment but may apply contributions not used in one area (for example, medical) to those that are selected (for example, dental).

E. Continuation of Coverage. The District will comply with applicable state and federal regulations regarding continuation of health insurance coverage (commonly called "COBRA").

F. Tax Sheltered Annuities. The District shall provide payroll deduction for unit members who wish to participate in a tax sheltered annuity program. The unit member may elect to remit salary deduction to any of the insurance companies which are approved by the Riverside County Office of Education.

PART III

RETIREMENT BENEFITS AND BONUS PAYMENT

Effective May 1, 1990, the District will pay unit members Public Employees Retirement System contributions. Unit members not in the PERS system (essentially those unit members working less than fifty percent (50%) of the full-time schedule) will receive a stipend as an alternative to the PERS contribution. The stipend will be paid in addition to salary and will be six percent (6%) of salary. Two District representatives and two CSEA representatives shall meet no later than thirty (30) days following the release of the Governor's January budget proposal to discuss the impact of the State budget on the District's budget as it relates to possible retirement incentives for bargaining unit members.