

AGREEMENT

between

PERRIS UNION HIGH SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS CHAPTER NO. 469

EFFECTIVE:

July 1, 2013

to

June 30, 2016

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1 **PREAMBLE**

2 THIS AGREEMENT is made and entered into this 1st day of July 2013, by and between
3 Perris Union High School District, hereinafter referred to as the “District,” and the California School
4 Employees Association and its California School Employees Association Chapter #469 or its
5 successors, hereinafter referred to as “CSEA” or “Association.”

6 **ARTICLE 1**

7 **RECOGNITION**

8 1.1 Acknowledgment. The District hereby acknowledges that the California School
9 Employees Association Perris Union High School District Chapter 469 (“CSEA” or “Association”)
10 is the exclusive bargaining representative for all classifications and work performed by the
11 classifications described in Appendix A, attached hereto and incorporated by reference as a part of
12 this Agreement. A regular unit member is any unit member, whether permanent, probationary, full-
13 time or part-time who is not a restricted, substitute, short term (temporary) or student employee as
14 defined in Education Code 45103.

15 1.2 Scope of Representation. Nothing herein may be construed to limit the right of the
16 District or CSEA to consult on any matter outside the scope of representation. To the extent that any
17 agreement arrived at through consultation is reduced to writing and embodied in this Agreement or
18 any addendum to this Agreement, the provisions shall be binding on all parties.

19 **ARTICLE 2**

20 **DISTRICT RIGHTS**

21 2.1 Except as limited by the provisions of this Agreement, the District retains its powers
22 and authority to direct, manage and control to the extent permitted by law, including determining its
23 organization; directing the work of its employees; determining the times and hours of operation;
24 determining the kinds, levels and methods of services to be provided; establishing its educational

1 3.2 Dues and Service Fee Deductions.

2 3.2.1 The District shall, in accordance with CSEA dues and service fee schedule,
3 deduct dues from the wages of all unit members who are currently members of CSEA and who have
4 submitted dues authorization forms to the District.

5 3.2.2 Each unit member covered by this Agreement who fails voluntarily to acquire
6 or maintain membership in CSEA, shall be required as a condition of continued employment,
7 beginning on the 30th day following the beginning of such employment, to pay to CSEA a service
8 fee as a contribution toward the administration of this Agreement and the representation of such unit
9 members. The service fee shall be in the same amount and payable at the same time as CSEA's
10 regular dues, exclusive of initiation fees. Current schedules may be obtained from the CSEA
11 representative.

12 3.2.3 Any unit member subject to the provisions of 3.2.1 may terminate his/her
13 obligation to the association within a period of thirty (30) days following the expiration of this
14 Agreement.

15 3.2.4 The District shall immediately notify the CSEA Job Representative if any unit
16 member revokes a dues authorization.

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

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

11 4.3 Distribution of Job Information. Upon initial employment and each change in
12 classification, each affected unit member in the bargaining unit shall receive a copy of the applicable
13 job description, a specification of the monthly and hourly rates, and the applicable hours of the
14 assignment. The District shall be responsible for informing new unit members as to the rights,
15 benefits and obligations of their employment, specifically including applicable health and welfare
16 benefits.

17 4.4 Probationary Period. The probationary period for new or promoted unit members
18 shall not exceed six (6) months except as set forth below. The six (6) month probationary period is
19 equal to one hundred thirty (130) days in paid status, including holidays, sick leave and vacation (so
20 long as they do not extend beyond five (5) consecutive work days), irrespective of the number of
21 hours worked per day. Summer school assignments do not count towards meeting the required 130
22 days in paid status for purposes of completing the probationary period. If a probationary unit
23 member transfers, his or her probationary period will restart unless he or she transfers to a position
24 with the same immediate supervisor. If a probationary unit member's promotional request is

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

9 4.5 The District shall act in accordance with all applicable Board Policies and
10 Administrative Regulations.

11 **ARTICLE 5**

12 **ORGANIZATIONAL RIGHTS**

13 5.1 **CSEA Rights.** CSEA shall have the following rights in addition to the rights
14 contained in any other portions of this Agreement:

15 5.1.1 CSEA may use equipment, subject to reasonable regulation by the District,
16 and provided further CSEA pays a reasonable and customary fee for the use of such equipment.

17 5.1.2 CSEA may make reasonable use of school mailboxes and bulletin board
18 spaces for official CSEA business subject to the following conditions: (a) all postings for bulletin
19 boards or items for distribution must contain the date of posting or distribution and the identification
20 of the organization; and (b) a copy of such postings or distributions must be communicated to the
21 Superintendent or designee prior to or at the time of posting or distribution.

22 5.1.3 CSEA business and activities may be conducted in working areas at
23 reasonable times, provided such business or activity does not interfere with the school programs
24 and/or duties of unit members and will not interfere with the right of unit members to refrain from

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

7 5.1.4 The right to review unit members' personnel files and any other records
8 dealing with unit members when accompanied by the unit member or on presentation of a written
9 authorization signed by the unit member.

10 5.1.5 The right to be supplied with a complete and accurate "hire date" seniority
11 roster of all bargaining unit members every year. The roster shall indicate the unit member's present
12 classification and primary job site.

13 5.1.6 The right to review at all reasonable times any other public documents in the
14 possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive
15 bargaining representative.

16 5.1.7 The right to conduct one (1) two-hour orientation session on this Agreement
17 for bargaining unit members during regular working hours within thirty (30) calendar days after the
18 execution of this Agreement.

19 5.1.8 The Association shall have the right to designate a representative to conduct a
20 fifteen (15) minute informational meeting to newly hired unit members. Such meetings shall be
21 conducted at the conclusion of the District's new employee safety training orientation or any similar
22 meetings held by the District.

23 5.2 Distribution of Contract. Within thirty (30) days after the execution of this
24 Agreement, the District shall print or duplicate and provide without charge a copy of this Agreement

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

6 5.3 CSEA Informational Packets. Provided the Association keeps the District supplied
7 with the packets, the District shall provide each new unit member with an informational packet
8 prepared by the Association. The District shall notify the President of the Association when
9 additional packets are needed. This packet shall include a copy of this Agreement.

10 5.4 Governing Board Agendas. The CSEA Chapter President will receive three (3)
11 copies of the Governing Board Agenda (items and motions only, and one (1) complete packet) prior
12 to each Governing Board Meeting. The District shall also provide CSEA with three (3) District
13 directories each year.

14 **ARTICLE 6**

15 JOB REPRESENTATIVES

16 6.1 Job Stewards. The District recognizes the right of CSEA to designate Job Stewards
17 from among unit members.

18 6.2 Notification of Steward Designation. CSEA shall notify the District in writing of the
19 names of the Job Stewards and the group they represent. If a change is made, the District shall be
20 advised in writing of such change.

21 6.3 Job Steward Release Time. The following shall be understood to constitute the basis
22 for granting release time to Job Stewards.

23 6.3.1 Upon approval of his/her immediate supervisor, a Job Steward may be
24 permitted to leave his/her normal work area during reasonable times in order to assist in preparation

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

8 6.3.2 If an adequate level of service cannot be maintained in the absence of a Job
9 Steward and/or the grievant at the time of the notification mentioned in Section 6.3.1, the Job
10 Steward and/or grievant shall be permitted to leave his/her normal work area no later than two (2)
11 hours after the Job Steward provides notification.

12 6.3.3 A Job Steward shall be granted release time with pay to accompany a
13 CAL-OSHA representative conducting an on-site walk-around safety inspection of any area,
14 department, division or other subdivision for which the Job Steward has responsibilities as a Job
15 Steward, upon the request of the CAL-OSHA representative and subject to the approval of the unit
16 member's supervisor, which approval will not be arbitrarily withheld.

17 6.4 CSEA Officer Release Time. The right to have a total of up to eight (8) hours (non-
18 cumulative) per month paid release time for the CSEA president and vice president to conduct
19 necessary CSEA business. The chapter president shall have the right to designate any unit member
20 to attend necessary CSEA business where the union purchases release time from the District for the
21 attendance of any unit member.

22 6.5 CSEA Annual Conference. The right to have a maximum of three (3) unit members
23 have up to one week of paid release time to serve as CSEA Chapter delegates to attend the CSEA

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

3 **ARTICLE 7**

4 CONTRACTING BARGAINING UNIT WORK AND USE OF SHORT-TERM 5 AND SUBSTITUTE EMPLOYEES

6 7.1 Restriction on Contracting Out. During the life of this Agreement, the District agrees
7 that it will not contract out work which has been customarily and routinely performed or is
8 performable by unit members which will result in the displacement or reduction of regular hours,
9 extra duty assignments, wages, transfer or reassignment of unit members.

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

13 7.3 Bargaining Unit Work. No supervisory or management employee may perform any
14 work within the job description of a unit member, which will result in the displacement, reduction of
15 regular hours, extra duty assignments, wages, transfer or reassignment of any unit member.

16 7.4 Negotiations. To the extent such contracting out results in a layoff of unit members or
17 results in unit members on layoff not being recalled, CSEA shall have the right, on demand, to
18 negotiate the effects of such contracting out.

19 7.5 Short-Term Employees.

20 7.5.1 Definition. The term “short term employee,” as used in this Agreement, shall
21 mean any person who is employed to perform a service for the District, upon the completion of
22 which, the service or similar services will not be extended or needed on a continuing basis.

23 7.6 Substitute Employees. Substitute employees shall be used only to replace unit
24 members who are absent from work or to fill positions for a reasonable period of time after a

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

7 **ARTICLE 8**

8 **HOURS AND OVERTIME**

9 8.1 Workday and Workweek. The workday and workweek of regular full-time
10 employment shall be eight (8) hours per day and forty (40) hours per week. The District workweek
11 starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight. Notwithstanding the foregoing,
12 the regular workweek for all unit members shall be from Monday through Friday, except as set forth
13 below. The District may employ persons in bargaining unit positions who work less than eight (8)
14 hours per day and/or forty (40) hours per week; such positions shall be deemed part-time positions.
15 The District may, through authorized administrators, order and authorize unit members to perform
16 extra work in addition to such unit member’s regular minimum assignment. Extra work so ordered
17 and authorized shall be compensated at the unit member’s regular rate of pay, unless such work
18 results in overtime, as set forth below. The regular work year for unit members shall be as set forth
19 in Appendix A.

20 8.1.1 The District may assign a workweek different than Monday through Friday
21 under the following circumstances: (1) current unit members may voluntarily consent to such
22 reassignment; (2) new unit members may be so assigned; and (3) current unit members may be
23 offered such reassignment in lieu of layoff in accordance with applicable law.

1 8.1.2 Workday. The length of the workday shall be designated by the District for
2 each classified assignment in accordance with the provisions set forth in this Agreement. Each unit
3 member shall be assigned a fixed, regular and ascertainable minimum number of hours.

4 8.1.2.1 Unit members who have District extra duty assignments which
5 require them to perform such assignments during their normal work day shall be allowed to revise,
6 with the approval of their immediate supervisors, their schedules to accommodate such assignments.

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

15 8.3 Compensation for Overtime. All overtime, except as elsewhere provided in this
16 Agreement, shall be compensated at one and one-half (1-1/2) times the regular rate of pay of the unit
17 member. For purposes of determining the unit member's regular rate, to provide compensation for
18 overtime, the unit member's regular monthly salary shall be divided by 173.3 hours.

19 8.4 Authorization of Overtime. Authorization must be given in advance whenever
20 practicable. Any disputes as to whether or not overtime was authorized shall be subject to the
21 grievance procedure of this Agreement.

22 8.5 Assigning of Overtime. The District shall distribute and rotate overtime among the
23 unit members at particular sites and among same job classifications. Overtime rotational boards
24 shall be established and prominently displayed in each department or site. The District shall give a

1 minimum of seventy-two (72) hours notice to unit members of impending overtime whenever the
2 District is aware of the need for such overtime at least seventy-two (72) hours beforehand.

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

7 8.5.1 Extra Duty Assignments. Plant Supervisors/Site Administrators will
8 be issued a seniority list for all unit members in July of each school year. This list will include
9 name, site, classification and phone number for the unit member. Plant supervisors/site
10 administrators will meet with their campus supervisors and custodians at the beginning of each
11 semester to assign overtime for the semester. Assignments will be issued by using rotating seniority
12 in three separate categories.

- 13 a. Master school calendar activities
- 14 b. Facilities school calendar activities
- 15 c. All last minute activities for both the Master school calendar
16 and Facilities school calendar.

17 8.5.2 Rotating seniority will flow as follows:

18 8.5.2.1 For specific types of activities, the following procedure
19 should be followed:

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

- 22 1. Site Lead Campus Supervisor and full time
23 Campus Supervisor I (most senior offered
24 first between the combined classifications)

- 1 2. Site part time Campus Supervisor I
- 2 3. District wide Lead Campus Supervisor and
- 3 full time Campus Supervisor I (most senior
- 4 offered first between the combined
- 5 classifications)
- 6 4. District wide part time Campus Supervisor I
- 7 5. Site CSEA unit members
- 8 6. District CSEA unit members
- 9 7. Substitutes (after steps 1-6 have been
- 10 exhausted).
- 11 B. For custodial needs, custodians at your site, by
- 12 seniority, will be used first and then you will use
- 13 the custodian district wide seniority list to fill
- 14 further opportunities.
- 15 C. For clerical needs, all clerical unit members at
- 16 your site, by seniority, will be used first and
- 17 then you will use the clerical district wide
- 18 seniority list to fill further opportunities.
- 19 8.5.2.2 If the most senior unit member declines the first activity
- 20 on the list, the unit member moves to the bottom of the
- 21 list and the activity is then offered to the next most
- 22 senior unit member.
- 23 8.5.2.3 Additional Master Calendar and Facilities activities that
- 24 are added to the school calendars throughout the school

1 year will be assigned by starting after the last unit
2 member who was offered an extra duty assignment and
3 moving through the seniority list.

4 8.5.2.4 Unit members can mutually switch extra duty
5 assignments after all assignments have been set. They
6 must notify their supervisor of the change so that it can
7 be noted on the master calendar.

8 8.5.2.5 Emergency situations, as determined by Administration,
9 will start at the top of the seniority list.

10 8.6 Right of Refusal of Overtime. A unit member may refuse offers of overtime, except
11 that when the needs of the District warrant, the supervisor may, under reasonable circumstances,
12 direct the unit member(s) to work overtime. In all cases, supervisors shall make reasonable attempts
13 to identify unit members desiring overtime before ordering overtime when the unit member indicates
14 a desire to refuse overtime.

15 8.7 Call-In Time. Call-in time is nonscheduled working time, where a unit member is
16 called in to work either after the completion of his/her regular assignment on a regularly scheduled
17 workday, or when a unit member is called in to work on a day he/she was not regularly scheduled to
18 work. All call-in time shall be compensated at the applicable rate for at least two (2) hours,
19 irrespective of the time actually worked. Call-in time shall be deemed to commence thirty (30)
20 minutes prior to the arrival of the unit member at his/her work site.

21 8.8 Non-Student Days. On any school day during which pupils otherwise have been in
22 attendance but are not and for which certificated personnel receive regular pay, unit members shall
23 also receive regular pay whether or not they are required to report for duty that day. For example, on

1 School Based Compliance Program (“SBCP”) days, if any, where students are not in attendance, all
2 unit members shall receive their regular pay whether or not they are required to report for duty.

3 8.9 Lunch Periods. Unit members shall be entitled to an unpaid, uninterrupted lunch
4 period after the unit member has been in paid status for four (4) hours. When the work period of not
5 more than six (6) hours will complete the day’s work, the meal period may be waived by mutual
6 consent of the employer and the employee. The length of time for such lunch period shall be for a
7 period of not more than one (1) hour but not less than one-half (1/2) hour and shall be scheduled for
8 seven (7) hour and eight (8) hour unit members at or about the midpoint of the workday. Any unit
9 member ordered and authorized to work during his/her lunch period shall be compensated for such
10 work at the overtime rate.

11 8.10 Rest Periods. Rest periods for unit members shall be paid, uninterrupted breaks, and
12 will be scheduled at or about the midpoint of each work period as follows:

- 13 a. Seven (7) hour and over unit members: two (2) 15-minute breaks;
- 14 b. Over five (5) but less than seven (7) hour unit members: one (1) 15-minute break and
15 one (1) 10-minute break;
- 16 c. More than three (3) but not more than five (5) hour unit members: one (1) 15-minute
17 break.
- 18 d. One (1) 15-minute break will be given for each three and one-half (3-1/2) hours of
19 overtime worked.

20 8.11 Reduction in Assigned Time. Any reduction in assigned time shall be accomplished
21 in accordance with applicable law.

22 8.12 Adjustment of Assigned Time. Any unit member who works an average of thirty (30)
23 minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20)
24 consecutive working days or more shall have his/her regular assignment adjusted upward to reflect

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

8 8.13 On Call. On call time is when a unit member has agreed to be "on call" to respond to
9 District needs during hours that they are not regularly scheduled to work. The rate of pay will be as
10 follows:

11 a. Monday through Sunday - Unit members will be paid two (2) hours at their regular
12 hourly rate for each day that they are on call.

13 b. Holidays observed by the District - Unit members will be paid three (3) hours at their
14 regular hourly rate in addition to any holiday pay authorized under Article 13.

15 c. Emergency Call Response – In the event an On-Call employee is required to
16 physically respond to a call, he/she shall be compensated at the unit member's regular rate of pay,
17 unless such work results in overtime as defined in Article 8.2, in which case the unit member shall
18 be compensated at his/her overtime rate. Unit members shall be compensated, portal to portal a
19 for physically responding to each call.

20 d. Eligibility – For unit members to be eligible for on call duty they must:

21 1. Be available by phone or pager during the entire on call period,

22 2. Be able to report to the worksite within 45 minutes, and

23 3. Not consume alcoholic beverages or be impaired by any controlled substance.

1 e. Any compensation under Article 8.13 shall not be eligible for compensatory time per
2 Article 8.16.

3
4 8.14 Recess Period Assignments. When work normally and customarily performed by unit
5 members is required to be performed by unit members not regularly scheduled to work when school
6 is in recess (e.g., summer), the work shall be offered to unit members in the appropriate
7 classifications as provided in this Section. It is the parties' goal that this procedure will result in the
8 most qualified applicant for the position performing the duties and to equitably rotate assignments
9 among qualified applicants.

10 8.14.1 Summer school assignments shall be made utilizing the following procedure:

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

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

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

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

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

1 8.14.2 A unit member who accepts a recess period assignment in accordance with the
2 provisions of this Section shall receive, on a pro rata basis, no less than the compensation and
3 benefits applicable to that classification during the regular work year. In no event shall the unit
4 member's compensation and benefits on a pro rata basis, be less than the compensation and benefits
5 the unit member receives during the regular work year. No prorating of compensation and benefits
6 shall be applied on any basis other than on the relationship which the number of hours assigned for
7 recess period work bears to the number of hours assigned the unit member during the regular work
8 year.

9 8.14.3 For the purposes of this Section, such assignments shall be considered regular
10 assignments, and the unit member retains all rights, benefits and burdens during such assignment.
11 All hours worked in a recess assignment (including summer school) shall be considered hours in
12 paid status for the purposes of seniority.

13 8.14.4 Eligible unit members performing recess period assignments shall receive
14 longevity pay during the period of the assignment.

15 8.15 Shift Differential. "Night custodians" shall receive a shift differential of 2.5% of their
16 current salary. A "night custodian" is one who has a regularly assigned shift that ends after 8:00
17 p.m.

18 8.16 Compensatory Time Off.

19 8.16.1 A unit member shall have the option to elect to take compensatory time off in
20 lieu of cash compensation for overtime work, unless the overtime is related to use of facilities by a
21 non-District entity or individual, in which case the unit member must take cash compensation and is
22 not entitled to compensatory time off. Such election shall be submitted in writing to the immediate
23 supervisor within five (5) working days following the day the overtime was worked. Compensatory

1 time off shall be granted at the appropriate rate of overtime in accordance with Section 8.4 of this
2 Article.

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

6 **ARTICLE 9**

7 PAY AND ALLOWANCES

8 9.1 Regular Rate of Pay. The regular rate of pay for each position in the bargaining unit
9 shall be in accordance with the rates established for each class as provided for in Appendix B, which
10 is attached hereto and by this reference incorporated as part of this Agreement.

11 9.2 Salary Increases.

12 9.2.1 If, during the term of this Agreement, the District grants unit members in any
13 other bargaining unit a cost of living percentage salary increase to the salary schedule (excluding
14 increases based on an increased work year) which exceeds the percentage salary increases contained
15 in this Agreement, the District shall adjust the percentage salary increases contained in this
16 Agreement so that they are equal to the percentage salary increase granted to unit members in the
17 other bargaining unit. Moreover, such adjustment shall not be retroactive, notwithstanding the
18 retroactivity of any increase granted to the other bargaining unit.

19 9.2.2 For the purpose of this Article, the term “bargaining unit” refers to a
20 bargaining unit where a single employee organization has been granted exclusive representation
21 rights pursuant to the Educational Employment Relations Act.

22 9.2.3 For the purposes of this Article, the term “salary increase” refers only to base
23 salary or wages and does not include longevity pay, health and welfare benefits, retirement benefits,
24 bonuses, vacations, holidays, sick leave or other fringe benefits.

1 9.3 Paychecks. All regular paychecks of unit members shall be itemized to the maximum
2 extent practicable pursuant to the payroll procedures of the Riverside County Office of Education,
3 including accrued sick leave and vacation entitlements.

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

7 9.5 Excess Payments. In the event a payroll error results in an excess payment to a unit
8 member, the unit member shall be required to refund the excess to the District as soon as is
9 reasonable under the circumstances, but in no event shall the unit member take more than six (6)
10 months to refund the entire excess.

11 9.6 Lost Checks. Any paycheck for a unit member which is lost after receipt or which is
12 not delivered within five (5) days of mailing if mailed, shall be replaced not later than three (3)
13 working days following the unit member's demand to the payroll department for replacement of the
14 paycheck.

15 9.7 Promotion. Any unit member receiving a promotion under the provisions of this
16 Agreement shall be moved to the appropriate range and step of the new class which provides an
17 amount at least equal to a one step increase in the unit member's previous range, except that the unit
18 member may be placed on the last step of the appropriate range if that is the maximum allowable for
19 that class.

20 9.8 Mileage. Any unit member authorized by his/her supervisor to use his/her vehicle on
21 District business shall be reimbursed for all miles driven on behalf of the District. The mileage
22 computation shall include mileage necessary to return to the unit member's normal job site after the
23 completion of District business, or to the unit members' residence, whichever is a shorter distance.
24 The rate paid shall be the Internal Revenue Service per mile reimbursement rate. The District will

1 make a good faith effort to reimburse mileage driven on behalf of the District within thirty (30) days
2 after submission of a claim.

3 9.9 Meals. Any unit member who, as a result of work assignment, must have meals away
4 from the District shall be reimbursed a reasonable and necessary amount towards the cost of the
5 meal not later than five (5) working days after submission of the expense claim.

6 9.10 Lodging. Any unit member who, as a result of a work assignment, must be lodged
7 away from home overnight, shall be reimbursed by the District for the reasonable cost of such
8 lodging. Where possible, the District shall make reservations and provide advance funds to the unit
9 member for such lodging. If advance funds are not available or do not cover the full cost of required
10 lodging, the District shall reimburse the unit member for reasonable out-of-pocket lodging expenses
11 within five (5) working days after the unit member has submitted an expense claim.

12 9.11 Anniversary Date. For the purpose of determining the date upon which unit members
13 shall be granted salary schedule step advancement, regardless of subsequent promotion and/or
14 reclassification, the following procedures shall apply:

15 9.11.1 Unit members hired on or before the 14th day of the month shall have the first
16 day of that month as an Anniversary Base Date; unit members hired on or after the 15th day
17 of the month shall have the 1st day of the immediately succeeding month as an Anniversary
18 Base Date.

19 9.11.2 For a unit member who is laid off and subsequently rehired, if such rehiring
20 occurs within one (1) year of the date of the layoff, the unit member shall retain the Anniversary
21 Date which the unit member had prior to layoff. If such rehiring occurs after one (1) year of the date
22 of the layoff, the date of rehire shall be the unit member's new Anniversary Date.

1 provide or use any tools or equipment which are the personal property of the unit member in the
2 course of employment.

3 10.1.3 The District agrees to provide a safe place to store all tools and equipment.

4 10.2 Replacing or Repairing Unit Member's Personal Property.

5 10.2.1 The District shall reimburse a unit member for loss or damage excluding
6 amounts recoverable under the unit member's insurance, to personal property used at the unit
7 member's work site if such use has been authorized in advance in writing by the unit member's
8 supervisor.

9 10.2.2 The District shall reimburse a unit member for loss or damage excluding
10 amounts recoverable under the unit member's insurance, to personal property of the unit member
11 necessarily or customarily worn or carried by the unit member while on duty, such as eyeglasses,
12 hearing aids, watches, dentures, and articles of clothing. The actual replacement value of the item
13 shall be used in determining the amount of the claim.

14 10.2.3 Notwithstanding the foregoing, the District shall not be required to make any
15 reimbursement where the loss or damage was primarily due to the negligence of the unit member.

16 10.2.4 All claims under this Section 10.2 shall be made on forms prescribed by the
17 District and shall be forwarded to the Business Office for review.

18 10.3 Physical/Mental Examination. The District agrees to pay the full cost, or any cost
19 beyond the limits of the unit member's insurance, of any medical examination required as a
20 condition of continued employment, including but not limited to the examination provisions set forth
21 in Education Code Section 45122 or its successor.

22 10.4 Insurance Costs. For the purposes of this Agreement, a cost "beyond the limits of the
23 unit member's insurance" includes all costs not covered by said insurance, including "deductibles,"
24 if any.

1 10.5 Safety Equipment. The District shall require unit members to use safety equipment
2 reasonably necessary to insure the safety of the unit member or others. The District agrees to furnish
3 such equipment or gear, or to reimburse the unit member for the full cost of procuring such
4 equipment or gear.

5 10.6 Uniforms. Uniforms are determined to be within the meaning of this Article and are
6 defined as follows: “Uniforms are any wearing apparel of a particular color, design, pattern, or style
7 required to be worn or used by the District in the course of employment.” Upon the assignment to
8 any position requiring the utilization of a uniform, the District agrees to bear the cost of providing
9 such, and will maintain them. If a unit member is given the option of wash and wear apparel (i.e.,
10 they do not require special laundering such as polo shirts or blue jeans), and chooses such, the unit
11 member will be required to launder and maintain them.

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

- 14 a) Campus Supervisor I and II – 6 shirts, 2 hooded sweatshirts, 1 coat and 1
15 raincoat
- 16 b) All Nutrition Services - 6 shirts and 6 aprons
- 17 c) All Maintenance and Operations – uniforms provided by district selected
18 vendor

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

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

4 11.5 New and/or Unfamiliar Work Conditions. In accordance with the District’s Injury
5 Prevention Program, no unit member shall be required to work on or with new technology, an
6 unfamiliar machine or unfamiliar chemicals, until instruction and training in their operation have
7 been provided.

8 **ARTICLE 12**

9 RETIREMENT, HEALTH AND WELFARE BENEFITS

10 12.1 Benefits. Unit members shall receive benefits according to the attached Appendix B.

11 12.2 Insurance Committee. An insurance committee shall be formed to periodically
12 review pertinent programs for the unit members.

13 **ARTICLE 13**

14 HOLIDAYS

15 13.1 Scheduled Holidays. The District agrees to provide the following paid holidays for
16 eligible unit members as defined by Holiday Eligibility, 13.3:

17 13.1.1 New Year’s Day

18 13.1.2 Martin Luther King Day

19 13.1.3 Lincoln Day

20 13.1.4 Washington Day

21 13.1.5 Spring Vacation Day — one Friday during spring recess

22 13.1.6 Memorial Day

23 13.1.7 Independence Day

24 13.1.8 Labor Day

1 accumulated vacation time and his/her regular vacation time when retiring. Unit members wishing
2 to utilize this subsection shall provide the District written notice including proof of eligibility.

3 14.4 Vacation Pay. Pay for vacation days for all unit members shall be the same as that
4 which the unit member would have received had he/she been working.

5 14.5 Vacation Pay Upon Separation. When a unit member separates from the District for
6 any reason, including termination, he/she shall be entitled to all vacation pay earned and
7 accumulated up to and including the effective date of the separation. Vacation time advanced to a
8 unit member as provided in Article 14.2 shall be reduced to actual time earned and accumulated
9 when a unit member separates from the District prior to end of the fiscal year (June 30).

10 14.6 Vacation Postponement.

11 14.6.1 If a unit member's vacation becomes due during a period when he/she is on
12 leave due to illness or injury, he/she may request that his/her vacation date be changed, and the
13 District shall grant such request in accordance with vacation dates available at that time. The unit
14 member may elect to have his/her vacation rescheduled in accordance with the vacation schedule
15 available at that time, or may request to carry over his/her vacation to the following year, or he/she
16 may request compensation for all vacation earned and accumulated during the fiscal year, in which
17 event the District may direct either that the unit member take the vacation or be paid for it.

18 14.6.2 If for any reason a unit member is not permitted to take all or any part of
19 his/her available vacation time before the conclusion of the fiscal year immediately following the
20 fiscal year in which it is earned, the amount not then taken shall be paid.

21 14.7 Holidays. When a holiday falls during the scheduled vacation of any unit member,
22 such unit member shall receive holiday pay in lieu of vacation pay for each holiday falling within
23 that period in accordance with Article 13.

1 leave granted by other Sections of this Agreement or provided by the District or law. The benefits of
2 this Section may be enlarged by the personal necessity and/or general leaves sections of this Article.
3 Members of the immediate family, as used in this Agreement, means the mother, father,
4 grandmother, grandfather, grandchild, step-mother or step-father of the unit member or the spouse of
5 the unit member. Also included are the father or mother of a dependent child, and the spouse, son,
6 son-in-law, daughter, daughter-in-law, step-child, brother or sister of the unit member, or any other
7 relative living in the immediate household of the unit member.

8 15.2 Judicial and Jury Duty Leave.

9 15.2.1 A unit member shall be entitled to as many days of paid leave as are necessary
10 for appearances in any legal proceeding, other than as a litigant, or on jury duty. The unit member
11 will notify their supervisor of the absence as soon as possible and keep the supervisor informed of
12 any changes. Verification of the leave may be required.

13 15.2.2 A unit member shall be entitled to paid leave when subpoenaed as a witness in
14 any legal proceeding where the unit member is not a party to the proceeding. The unit member will
15 exert reasonable effort to minimize the amount of time which is required to be taken under this
16 section. Any order to appear in a legal proceeding which is brought about by any misconduct or
17 connivance by the unit member shall prohibit the unit member from the paid leave of absence under
18 this section. The unit member will contact the person listed on the subpoena to determine time and
19 date of appearance.

20 15.2.3 Unit members shall assign to the District any and all payments (except
21 mileage allotment) received while on judicial or jury duty leave when the unit member is excused
22 from regular duties for such leave.

1 15.3 Military Leaves. A unit member shall be entitled to full pay and benefits, as required
2 by law, when on military leave and shall retain all rights and privileges granted by law arising out of
3 the exercise of military leave.

4 15.4 Sick Leave.

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

9 15.4.2 Notification. The District shall designate a specific office, and an alternate
10 (absence reporting system, aka “SubFinder”), for each school site and/or department, where unit
11 members shall be required to notify the District of an impending absence. Whenever possible, a unit
12 member will notify the District of an impending absence at least one (1) hour prior to the start of that
13 unit member’s shift. The District shall establish reasonable rules pertaining to the reporting of
14 impending absences and/or date that a unit member will return to work. The District may require a
15 unit member to provide a doctor’s certification of his or her illness after the unit member has been
16 absent for five (5) consecutive days or more or when administration has a reasonable suspicion of
17 sick leave abuse. Such rules shall contain a presumption that a unit member will return to work
18 unless the District is otherwise advised.

19 15.4.3 A unit member, employed five (5) days a week, who is employed for less than
20 a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or
21 injury as the number of months he/she is employed bears to twelve (12) months.

22 15.4.4 A unit member employed less than five (5) days per week shall be entitled, for
23 a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as
24 the number of days he/she is employed per week bears to five (5). When such persons are employed

1 for less than a full fiscal year of service this paragraph and the preceding paragraph shall determine
2 that proportion of leave of absence for illness or injury to which they are entitled.

3 15.4.5 Pay for any day of such absence shall be the same as the pay which would
4 have been received had the unit member served during the day of illness.

5 15.4.6 At the beginning of each fiscal year, the full amount of sick leave granted
6 under this Section shall be credited to each unit member. Credit for sick leave need not be accrued
7 prior to taking such leave and such leave may be taken at any time during the year. However, a new
8 unit member of the District shall not be eligible to take more than six (6) days until the first day of
9 the calendar month after completion of six (6) months of active service with the District.

10 15.4.7 In accordance with Article 15.11, below, a unit member may use (as set forth
11 in Section 15.4.1) or the District may require that sick leave be used to provide pay during an
12 otherwise unpaid family and/or pregnancy disability leave.

13 15.4.8 If any unit member does not take the full amount of leave allowed in any year
14 under this Section, the amount not taken shall be accumulated from year to year.

15 15.4.9 The unit member may convert unused sick leave to retirement credit in
16 accordance with applicable laws if the unit member is filing a request for retirement.

17 15.4.10 Extended Illness Leave. The District agrees to maintain a rule which
18 provides that a regular unit member shall once a year be credited with a total of one-hundred (100)
19 working days of paid sick leave, including the days to which unit members are entitled pursuant to
20 Articles 15.4.1 through 15.4.8, above. Days of paid sick leave in addition to those required by
21 Articles 15.4.1 through 15.4.8 shall be compensated at fifty percent (50%) of the unit member's
22 regular salary. The paid sick leave authorized under this Article 15.4.9 shall be exclusive of any
23 other paid leave, holidays, vacation or compensatory time to which the unit member may be entitled,
24 and shall not accumulate.

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

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

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

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

20 15.5 Industrial Accident and Illness Leave.

21 15.5.1 Leaves for industrial accident or illness are subject to the following
22 provisions:

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

- 1 b. Allowable leave shall not be cumulative from year to year.
- 2 c. Industrial accident or illness leave will commence on the first day of
3 absence.
- 4 d. Payment for wages lost on any day shall not, when added to an award
5 granted the unit member under applicable Workers' Compensation laws, exceed the normal wage for
6 the day.
- 7 e. Industrial accident and illness leave will be reduced by one (1) day for
8 each day of authorized absence regardless of a compensation award made under Workers'
9 Compensation.
- 10 f. When an industrial accident or illness occurs at a time when the full
11 sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that
12 amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same
13 illness or injury.

14 15.5.2 The industrial or illness leave of absence is to be used in lieu of entitlement
15 under the sick leave provisions of this Agreement. When entitlement to industrial accident or illness
16 leave has been exhausted, entitlement or other sick leave will then be used; but if a unit member is
17 receiving Workers' Compensation benefits, the unit member shall be entitled to use only so much of
18 the unit member's accumulated or available sick leave, accumulated compensating time, vacation or
19 other available leave which, when added to the workers' compensation award, provides for a full
20 days wages or salary.

21 15.5.3 Additional leave of absence due to industrial accident or illness may be
22 provided for under the special leave provisions of this Agreement; during such leave, the unit
23 member may return to the person's position without suffering any loss of status or benefits.

1 15.5.4 Periods of leave of absence for industrial accident or illness, paid or unpaid,
2 shall not be considered to be a break in service of the unit member.

3 15.5.5 During all paid leaves of absence for industrial accident or illness, whether
4 industrial accident or illness leave under this Section, sick leave, vacation, compensated time off or
5 other available leave provided by law or the action of the District under the special leave provisions
6 of this Agreement, the unit member shall endorse to the District wage loss benefit checks received
7 under the Workers' Compensation laws of California. The District, in turn, shall issue the unit
8 member appropriate warrants for payment of wages or salary and shall deduct normal retirement and
9 other authorized contributions. Reduction of entitlement to leave shall be made only in accordance
10 with this Section.

11 15.5.6 When all available leaves of absence, paid or unpaid, have been exhausted and
12 if the unit member is not medically able to assume the duties of the unit member's position, the unit
13 member shall, if not placed in another position, be placed on a reemployment list for a period of
14 thirty-nine (39) months. When available, during the thirty-nine (39) month period, the unit member
15 shall be employed in a vacant position in the class of the unit member's previous assignment over all
16 other available candidates except for a reemployment list established because of lack of work or lack
17 of funds, in which case the unit member shall be listed in accordance with his/her seniority.

18 15.5.7 In order to qualify for the benefits of industrial accident or illness leave, the
19 unit member must have served with the District for a period of twelve (12) months. For the purposes
20 of this Section, twelve (12) months of service means that the unit member must have been a regular
21 permanent or probationary unit member of the District for one full calendar year prior to the first day
22 of absence, except that all prior service in a regular permanent or probationary capacity shall be
23 credited in the case of a unit member with one or more periods of broken service.

1 15.5.8 Any unit member receiving benefits as a result of this Section shall, during
2 periods of such injury or illness, remain within the State of California unless the District authorizes
3 travel outside the state.

4 15.5.9 A unit member who has been placed on a reemployment list, as provided
5 herein, who has been medically released for return to duty and who fails to accept an appropriate
6 assignment shall be dismissed.

7 15.6 Salary Deductions for Absences. When a unit member has exhausted entitlement to
8 industrial accident leave and vacation (if applicable), regular sick leave, accumulated compensating
9 time (if applicable), and/or any other paid leave, the amount deducted from his/her salary due for any
10 further period of absence on account of any illness or injury shall be governed by the applicable
11 provisions of the Education Code.

12 15.7 Break in Service.

13 15.7.1 No absence under any paid leave provision of this Article shall be considered
14 as a break in service for any unit member who is in paid status, and all benefits accruing under the
15 provisions of this Agreement shall continue to accrue under such absence.

16 15.7.2 No period of unpaid leave of absence or period of time on a statutory
17 reemployment list shall be considered a break in service for the purposes of retaining seniority under
18 this Agreement.

19 15.7.3 Upon return, all time during which a unit member is in involuntary unpaid
20 status during personal or industrial accident leave shall be counted for seniority purposes not to
21 exceed thirty-nine (39) months. During such time, the individual will not accrue vacation, sick
22 leave, holidays or other benefits.

23 15.7.4 Any permanent unit members of the District who voluntarily resign their
24 permanent classified position may be reinstated or reemployed by the Board within thirty-nine (39)

1 months of their last day of paid service, without further competitive examination, to a position in
2 their former classification as a permanent or limited-term unit member, or as a permanent or limited-
3 term unit member in a related or lower class or a lower class in which the unit member formerly had
4 permanent status. If the District elects to reinstate or reemploy a person as a permanent unit member
5 under the provisions hereof, it shall disregard the break in service of the unit member and classify
6 him/her as, and restore to him/her all of the rights, benefits and burdens of a permanent unit member
7 in the class to which he/she is reemployed or reinstated.

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

15 15.8.1 The death of a member of the unit member's immediate family when
16 additional leave is required beyond that provided in Section 15.1 of this Article.

17 15.8.2 As a result of an accident or illness involving a unit member's person or
18 property or the person or property of his/her immediate family.

19 15.8.3 When resulting from an appearance in any court or before any administrative
20 tribunal as a litigant, party, or witness under subpoena or order made with jurisdiction.

21 15.8.4 Other personal necessities which are allowed at the discretion of the
22 Superintendent or designee, provided that under no circumstances shall leave be available for
23 purposes of personal convenience or desire (as opposed to necessity) for the extension of a holiday

1 or a vacation, or for matters which can be taken care of outside the normal working hours, or for
2 recreational activities.

3 15.8.5 Unless the personal necessity is of an extremely sensitive nature, the unit
4 member must obtain prior written approval from the appropriate management person, except in
5 circumstances outlined in 15.8.1 or 15.8.2 above. Should those circumstances arise, the unit member
6 shall make every effort to comply with District procedures to enable the District to secure a
7 substitute.

8 15.8.6 Under all circumstances a unit member shall verify in writing that the personal
9 necessity leave was used only for purposes as set forth above, and shall submit such verification or
10 proof as is deemed appropriate by the Superintendent or designee.

11 15.9 Personal Discretion. Each unit member shall be entitled to utilize five (5) days of
12 their personal necessity leave per year, non-cumulative, for personal discretion based solely on
13 verification by the unit member that the leave is serious in nature, involves circumstances that the
14 unit member cannot reasonably ignore, and requires the unit member's attention during normal
15 working hours. Such leave may not be used for the extension of a holiday vacation, but may be used
16 to appear in court as a litigant or for paternity leave. The unit member shall make every effort to
17 comply with District procedures to enable the District to secure a substitute.

18 15.10 General Leaves. When no other leaves are available, a leave of absence may be
19 granted to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the
20 District and the unit member.

21 15.10.1 A general leave may be granted for, among other reasons, the purpose of
22 study or retraining. Such leave may be granted in increments of appropriate periods as required by
23 the study or retraining program involved. Such leave cannot be granted to a unit member who has
24 not served at least three (3) consecutive years preceding the granting of the leave, and no more than a

1 total of one (1) year of such leave may be granted within any three (3) year period. The District may
2 prescribe standards of service which may entitle the unit member to the leave of absence. Leaves
3 granted hereunder shall not be deemed a break in service, however no benefits shall accrue to a unit
4 member while on leave.

5 15.11 Family and Pregnancy Disability Leave.

6 15.11.1 Family Leave. Under the Federal Family and Medical Leave Act of 1993
7 (“FMLA”) and the California Family Rights Act of 1993 (“CFRA”), a unit member shall be eligible
8 for state and/or federal family leave of up to twelve (12) weeks in a twelve (12) month period if the
9 unit member has been employed by the District for more than twelve (12) months, has worked at
10 least 1,250 hours in the twelve (12) months preceding a family leave request and the unit member is
11 employed at a worksite where the District employs fifty (50) or more persons or the District employs
12 at least fifty (50) unit members within seventy-five (75) miles of the unit member’s worksite.

13 15.11.2 Purpose of Leave. An eligible unit member may be entitled to take up to
14 twelve (12) workweeks of unpaid, job protected family leave in a twelve (12) month period using the
15 “rolling forward” method of calculation for the birth, adoption, or foster care placement of a child
16 with the unit member; for the unit member’s own serious health condition or to care for the unit
17 member’s child, parent or spouse who has a serious health condition. In accordance with applicable
18 law, the unit member may request or the District may require that paid leave, as provided in this
19 Article, be used to provide pay during an otherwise unpaid family leave.

20 15.11.3 Pregnancy Leave. If disabled by pregnancy, childbirth or related medical
21 conditions, a unit member may be entitled to take an unpaid pregnancy disability leave (“PDL”) of
22 up to four months, depending on the unit member’s period(s) of actual disability. If the unit member
23 is also eligible for FMLA/CFRA family leave, she may be entitled to take both a PDL/FMLA leave,
24 followed by a CFRA leave in connection with the birth of her child. In accordance with applicable

1 law, the unit member may request or the District may require that paid leave, other than vacation
2 leave, be used to provide pay during an otherwise unpaid pregnancy disability leave. Further, at the
3 unit members option, vacation leave may be used to provide pay during an otherwise unpaid
4 pregnancy disability leave.

5 15.11.4 Pay During Leave. Family and/or pregnancy disability leave is unpaid leave.
6 However, a unit member may request or the District may require that any paid and/or unpaid leave
7 be substituted/coordinated with family and/or pregnancy disability leave as provided above or to the
8 maximum extent allowed by law. A unit member may request use of vacation leave upon exhaustion
9 of sick leave. Unit members wishing to use vacation leave shall notify Human Resources and follow
10 up with a written verification to Human Resources as soon as possible.

11 15.11.5 Duration of Leave. When medically necessary, family and/or pregnancy
12 leave may be taken on an intermittent or a reduced work schedule. The basic minimum duration for
13 family and/or pregnancy leave is the shortest period of time that the District's payroll system uses to
14 account for absences or use of leave. Where a unit member is taking CFRA leave following the
15 birth, adoption or foster care placement of a child, the basic minimum duration for such leave is two
16 (2) weeks, except that less than two (2) weeks may be taken on any two (2) occasions following the
17 birth of a unit member's child, and such leave must be concluded within one (1) year of the birth, or
18 placement of a child with the unit member for adoption or foster care.

19 15.11.6 Notice. Unit members must generally provide at least thirty (30) days
20 advance notice for foreseeable events (such as the expected birth of a child or a planned medical
21 treatment for the unit member or the unit member's family member). For events which are
22 unforeseeable, the unit member should notify the District, at least verbally, as soon as the unit
23 member learns of the need for the leave. Failure to comply with these notice requirements is
24 grounds for and may result in deferral of the requested leave.

1 15.11.7 Certification. The District may require certification from the unit member's
2 health care provider where leave is based on disability due to pregnancy, childbirth or a related
3 medical condition or the unit member's own serious health condition. The District may also require
4 certification from the health care provider of the unit member's child, parent, or spouse who has a
5 serious health condition. Where family leave is requested due to the unit member's own serious
6 health condition, the District may also require second or third opinions (at District expense). In
7 addition to the above, the District may require a fitness for duty report prior to the unit member's
8 return to work following his/her serious health condition.

9 15.11.8 Benefits During Leave. During family leave, the District will continue group
10 health plan coverage for up to a maximum of twelve (12) weeks in any twelve (12) month period
11 under the same terms and conditions as applied prior to the unit member's leave of absence. Upon
12 returning from leave, unit members will generally be restored to their original or equivalent positions
13 with equivalent pay, benefits, and other employment terms. Taking a family care or pregnancy
14 disability leave cannot result in the loss of any employment benefit that accrued prior to the start of
15 the leave of absence.

16 15.11.9 Additional Information. For more information and/or a copy of the District's
17 comprehensive policies regarding family and pregnancy disability leave, unit members should
18 contact Human Resources.

19 15.12 Catastrophic Leave. When a catastrophic illness or injury incapacitates a unit
20 member or a member or his or her family for an extended period of time, fellow unit members may
21 donate accrued vacation and sick leave credits to that unit member under the specific requirements of
22 the District's Catastrophic Leave Program. Donations under the Catastrophic Leave Program shall
23 be strictly voluntary.

1 15.12.1 A unit member who is, or whose family member is, suffering from a
2 catastrophic illness or injury may request donations of accrued vacation or sick leave credits under
3 the Catastrophic Leave Program.

4 15.12.2 “Catastrophic illness” or “injury” means an illness or injury that is expected
5 to incapacitate the unit member for an extended period of time, or that incapacitates a member of the
6 unit member’s family which incapacity requires the unit member to take time off work for an
7 extended period of time to care for that family member, and taking extended time off work creates a
8 financial hardship for the unit member because he or she has exhausted all of his or her sick leave
9 and other paid time off (Education Code 44043.5).

10 15.12.3 Upon requesting donations under this program the unit member shall provide
11 verification of the catastrophic injury or illness which verification shall be made by means of a letter,
12 dated and signed by the sick or injured person’s physician, indicating the incapacitating nature and
13 probable duration of the illness or injury.

14 15.12.4 The School Board or designee shall determine that the unit member is unable
15 to work due to the unit member’s or his or her family member’s catastrophic illness or injury, and
16 that the unit member has exhausted all accrued paid leave. When such verification and
17 determination has been made, the School Board or designee may approve the transfer of accrued
18 vacation and sick leave credits.

19 15.12.5 The Superintendent or designee shall inform unit members of the means by
20 which donations may be made in response to the unit member’s request.

21 15.12.6 Any unit member, upon written notice to the District may donate accrued
22 vacation and/or sick leave credits to the requesting unit member at a minimum of eight hours, and in
23 hour increments thereafter. All transfers of eligible leave credit shall be irrevocable. (However,
24 where donations appear to be far in excess of what will be needed in a particular case, the Business

1 Office will make a good faith effort not to accept such donations on a pro rata basis). To ensure that
2 unit members retain sufficient accrued sick leave to meet needs that normally arise, donors shall not
3 reduce their accumulated sick leave to fewer than (40) hours.

4 15.12.7 Donated leave shall be changed to its cash value and then credited to the
5 recipient in equivalent hours at the recipient's base hourly rate of vacation or leave.

6 15.12.8 Benefiting unit members may use donated leave credits for a maximum of
7 twelve (12) months. Benefiting unit members shall use any leave credits that he or she continues to
8 accrue on a monthly basis before receiving paid leave pursuant to this program. Upon expiration of
9 the twelve (12) month period, any remaining donated leave will be placed in a pool for the exclusive
10 use of other unit members. The District will provide a report to the CSEA Chapter President, upon
11 request, on the pool balance.

12 15.12.9 Unit members may donate leave credits to certificated employees, so long as
13 such donations are not prohibited by applicable laws or regulations.

14 15.12.10 The Superintendent or designee shall ensure that all donations are
15 confidential.

16 **ARTICLE 16**

17 TRANSFERS

18 16.1 Definition. Transfer shall mean a change of unit member assignment that results in a
19 change of the unit member's assigned work site or work shift without a change in classification.

20 16.2 Rights. Unit members may be transferred or may request to be transferred to
21 positions for which they are qualified provided such is in the same salary range or classification. If
22 any transfer is challenged by the unit member as being for punitive reasons, the unit member has the
23 right to subject the transfer to the grievance procedure or the discipline procedure, but in either event
24 all issues shall be resolved in a single procedure (grievance or discipline).

1 16.3 Voluntary Transfers.

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

16 16.3.2 The filing of a request for transfer shall not jeopardize the unit member's
17 current assignment. A request for transfer may be withdrawn by the unit member making it at any
18 time, unless a commitment for replacement has been made by Human Resources or more than one
19 (1) business day has expired since the meeting between the unit member and his supervisor as set
20 forth in Section 16.3.1.

21 16.3.3 Where an open position would result in an increase in hours for an applicant,
22 whether or not it would be a transfer, the provisions of 16.3.1 shall apply.
23
24

1 year) even if there is no change in classification. This Article applies only to promotions within the bargaining unit.

3 17.1.1 First Consideration. To the extent consistent with the District's affirmative
4 action program, unit members shall receive consideration in filling any job vacancy which can be
5 considered a promotion after the announcement of the position vacancy.

6 17.1.2 Filling of Vacancies. In considering unit members for a promotional vacancy,
7 skills, experience, abilities, test results and job performance records will be the deciding factors. If
8 there are no appreciable distinguishing differences between candidates, preference shall be given to
9 the senior unit member applicant. A written procedure will describe the process for in house
10 promotions for unit members.

11 17.1.3 Interviews. The District shall select an interview panel that will include at
12 least one (1) person in the same or related classification as the position for which the promotion is
13 available. In selecting the interview panel the District will, whenever possible, consider choosing
14 panel members from list of three (3) names that the unit President will provide District
15 Administration. The panel will review the promotional process prior to the interview. The Chief
16 Human Resources Officer or designee, will determine the number of candidates who will be
17 interviewed but in the case of unit members, all who pass the test will receive an interview. All
18 interview questions will be job related and remain confidential. Before Administration makes a
19 decision, the interview panel will dialogue regarding the recommendations that the panel makes.
20 Regardless of the recommendation by the interview panel, the Administration has ultimate discretion
21 to choose who is selected for the promotion. If there are no appreciable distinguishing differences
22 between candidates, preference shall be given to the senior unit member applicant. After a selection
23 is made, upon an unsuccessful unit member candidate's request, the Chief Human Resources

1 Officer, or designee will meet with the candidate to review why the candidate was not chosen for the
2 promotional position.

3 17.1.4 Trial Period.

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

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

15 17.2 Posting of Notice.

16 17.2.1 Notice of all job vacancies shall be posted on the electronic job board utilized
17 by the District and bulletin boards in prominent locations at each District job site.

18 17.2.2 The job vacancy notice shall remain posted for a period of six (6) full working
19 days, during which time unit members may apply for the vacancy.

20 17.3 Notice Contents. The job vacancy notice shall include at least the job title, salary
21 range, a brief description of the position, duties, the assigned work hours and intended initial job site.

22 17.4 Application Process. Any unit member may apply for the vacancy by complying with
23 the application procedures used for all applicants. Any unit member on leave or vacation may
24 authorize his/her CSEA Representative to apply on the unit member's behalf.

1 17.5 Certification of Applicants. Following completion of the recruitment period, Human
2 Resources shall notify each applicant of his/her standing.

3 **ARTICLE 18**

4 CLASSIFICATION, RECLASSIFICATION, AND

5 ABOLITION OF POSITIONS

6 18.1 General. Each bargaining unit position shall be placed in a classification with a
7 designated title and intended initial job site and shall have: a regularly assigned minimum number of
8 hours per day, days per week, and weeks/months per year, a statement of the specific duties to be
9 performed in each such position, and a regular monthly salary range.

10 18.2 New Hires. Newly hired unit members shall be placed on Step 1 of the appropriate
11 classification, unless, in the discretion of the Human Resources administration, it is necessary to
12 place them at a higher step, up to Step 3, based on years of experience within a similar job field.

13 18.3 Inconsistent Duties; Compensation. Whenever the duties actually performed by an
14 incumbent in a position are not actually reflected in, or reasonably related to, the specific statement
15 of duties required to be performed as set forth in the job description for the position, the unit member
16 shall be reclassified, or granted pay for work out of classification, in accordance with the criteria and
17 procedure set forth below. This provision is not intended to apply to the situation that exists when a
18 unit member is responsible for all (or a majority of) the duties of a higher classification. In that
19 event, such unit member shall be entitled to the higher rate of pay for all time worked in such higher
20 classification (computed on a daily basis).

21 18.3.1 Short Term. Where the duties performed are not fixed and prescribed for the
22 position or reasonably related to those fixed and prescribed for the position, and where those duties,
23 upon the completion of which, such duties or similar duties will not be extended or needed on a
24 continuing basis, the unit member shall be entitled to an upward salary adjustment in an amount

1 which will reasonably reflect the duties which the incumbent performed. The incumbent shall be
2 entitled to such upward adjustment for the entire period such temporary duties were performed,
3 provided that the assignment was for a period of at least five (5) working days during any fifteen
4 (15) calendar-day period. It is the intent of this section to permit the District to temporarily work
5 unit members outside their normal duties but in so doing to require that some reasonable additional
6 compensation be provided the unit member during such temporary assignment.

7 18.3.2 Continuing Basis. Where the duties are not fixed and prescribed for the
8 position or reasonably related to the position, and where the duties will be extended or needed on a
9 continuing basis, the incumbent shall be entitled to have his/her position upgraded to a higher
10 classification. It is the intent of this section to provide for the upgrading of positions to higher
11 classification where there has been an increase in, or change in, the duties being performed by
12 incumbents in such positions, where such increases or changes are not temporary in nature.

13 18.3.3 Procedure. The Grievance Procedure of this Agreement shall be utilized for
14 claims for pay for work out of classification. If, at any level of the Grievance Procedure, the parties
15 agree that the issue is reclassification, the time limits in the Grievance Procedure shall be tolled to
16 allow the parties to meet and negotiate a reclassification. Should negotiations be unsuccessful, the
17 Association has the option to continue to pursue the Grievance Procedure.

18 18.3.4 Reclassification Requests. If a unit member determines to file a request for
19 reclassification, such request shall be filed with the District on a form agreed upon between CSEA
20 and the District not later than February 1 of each year. The unit member must send a copy of the
21 form to CSEA. Thereafter, the District will review this request and consult with the Association
22 regarding the request to determine the merits of conducting a formal study. If the District and the
23 Association agree that a reclassification study would be appropriate, the matter will be submitted to
24 the reclassification study process.

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

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

12 18.4 New Classification. In the event that the District hereafter creates a new job
13 classification or substantially changes the duties of an existing classification to which this
14 Agreement applies, the District and CSEA shall meet to negotiate with regard to whether or not such
15 position is to be included within the bargaining unit and the rate of pay to be assigned to such
16 position if the parties agree that the position is to be included within the bargaining unit. In the event
17 there is a dispute as to whether or not the position is to be included within the bargaining unit, either
18 party may petition the Public Employment Relations Board for Unit Clarification. If there is a
19 dispute as to the appropriate rate of pay to be assigned the position, CSEA may invoke the Grievance
20 Procedure of this Agreement, commencing such at Level IV.

21 18.5 Salary Placement of Reclassified Positions. When a position or class of positions is
22 reclassified, the position or positions shall be placed at a minimum, on the step of the new range
23 which will result in a salary increase.

1 19.1.3 “Classification.” A position within a class which has a designated title,
2 specific duties, responsibilities, and minimum qualifications and which has a designated salary
3 range.

4 19.1.4 “Seniority.” For purposes of this Article, “length of service” means all hours
5 in paid status, whether during the school year, a holiday, recess, or during any period that a school is
6 in session or closed, but does not include any hours compensated solely on an overtime basis.
7 Seniority, within a class, shall be calculated by time worked within classifications of higher, equal or
8 lower ranking in which the unit member is serving, or has served.

9 19.2 Procedure. Whenever a unit member is laid off, the order of layoff within the
10 classification shall be determined by length of service within the classification. The unit member
11 who has been employed the shortest time in the classification, plus higher classifications, shall be
12 laid off first. Reemployment shall be in the reverse order of layoff. Unit members who are laid off
13 shall exercise bumping rights, based on seniority, into any equal or lower classification previously
14 held, or into any classification not previously held, within their current class or a class where the unit
15 member has previously served, provided that the classification into which the unit member is
16 bumping is equal or lower than that classification in which the unit member is serving, and provided
17 further that the unit member’s current or previously held classification required all of the job
18 qualifications required for the classification the unit member is bumping into. It is the purpose of
19 this provision to permit bumping into classifications previously held by the unit member, and into
20 classifications so closely related to classifications previously held that the unit member was
21 considered to have all the qualifications required for that position. For example, a Secretary II could
22 exercise bumping rights to a Junior Clerk position, but not to an Paraeducator position, if the
23 Secretary II had never served in either position. Merely because a position is within the same class

1 does not mean any unit member in a higher classification in that class could bump into it based on
2 seniority.

3 19.3 Notification to CSEA. Layoff procedures will be conducted in accordance with
4 applicable law.

5 19.4 Grievances. In the event of a dispute over computation of seniority/seniority rights,
6 the affected unit member(s) may file a grievance pursuant to the Grievance Procedure of this
7 Agreement.

8 19.5 Seniority Roster. The District shall provide CSEA with a relevant seniority roster
9 prior to implementation of layoff.

10 19.6 Ties in Seniority. In the event of identical seniority pursuant to the appropriate
11 subsections above, seniority shall be determined by lot. The Association shall have the right to
12 designate a member of its executive board to witness the drawing by lot.

13 19.7 Reemployment Rights.

14 19.7.1 A unit member who has been laid off is eligible for reemployment in the class
15 from which he/she was laid off for up to thirty-nine (39) months and shall be reemployed in
16 preference to new applicants. Reemployment shall be in the reverse order of layoff without regard to
17 number of hours assigned at the time of layoff. (See Education Code section 45308.) A unit
18 member on layoff has the right to apply for any promotional positions within the thirty-nine (39)
19 month period. A unit member who takes a voluntary demotion in lieu of layoff shall be granted the
20 same rights as persons laid off and shall retain eligibility for reemployment for an additional twenty-
21 four (24) months, provided that the same tests of fitness for the class still apply. (See Education
22 Code section 45298.) Unit members who have been laid off shall be given priority over current
23 substitutes who are not affected by layoff, regardless of classifications. Such employee must meet
24 the minimum qualifications in order to substitute.

- 1 g. Drinking alcoholic beverages and/or the use of drugs, controlled substances,
2 or narcotics while on duty or in such close time proximity thereto as to cause any detrimental effect
3 upon the unit member or upon unit members associated with him/her.
- 4 h. Use and/or addiction to controlled substances.
- 5 i. Conviction of a felony, conviction of any sex offense made relevant by
6 provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect
7 the unit member's ability to perform the duties and responsibilities of his/her position. A plea or
8 verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction
9 within the meaning of this section.
- 10 j. Absence without leave.
- 11 k. Abandonment of position.
- 12 l. Immoral conduct.
- 13 m. Discourteous treatment of the public, students, or other employees.
- 14 n. Improper political activity.
- 15 o. Willful disobedience.
- 16 p. Misuse of district property.
- 17 q. Violation of district, Board or departmental rule, policy or procedure.
- 18 r. Failure to possess or keep in effect any license, certificate, or other similar
19 requirement specified in the unit member's classification specification or otherwise necessary for the
20 unit member to perform the duties of the position.
- 21 s. Refusal to take and subscribe any oath or affirmation which is required by law
22 in connection with his/her employment.

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

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

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

12 20.1.1 The Closed Circuit Television (“CCTV”) System, which is used primarily to
13 support security measures, shall not be used for observing, monitoring or evaluating a unit member’s
14 performance or discipline. However, if a unit member is reasonably suspected to be involved in
15 criminal activity or violation of District rules and regulations and the unit member’s actions are
16 captured on the CCTV videotapes during routine surveillance, the CCTV-videotapes can be part of
17 the investigative process.

18 20.2 In taking disciplinary action against a permanent unit member pursuant to this Article,
19 a written notice of proposed discipline shall be served on the unit member personally, or by certified
20 mail, at least five (5) calendar days prior to the effective date of the proposed action. The notice of
21 proposed discipline shall contain:

22 20.2.1 A description of the proposed action and its effective date;

23 20.2.2 A statement of the reasons for such proposed action, including the acts or
24 omissions on which the proposed action is based;

1 20.2.3 Copies of materials, if any, in the possession of District upon which the
2 proposed action is based;

3 20.2.4 A statement of the unit member's right to a hearing regarding the charges, as
4 provided for below;

5 20.2.5 A statement of the unit member's right to be represented during this
6 procedure;

7 20.2.6 A statement of the unit member's right to appeal to the Board should the
8 proposed action be recommended to the Board;

9 20.2.7 A District form, the signing and filing of which shall constitute a demand for a
10 hearing where the District determines to recommend that such discipline be imposed.

11 20.3 Should discipline be recommended to the Board, CSEA shall have the right to refer
12 such action to an impartial hearing officer selected in accordance with the following procedure.

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

21 20.3.1 The issues to be submitted to the hearing officer are as follows: Is the
22 proposed discipline for just cause, or was (unit member's name) disciplined for just cause
23 (whichever is appropriate). If not, to what remedy, if any, is (unit member's name) entitled?

1 20.3.2 The decision of the hearing officer shall be advisory to all parties and shall be
2 subject to review by the Board. The hearing officer's decision shall be provided within thirty (30)
3 days of the close of the hearing or he/she will be penalized by a fee reduction of \$25.00 per day.

4 20.4 Summary discipline, which shall be defined for the purposes of this Article as a
5 suspension of five (5) days or less or any action resulting in a deprivation of an incident of
6 classification, may be appealed to the Superintendent or designee, and thereafter by said unit
7 member to the Board. A unit member shall be entitled to a Skelly hearing before, during or within
8 fourteen (14) calendar days of any suspension without pay of five (5) days or less. The
9 Superintendent or designee shall serve as the hearing officer for any hearing conducted pursuant to
10 this provision. A unit member must file an appeal with the Board by delivering a written appeal to
11 the Superintendent's office within seven (7) calendar days of the hearing officer's decision if he or
12 she wishes to appeal the hearing officer's decision.

13 20.4.1 Prior to a written reprimand, other than an annual scheduled performance
14 evaluation being placed in a unit member's personnel file, the affected unit member shall have the
15 right to a conference with the supervisor issuing the reprimand. The unit member may, at his/her
16 request, be represented by a CSEA Steward at this conference.

17 20.4.2 The unit member shall have five (5) days from receipt of the reprimand to file
18 a written rebuttal which shall be attached to the reprimand if it is placed in the unit member's
19 personnel file. This five (5) day time limit may be waived by mutual agreement of the parties.

20 20.5 The parties agree that in circumstances where the conduct of a unit member is
21 reasonably believed to constitute a threat to the person or property of the District, its unit members,
22 or students, such justifies an immediate suspension without notice.

23 20.6 At any investigatory interview which a unit member reasonably believes may lead to
24 discipline, the unit member shall have the right, upon request, to be represented by CSEA.

1 **ARTICLE 21**

2 **GRIEVANCE PROCEDURE**

3 21.1 **Definitions.** A “grievance” is a formal written allegation by a grievant that there has
4 been a violation, misinterpretation or misapplication of a provision of this Agreement.

5 A “grievant” may be any unit member or the Association.

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

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

11 21.2 **Right to Representation.** The grievant has the right to have a representative present at
12 any level of the grievance procedure.

13 21.3 **Informal Level.** Before filing a formal written grievance, the grievant shall attempt to
14 resolve it by an informal conference with his/her immediate supervisor.

15 21.4 **Formal Level.**

16 21.4.1 **Level I.** Within ten (10) days after the grievant knew or should have known
17 of the occurrence of the act or omission giving rise to the grievance, the grievant must present
18 his/her grievance in writing on the appropriate form to the unit member’s immediate supervisor or
19 his/her designee. This statement shall be a clear, concise statement of the grievance, the
20 circumstances involved, the decision rendered at the informal conference, if applicable, the specific
21 remedy sought and the section of this Agreement alleged to have been violated. Grievance shall be
22 date stamped by site secretary or designee.

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

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

2 21.4.2 Level II. If the grievant is not satisfied with the disposition of the grievance at
3 Level I, or if no written decision has been rendered within five (5) days after the grievant has filed
4 with the immediate supervisor, the grievant may, within five (5) days after receipt of a decision by
5 the immediate supervisor or within five (5) days of the expiration of the response period mentioned
6 above, file a Level II grievance with the Chief Human Resources Officer or designee. Within the
7 above time limits the Chief Human Resources Officer or designee shall schedule a conference.

8 21.4.3 Level III. If the grievant is not satisfied with the disposition of the grievance
9 at Level II, or if no written decision has been rendered within five (5) days after the grievant has
10 filed with the Chief Human Resources Officer or designee, the grievant may, within five (5) days
11 after receipt of a decision by the Chief Human Resources Officer or designee or within five (5) days
12 of the expiration of the response period mentioned above, file a Level III grievance with the
13 Superintendent.

14 21.4.4 Level IV. If the grievant is not satisfied with the disposition of the grievance
15 at Level III or if no written decision has been rendered within five (5) days after the grievant has
16 filed with the Superintendent or designee, CSEA may, within five (5) days after receipt of a decision
17 by the Superintendent or designee or within five (5) days of the expiration of the response period
18 mentioned above, request in writing to the Superintendent or designee that the District submit the
19 grievance to arbitration.

20 In the alternative, if the parties mutually agree in writing, the dispute may be
21 submitted to mediation by the State Mediation/Conciliation Service. If the parties so agree, the
22 timelines for submission to arbitration shall be tolled until the mediation process is complete. The
23 parties will develop a list of mediators that can be used in the process. If the parties are unable to
24 agree on a mediator, the matter will go forward to arbitration if either party so desires.

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

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

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

16 21.5 No Reprisal. No reprisals shall be taken against any party participating in the
17 grievance procedure herein by CSEA or the District.

18 21.6 Notice of Resolution. Prior to the resolution of any grievance at Level III, above,
19 CSEA shall receive a copy of the grievance and the proposed resolution and shall be given the
20 opportunity to file a response.

21 21.7 Release Time. Release time shall be provided the grievant and one (1) CSEA
22 representative at a time when mutually agreed to by the grievant and the management employee
23 involved at any level.

1 **ARTICLE 24**

2 **NO DISCRIMINATION**

3 24.1 Neither party shall unlawfully discriminate against any unit member with respect to
4 wages, hours, or other terms and conditions of employment on the basis of race, national origin,
5 religion, sex, sexual orientation, disability, marital status, union activities, or on any other unlawful
6 ground.

7 **ARTICLE 25**

8 **SEVERABILITY**

9 25.1 Savings Clause. If during the life of this Agreement there exists any applicable rule,
10 regulation, or order issued by governmental authority other than the District which shall render
11 invalid or restrain compliance with or enforcement of any provision of this Agreement, such
12 provision shall be immediately suspended and be of no effect hereunder so long as such law, rules,
13 regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement
14 shall not invalidate any remaining portions which shall continue in full force and effect.

15 25.2 Replacement for Severed Provision. In the event of suspension or invalidation of any
16 Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days
17 after such determination for the purpose of arriving at a mutually satisfactory replacement for such
18 Article or Section.

19 **ARTICLE 26**

20 **EFFECT OF AGREEMENT**

21 26.1 It is understood and agreed that the specific provisions contained in this Agreement
22 shall prevail over District practices and procedures and over state laws to the extent permitted by
23 state law and that, unless contrary to the intent of this Agreement, such practices and procedures are
24 discretionary with the District.

1 **ARTICLE 27**

2 **COMPLETION OF MEET AND NEGOTIATE**

3 27.1 Except as provided in Article 29, during the term of this Agreement, the Association
4 expressly waives the right to meet and negotiate with the District with respect to any subject or
5 matter whether or not referred to or covered in this Agreement, even though such subject or matter
6 may not have been within the knowledge or contemplation of the parties at the time they met and
7 negotiated on, and executed this Agreement.

8 27.2 **IBB**. The parties will continue to utilize the interest based bargaining method for
9 negotiations.

10 **ARTICLE 28**

11 **STATUTORY OBLIGATIONS**

12 28.1 **EERA Controls**. The parties acknowledge that obligations imposed upon the District,
13 unit members and the Association under the Education Code, relating to wages, hours or other terms
14 and conditions of employment as set forth in the Educational Employment Relations Act should be
15 complied with by the respective parties subject to any modification lawfully established by this
16 Agreement.

17 28.2 **Nonapplicability of Grievance Procedure**. The provisions of this Article shall not be
18 subject to the grievance procedure, and “grievances,” as defined in this Agreement, may not be
19 addressed by the procedures set forth in this Article.

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

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

3 28.4 Advisory Arbitration. Within ten (10) days after the request for arbitration is filed
4 with the Superintendent, the District and the Association shall attempt to voluntarily agree upon the
5 selection of an arbitrator. If no agreement can be reached, the parties shall within said ten (10) day
6 period request a list of arbitrators from the California State Mediation /Conciliation Service.

7 28.5 Arbitrator’s Powers. The arbitrator shall have no power to alter, amend, change,
8 modify, add to or subtract from any of the terms of the Agreement. The decision of the arbitrator
9 shall be based solely upon the evidence and arguments presented to him by the respective parties in
10 the presence of each other or in writing with copies to each other.

11 28.6 Cost of Hearing. The costs of the arbitration hearing, including the arbitrator’s fees,
12 shall be borne equally by the District and the Association.

13 28.7 Time Requirements. The term “day,” as used in this Article, shall mean a day in
14 which the District Office is open. The failure to file a complaint or request arbitration within the
15 timelines set forth above shall be deemed a waiver of the complaint.

16 **ARTICLE 29**

17 DURATION

18 29.1 Length of Agreement. This Agreement shall remain in full force and effect from
19 July 1, 2013 until June 30, 2016, and from year to year thereafter unless alterations or amendments
20 are requested in writing in accordance with the Negotiations Article. Finally, during the three (3)
21 year term, both parties may reopen the Agreement in each year to negotiate salary and health and
22 welfare benefits and two (2) Articles. In order to reopen on any of the above referenced matters, the
23 parties shall follow Article 22.1.

24

1 PERRIS UNION HIGH SCHOOL
2 DISTRICT

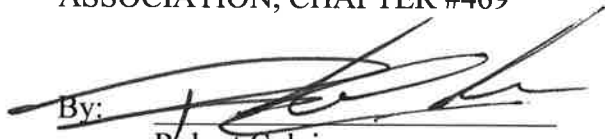
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER #469

3
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5 By:

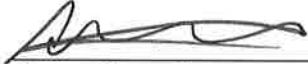


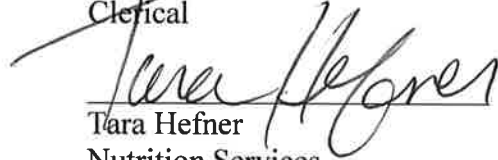
6 Steve Swartz
7 Assistant Superintendent, Human Resources

By:




8 Robert Colvin
9 Chapter President

10
11 
12 Shane Pinnell
13 Clerical

14 
15 Tara Hefner
16 Nutrition Services

17 
18 Alvin Hill
19 Community Service

20 
21 Wayne Listoe
22 Maintenance & Operations

23
24
25
26 Gary Snyder
27 Labor Relations Representative
28

Appendix A

PERRIS UNION HIGH SCHOOL DISTRICT

CLASSIFIED JOB CLASSIFICATIONS, SALARY RANGE AND WORK YEAR ASSIGNMENT

CLASSIFICATIONS

CLERICAL SERVICES

<u>Title</u>	<u>Range</u>	<u>Work Year</u>	<u>Work Days</u>
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
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 - 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
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

LONGEVITY

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

CLASSIFICATIONS

CLERICAL SERVICES - continued

<u>Title</u>	<u>Range</u>	<u>Work Year</u>	<u>Work Days</u>
Secretary IV	19	A	246
Systems Analyst	38	A	246
Translator	26	A	246

COMMUNITY SERVICES

<u>Title</u>	<u>Range</u>	<u>Work Year</u>	<u>Work Days</u>
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

MAINTENANCE & OPERATIONS

<u>Title</u>	<u>Range</u>	<u>Work Year</u>	<u>Work Days</u>
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

<u>Title</u>	<u>Range</u>	<u>Work Year</u>	<u>Work Days</u>
Lead Nutrition Services Assistant ...	19	I	181*
Nutrition Services Assistant	9	I	181

***Additional 3 days to be scheduled by Administrator.**

PER CSEA CONTRACT PART III:

Effective 7/1/14, unit members will be responsible for paying the employee portion of their PERS contributions.

Effective 7/1/14, the District will no longer pay a stipend of 6% to unit members not in the PERS system (working less than 50% of full time schedule).

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APPENDIX B

PART I

SALARY SCHEDULE

CLASSIFIED BARGAINING UNIT

Salary schedules included in this appendix became effective July 1, 2013 and reflects a 4% increase.

PERRIS UNION HIGH SCHOOL DISTRICT

Classified Bargaining Unit – Monthly Salary Schedule #20

(Galaxy Salary Schedule Effective Date July 1, 2013)

Row	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	1,752	1,842	1,934	2,033	2,133	2,240
2	1,798	1,889	1,979	2,079	2,184	2,293
3	1,842	1,934	2,033	2,133	2,240	2,352
4	1,889	1,979	2,079	2,184	2,293	2,409
5	1,934	2,033	2,133	2,240	2,352	2,469
6	1,979	2,079	2,184	2,293	2,409	2,532
7	2,033	2,133	2,240	2,352	2,469	2,597
8	2,079	2,184	2,293	2,409	2,532	2,659
9	2,133	2,240	2,352	2,469	2,597	2,727
10	2,184	2,293	2,409	2,532	2,659	2,792
11	2,240	2,352	2,469	2,597	2,727	2,863
12	2,293	2,409	2,532	2,659	2,792	2,937
13	2,352	2,469	2,597	2,727	2,863	3,012
14	2,409	2,532	2,659	2,792	2,937	3,086
15	2,469	2,597	2,727	2,863	3,012	3,164
16	2,532	2,659	2,792	2,937	3,086	3,247
17	2,597	2,727	2,863	3,012	3,164	3,327
18	2,659	2,792	2,937	3,086	3,247	3,413
19	2,727	2,863	3,012	3,164	3,327	3,496
20	2,792	2,937	3,086	3,247	3,413	3,584
21	2,863	3,012	3,164	3,327	3,496	3,672
22	2,937	3,086	3,247	3,413	3,584	3,765
23	3,012	3,164	3,327	3,496	3,672	3,855
24	3,086	3,247	3,413	3,584	3,765	3,955
25	3,164	3,327	3,496	3,672	3,855	4,053
26	3,247	3,413	3,584	3,765	3,955	4,156
27	3,327	3,496	3,672	3,855	4,053	4,260
28	3,413	3,584	3,765	3,955	4,156	4,364
29	3,496	3,672	3,855	4,053	4,260	4,473
30	3,584	3,765	3,955	4,156	4,364	4,581
31	3,672	3,855	4,053	4,260	4,473	4,697
32	3,765	3,955	4,156	4,364	4,581	4,812
33	3,855	4,053	4,260	4,473	4,697	4,931
34	3,955	4,156	4,364	4,581	4,812	5,052
35	4,053	4,260	4,473	4,697	4,931	5,178
36	4,156	4,364	4,581	4,812	5,052	5,307
37	4,260	4,473	4,697	4,931	5,178	5,441
38	4,364	4,581	4,812	5,052	5,307	5,576
39	4,473	4,697	4,931	5,178	5,441	5,715
40	4,581	4,812	5,052	5,307	5,576	5,857
41	4,697	4,931	5,178	5,441	5,715	6,003
42	4,812	5,052	5,307	5,576	5,857	6,153
43	4,931	5,178	5,441	5,715	6,003	6,307
44	5,052	5,307	5,576	5,857	6,153	6,463
45	5,178	5,441	5,715	6,003	6,307	6,625

1
2

- The hourly rate is calculated by dividing the monthly salary by 173.33 and prorated for unit members who are less than full time.

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

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

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

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

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

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

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

1 **PART II**

2 **HEALTH AND WELFARE BENEFITS**

3 A. General. Unit members shall be eligible for medical, dental and vision plans as offered
4 through the joint powers authority, "REEP". The premiums shall be a super-composite rate for
5 all unit members. The District contribution towards premiums for health and welfare benefits for
6 full-time unit members will be \$9,575 for 2013-2014, \$10,200 for 2014-2015 and \$11,000 for
7 2015-16.

8
9 The parties agree to the formation of an insurance committee with the specific purpose of
10 looking at ways to increase the health and welfare cap and/or to decrease insurance premiums.

11
12 The parties agree that this article may be reopened in order to negotiate the effects of the Patient
13 Protection and Affordable Care Act.

14
15 B. Health Insurance.

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

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

1 Effective July 1, 2015, unit members with cash option who are less than full-time will not
2 receive dental or vision benefits in addition to the cash option. Unit members may choose to
3 purchase dental and/or vision benefits from the District at the same premium offered to all other
4 unit members.

5
6 Effective July 1, 2015, unit members with cash option who are full-time will be enrolled in the
7 least expensive dental and vision plans available to the District. Unit members may choose to
8 purchase more expensive dental and/or vision benefits from the District at the same premium
9 offered to all other unit members. The difference in the plan(s) selected by the unit member and
10 the least expensive plans offered by the District will be borne by the unit member.
11

12 C. Cash Option. Unit members who have duplicate medical coverage may elect not to
13 receive medical benefits and, instead, may elect to receive cash compensation. Unit members
14 who choose the cash option will receive cash compensation in the amount of up to two thousand
15 five hundred dollars (\$2,500) on an annualized basis. Effective July 1, 2014, the cash option
16 shall be two thousand dollars (\$2,000).

17
18 D. Eligibility. Insurance benefits must be applied for by the unit member within thirty (30) days
19 of employment. Plan year renewal dates shall be July 1. Unit members shall be permitted to make
20 changes to insurance selections only (1) during open enrollment; or (2) upon change of status.

21
22 Full insurance benefits provided by the District apply only to regular full-time unit members. Said
23 benefits are to be applied on a prorated basis as the unit member's hours worked per week bear to
24 forty (40), and months worked per year bear to ten (10), for maximum benefits, except that unit
25 members hired after February, 1990, who have assignments that are less than three and one-half (3
26 1/2) hours will be precluded from participation in the District's health and welfare program. (Unit

1 members hired before February, 1990, who have assignments that are less than three and one-half (3
2 1/2) hours may remain or join the program.) Eligible part-time unit members will retain benefit
3 contributions based on their pro rata hours of employment but may apply contributions not used in
4 one area (for example, medical) to those that are selected (for example, dental).

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

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

11

12

PART III

13

RETIREMENT BENEFITS AND BONUS PAYMENT

14 Effective July 1, 2014, unit members will be responsible for paying the employee portion of their
15 Public Employee’s Retirement System (PERS) contributions and an increase of 7% will be
16 applied to Salary Schedule #20.

17

18 Effective July 1, 2014 the District will no longer pay a stipend of 6% to unit members not in the
19 PERS system (essentially those unit members working less than fifty percent (50%) of the full-
20 time schedule).