

TENTATIVE AGREEMENT

This Tentative Agreement is entered into by and between the Perris Union High School District (the 'District') and California School Employees Association and its Chapter 469 (the "Association"), collectively as the "Parties".

Any issue, subject, or matter discussed by the District and Association during 2017-2018 re-opener negotiations not contained in this document shall be considered withdrawn. Any "oral agreement" or "understanding" not reflected in writing herein shall have no force or affect.

NOW, THEREFORE, the Parties agree to as follows:

ARTICLE 19

CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

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

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

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

19.3.1 Short-Term Out-of-Classification. Where the duties performed are not fixed and prescribed for the position or reasonably related to those fixed and prescribed for the position, and where those duties, upon the completion of which, such duties or

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

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

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

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

19.3.43 Reclassification Request ~~s~~ Procedure. It is the intent of this section to provide for reclassification where there has been a substantial or significant increase or change in the duties being performed by the incumbent(s) in such position(s), where such increases or changes are not temporary in nature. If a unit member determines to file a request for reclassification, such request shall be filed with the District on a form agreed upon between CSEA and the District, ~~not later than February 1 of each year~~

between September 1 and October 15 of each calendar year. The form shall be available to members electronically. ~~The unit member must~~ District shall send a copy of the form to CSEA.

In January of each school year, the Reclassification Committee, which is comprised of two representatives from the Association and two representatives from the District, shall convene to evaluate the reclassification request to determine the merits of conducting a formal study. If the Reclassification Committee agrees that the request should be evaluated, a formal reclassification study shall be conducted commencing in February. If the Reclassification Committee determines that the request lacks merit, the Committee shall notify the unit member in writing that the request has been denied.

The formal reclassification study process shall include a meeting with the unit member requesting the reclassification and a meeting with the unit member's supervisor. The meeting shall include a analysis of the work completed by the unit member, including frequency and duration of duties being performed. The process may also include a visit to the unit member's work location. The information submitted shall be compared to the duties completed by other classifications to verify appropriateness of the request. Each member of the committee shall have one vote in the final decision for reclassification and agreement shall be determined via a majority vote. The decision of the Reclassification Committee shall be final. The incumbent shall be notified in writing of the disposition of the request for reclassification no later than the last work day in April.

If the Reclassification Committee cannot come to an agreement on a reclassification request, a neutral third party, agreed to by both parties, may be utilized to help reevaluate the request for reclassification. If the Reclassification Committee still does not agree via a majority vote on the reclassification request, the matter may then be submitted to the Grievance Procedure, commencing at Level IV.

All approved reclassification requests shall be retroactive to the date the unit member indicated he/she began working in the new classification, but no more than twelve (12) months prior to the date of submission. ~~Thereafter, the District will review this request and consult with the Association regarding the request to determine the merits of conducting a formal study. If the District and the Association agree that a reclassification study would be appropriate, the matter will be submitted to the reclassification study process. Following February 1, Human Resources will conduct a~~

~~formal classification study of the position, and complete such study not later than May 31. If both CSEA and the District agree, after reviewing the study findings, that reclassification is appropriate, the matter will be forwarded to the Board with a joint recommendation for approval. The incumbent shall be notified in writing of the disposition of the request for reclassification. It is the intent of this section to provide for reclassification where there has been a substantial or significant increase or change in the duties being performed by the incumbent(s) in such position(s), where such increases or changes are not temporary in nature. If both CSEA and the District agree that reclassification is not appropriate, the matter will be dropped. If CSEA and the District do not agree on the reclassification, the matter may then be submitted to the grievance procedure, commencing at Level IV.~~

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

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

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

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

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

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

Legend

Highlighted Red Strikethrough - Deleted Language

Highlighted Blue - New Language

This concludes the 2017-18 reopener negotiations. The remaining articles in the collective bargaining agreement remain status quo.

2018-19 NEGOTIATIONS

In 2018-19, the Association shall reopen negotiations to bargain Article 10.1 - Salary, Article 9 - Hours & Overtime, Article 17 - Transfers, and Article 18 - Promotion. These articles shall be re-opened in lieu of the article restrictions identified in Article 30 - Duration.

It is agreed and understood that this agreement is subject to all approvals required under the CSEA Policy 610, as well as the Perris Union High School District Governing Board approvals.

Dated this 18th day of July 2018

Association:



Joshua Rushing
Negotiations Chairperson, CSEA



Lisa Towery
Labor Relations Representative, CSEA




Alvin Hill
Negotiations Team Member

District:



Kirk Skorpanich
Assistant Superintendent, Human Resources



Candace Reines
Deputy Superintendent, Business Services



Nick Hilton
Director, Human Resources

July 18, 2018



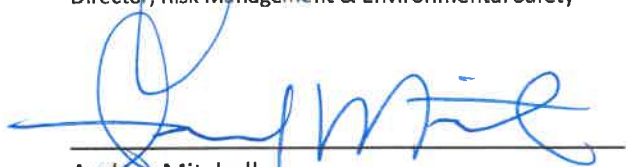
Helen Stimach
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