

TENTATIVE AGREEMENT

PREAMBLE

This Tentative Agreement is made and entered into this 31st day of May 2019, by and between the PERRIS UNION HIGH SCHOOL DISTRICT, hereinafter referred to as the "District", and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS CHAPTER, PERRIS VALLEY CHAPTER #469 or its successors, hereinafter referred to as "CSEA" or "Association", hereafter collectively referred to as "the Parties".

Any issue, subject, or matter discussed by the District and the Association during the successor negotiations not contained in this document shall be considered withdrawn by the party presenting it. Any "oral agreement" or "understanding" not reflected in writing herein shall have no force or effect. Any articles not stated remain status quo.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 3 - CHECK-OFF AND ORGANIZATIONAL SECURITY

Status Quo with the following exceptions:

3.4 Association Membership.

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

3.4.2 The District shall provide all classified new hires with the Association's membership application as part of the hiring process. The Association shall provide the copies of the membership applications to the District for Distribution.

3.4.3 As part of hiring clearance, the District shall require all new hires to watch a video provided by the Association about the Association and/or CSEA membership.

3.4.4 The District shall provide new employee names (first, middle initial, last, suffix); job title; department; primary work location, work telephone number with extension, home and personal cell phone number; personal email address on file with the District; home address; Date of Birth; CALPERS status; hire date; and last four

numbers of the social security number to the Association by the first pay period of the month following the effective start date of the employee, even if the employee previously worked for the District. This information shall be provided electronically to the Association.

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

3.4.6 The District shall provide a draft of the dates of scheduled mandated safety training for the year to CSEA at the beginning of each new school year. The District shall make a reasonable effort to provide 10-days advance notice of any changes to the schedule.

3.4.7 The District shall provide the Association with access to all new classified employees at the conclusion of the District's semimonthly safety trainings. The District shall ensure that thirty (30) minutes are reserved following the conclusion of the safety training for the Association to meet with new employees to conduct an orientation session regarding membership in the California School Employees Association.

3.4.8 One (1) representative of the Association designated by the president shall be released for one (1) hour for each scheduled safety training to conduct the orientation session. This release time shall not be counted against the total release time contained elsewhere in the Classified Collective Bargaining Agreement. The CSEA Labor Relations Representative may also attend the orientation session.

3.4.9 Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance and arbitration provision of Article 22, except as follows:

- a. The definition of a grievant: only CSEA and its Chapter #469 can be the grievant, not an employee.
- b. The timelines: Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be resolved through interest arbitration within thirty (30) calendar days of the grievance filing or such other period as it mutually-agreed upon, in which event the parties shall mutually select an arbitrator available during this time period.

3.4.10 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

3.4.11 The District shall refer all requests for changes in membership status to the Chapter President or the Association's Labor Relations Representative.

3.5 Notification of Membership. The District shall accept the certification provided by the Association on dues deductions for bargaining unit members; If the Association states it has authorization for the District to begin deductions, it is not required to provide the District a copy of the authorization unless a dispute is risen by the employee questioning the existence or terms of the authorization.

3.6 Mass Communication to Association Membership. If the District chooses to disseminate mass communications to bargaining unit employees or applicants concerning their rights to join or support the Association, the District shall meet and confer with the Association concerning the content of the mass communication. If the parties cannot reach an agreement and the employer decides to go ahead with its proposed mass communication, it must also simultaneously distribute a communication of reasonable length provided by the Association. The District shall not deter or discourage bargaining unit employees or applicants from becoming or remaining members of the Association.

~~3.4~~ 3.7 Hold Harmless. ~~CSEA shall indemnify and hold the District harmless from any and all 17 claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.~~ The Association agrees to indemnify, defend and hold harmless the District from any and all claims occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. The District shall take no action to encourage or assist anyone in making such a claim and shall not without a compelling reason reject counsel proposed by CSEA to defend any such claim.

ARTICLE 7 - REPRESENTATION

7.1 Union Stewards. The District recognizes the right of CSEA to designate Union Stewards from among unit members.

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

7.3 Union Steward Chapter Release Time. The Chapter shall be granted 192 hours of release time per school-year for the use of CSEA Officers and Union Stewards to conduct necessary CSEA business. The Chapter president shall notify the District in writing as to the distribution of hours herein and may modify the distribution during the school-year so long as adequate hours remain. The following shall be understood to constitute the basis for granting release time to Union Stewards.

7.3.1 Upon approval of his/her immediate supervisor, a Union Steward may be permitted to leave his/her normal work area during reasonable times in order to assist in preparation and writing of grievances. The Union Steward shall advise the supervisor of any unit member being contacted, and obtain the approval of such supervisor prior to any conference with such unit member. The Union Steward is permitted to discuss a grievance with unit members immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure. ~~A total of two (2) Union Stewards may be released for a total of four (4) hours per month per steward pursuant to the provisions hereof, which time shall not be accumulated from month to month.~~

7.3.2 If an adequate level of service cannot be maintained in the absence of a Union Steward and/or the grievant at the time of the notification mentioned in Section ~~6~~7.3.1, the Union Steward and/or grievant shall be permitted to leave his/her normal work area no later than two (2) hours after the Union Steward provides notification.

~~7.3.3 A Union Steward shall be granted release time with pay to accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division or other subdivision for which the Union Steward has responsibilities as a Union Steward, upon the request of the CAL-OSHA representative and subject to the approval of the unit member's supervisor, which approval will not be arbitrarily withheld.~~

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

- a. Two (2) representatives designated by the Chapter to attend monthly problem-solving meetings;

- b. One (1) representative designated by the Chapter to represent employees in meetings with the District that the unit member reasonably believes may lead to discipline;
- c. Six (6) representatives designated by the Chapter to serve as liaisons to monthly CRC meetings;
- d. Release time for the CSEA negotiations team to participate in negotiations;
- e. One (1) representative designated by the Chapter, along with the grievant(s) to participate in grievance proceedings/mediation/arbitration meetings;
- f. Up to two (2) representatives designated by the Chapter who may attend any other problem-solving meetings called by the District; and
- g. One (1) Union Steward to accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area for which the Union Steward has responsibilities as a Union Steward, upon the request of the CAL-OSHA representative and subject to the approval of the unit member's supervisor, which approval will not be arbitrarily withheld.

~~7.4 CSEA Officer Release Time. The right to have a total of up to eight (8) hours (non-cumulative) per month paid release time for the CSEA president and vice president to conduct necessary CSEA business. The chapter president shall have the right to designate any unit member to attend necessary CSEA business where the union purchases release time from the District for the attendance of any unit member.~~

7.5 CSEA Annual Conference. The right to have a maximum of ~~four (4)~~ five (5) unit members have up to one week of paid release time to serve as CSEA Chapter delegates to attend the CSEA annual conference. Only unit member(s) in paid status (e.g., those in summer school, extended year or whose work year coincides with the conference) will qualify for this paid release time.

ARTICLE 9 - HOURS AND OVERTIME

Status Quo with the following exceptions:

~~9.14.3 A unit member who accepts a recess period assignment in accordance with the provisions of this Section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular work year. In no event shall the unit member's compensation and benefits on a pro rata basis, be less than the compensation and benefits the unit member receives during the regular~~

~~work year. No prorating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for recess period work bears to the number of hours assigned the unit member during the regular work year.~~

9.14.3 Recess Period Work Compensation: A unit member who accepts a recess period assignment in accordance with the provisions of this Section shall receive, on a pro rata basis, the same compensation and benefits applicable to that classification in which the unit member is working during recess period.

9.14.3.1 The unit member shall be compensated at the same step as the unit member's regular classification. (e.g., An employee who is on Row 12.1, Step 2, who is performing recess work as a custodian which is compensated in Row 16.1, would be compensated at Row 16.1, Step 2.) No prorating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for recess period work bears to the number of hours assigned the unit member during the regular work year.

9.14.3.2 In the event the unit member's regular classification is at a range greater than the range of the recess period assignment, the unit member shall be compensated at Step 6 of the range for the recess period assignment. (e.g., An employee who is on Row 32.1, Step 2, who is performing recess work as a custodian which is compensated in Row 16.1, would be compensated at Row 16.1, Step 6.)

ARTICLE 10 - PAY AND ALLOWANCES

Status Quo with the following exceptions:

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

~~An ongoing one percent (1%) increase shall be applied to the classified salary schedule (Appendix B) effective July 1, 2016 for all unit members in paid status as of February 1, 2017, and an additional ongoing two percent (2%) increase effective July 1, 2017. This includes all earnings (e.g. overtime and longevity).~~

An ongoing two percent (2%) increase shall be applied to the classified salary schedule effective July 1, 2019, and an additional ongoing two percent (2%) increase to the classified salary schedule

effective July 1, 2020. This includes all earnings (e.g. overtime and longevity). The 2019-2020 and 2020-2021 salary schedules included in Appendix B reflect the above-referenced increases.

10.2 Salary Increases.

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

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

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

ARTICLE 15 - VACATION PLAN

Status Quo. The Parties agreed to investigate level pay.

ARTICLE 16 - LEAVES

Status Quo with the following exceptions:

16.1 Bereavement. Unit members shall be granted necessary leave, not to exceed three (3) days, or five (5) days if ~~one-way travel in excess of two hundred fifty (250) miles or out-of-state travel is required~~ out-of-state travel or in-state travel beyond San Luis Obispo, Kern, or San Bernardino Counties is required, on account of the death of any member of his/her immediate family. (However, if the death should be any member of the immediate family or domestic partner residing in the unit member's household, unit member shall be granted five (5) days of bereavement leave.) No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other Sections of this Agreement or provided by the District or law. The benefits of this Section may be enlarged by the personal necessity and/or general leaves sections of this Article. Members of the

immediate family, as used in this Agreement, means the mother, father, grandmother, grandfather, grandchild, step-mother or step-father of the unit member or the spouse of the unit member. Also included are the father or mother of a dependent child, and the spouse, son, son-in-law, daughter, daughter-in-law, step-child, brother or sister of the unit member, or any other relative living in the immediate household of the unit member.

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

16.8.1 The death of a member of the unit member's immediate family when additional leave is required beyond that provided in Section 16.1 of this Article.

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

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

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

16.8.5 Unless the personal necessity is of an extremely sensitive nature, the unit member must obtain prior written approval from the appropriate management person, except in circumstances outlined in 16.8.1 or 16.8.2 above. Should those circumstances arise, the unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

16.8.6 ~~Under all circumstances~~ For the purposes of Personal Necessity Leave, a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth above, and shall submit such verification or proof as is deemed appropriate by the Superintendent or designee. ~~This requirement shall not apply to Personal Discretion.~~

16.9 Personal Discretion. Each unit member shall be entitled to utilize five (5) days of their personal necessity leave per year, non-cumulative, for personal discretion based solely on verification by

the unit member that the leave is serious in nature, involves circumstances that the unit member cannot reasonably ignore, and requires the unit member's attention during normal working hours. Such leave may not be used for the extension of a holiday vacation, but may be used to appear in court as a litigant or for paternity leave. The unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

ARTICLE 17 - TRANSFERS

17.1 **Definition.** Transfer shall mean a change of unit member assignment that results in a change of the unit member's assigned work site or work shift, including an increase/decrease in hours and/or days worked in a year, without a change in classification.

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

17.3 Voluntary Transfers.

17.3.1 A voluntary transfer is one which is sought by a unit member. ~~A unit member seeking a voluntary transfer may be denied said transfer on the basis of poor job performance as evidenced by an overall below average or unsatisfactory rating on the two (2) most recent performance evaluations, unjustified excessive absenteeism as determined by the Chief Human Resources Officer or Designee, and/or disciplinary action taken against them within the last year of the date of the posted vacancy. Among eligible unit members, the most senior unit member (as determined pursuant to Section 20.1.4 of the Agreement) shall be granted the transfer. The unit member shall be notified of the transfer and Human Resources will schedule a meeting with the supervisor to review the supervisor's expectations for the new assignment. The meeting should be set up no later than seven (7) days after the unit member has been notified of the transfer. The unit member may withdraw the transfer request within twenty-four (24) hours of his meeting with the supervisor by providing written notice of such withdrawal to Human Resources. A unit member accepting a voluntary transfer shall not be eligible to transfer for six (6) months from the effective date of the transfer.~~

17.3.2 By June 1 of each school year, unit members will be sent an "interest form," in lieu of individual notices to all incumbents, where they can indicate their interest in a voluntary transfer. A copy of the "interest form" is included in Appendix D. The "interest form" shall also be available to unit members electronically. Unit members must return the completed forms to

Human Resources by June 30 in order to be considered for voluntary transfer during the following school-year. If a unit member fails to return the interest form by June 30, the unit member must wait until the following year to submit a transfer request. The filing of a request for transfer shall not jeopardize the unit member's current assignment. A request for transfer may be withdrawn by the unit member making it at any time, ~~unless a commitment for replacement has been made by Human Resources or more than one (1) business day has expired since the meeting between the unit member and his supervisor as set forth in Section 17.3.1.~~

~~17.3.3 Where an open position would result in an increase in hours for 1 an applicant, whether or not it would be a transfer, the provisions of 17.3.1 shall apply.~~

17.3.3 A unit member seeking a voluntary transfer may be denied said transfer on the basis of unjustified excessive absenteeism as determined by the Assistant Superintendent of Human Resources/Chief Human Resources Officer or Designee, disciplinary action, as defined by Article 21, taken against the unit member within the last two years of the date of the posted vacancy, and/or the transfer will result in a change of immediate supervisor for a probationary unit member.

17.3.4 The District shall conduct an informal interview with all eligible unit members who have submitted an interest form pursuant to 17.3.2. The District shall utilize the following criteria when making selection for voluntary transfer:

- Informal Interview;
- Professional Development/Training;
- Preferred Skills;
- Reference from Supervisor;
- Last Performance Evaluation; and
- Seniority within Classification.

The ratings for the last two criteria shall be identified by Human Resources after the hiring manager completes the ratings for the first four criteria. After utilizing the above criteria, if there are still no appreciable distinguishing differences between unit members seeking a voluntary transfer, preference shall be given to the senior unit member, based on length of service, as defined in Section 20.1.4.

17.3.5 Upon being offered a transfer, the unit member shall have until the end of the third business day following the offer of transfer, to indicate whether they accept or decline the transfer. Failure to respond within the allotted time will be considered a withdrawal of the transfer request. A unit member accepting a voluntary transfer shall not be eligible to transfer for six (6) months from the effective date of the transfer.

17.4 Involuntary Transfers.

17.4.1 An involuntary transfer is one not sought, requested or agreed to by the unit member transferred. If two (2) or more unit members are considered for a transfer, all other factors being reasonably equal, the least senior unit member being considered shall be selected. For purposes of this Section, seniority shall be considered to be seniority within a class, as set forth in Article 20.1.4.

17.4.2 Where practicable, the District will consider voluntary transfer requests before involuntarily transferring a unit member. However, involuntary transfers may take precedence over voluntary transfers for the good of the employees or the needs of the District.

17.4.3 A bargaining unit member, upon request, shall be given reasons for transfer.

~~17.5 Notices. Vacancy notices for any positions included in the bargaining unit covered by this Agreement shall be posted at the school sites in accordance with Section 18.2.1, below. In approximately June of each school year, unit members will be sent an "interest form," in lieu of individual notices to all incumbents, where they can indicate any transfers they would like to be considered for. Unit members are to promptly return these forms to Human Resources.~~

~~17.6~~ 17.5 Reassignment of Unit Member Because of Illness or Injury. A unit member who is determined by the District to be incapable of performing the duties of his/her class because of illness or injury may be assigned duties which he/she is capable of performing or for which he/she may be expected to acquire the necessary ability after a reasonable program of in-service training, should such position be reasonably available. If the unit member is assigned to a position allocated to a lower salary range, he/she shall be placed on the step of the range which will be equal to or closest to the amount earned in his/her prior position provided that the unit member shall not receive a wage increase under such circumstances.

ARTICLE 18 - PROMOTION

18.1 Definition. A promotion is a change in the assignment of a unit member from a position in one classification to a position in another classification with a higher maximum salary rate, ~~or to a position with a greater annual salary (e.g., an increase in hours and/or days worked in a year) even if there is no change in classification.~~ This Article applies only to promotions within the bargaining unit.

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

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

18.1.3 Interviews. The District shall select an interview panel that will include at least one (1) person in the same or related classification as the position for which the promotion is available. In selecting the interview panel the District will, whenever possible, consider choosing panel members from list of three (3) names that the unit President will provide District Administration. The panel will review the promotional process prior to the interview. The Assistant Superintendent of Human Resources/Chief Human Resources Officer or designee, will determine the number of candidates who will be interviewed but in the case of unit members, all who pass the test will receive an interview. All interview questions will be job related and remain confidential. Before Administration makes a decision, the interview panel will dialogue regarding the recommendations that the panel makes. Regardless of the recommendation by the interview panel, the Administration has ultimate discretion to choose who is selected for the promotion. If there are no appreciable distinguishing differences between candidates, preference shall be given to the senior unit member applicant. After a selection is made, upon an unsuccessful unit member candidate's request, the Assistant Superintendent of Human Resources/Chief Human Resources Officer, or designee will meet with the candidate to review why the candidate was not chosen for the promotional position.

18.1.4 ~~Trial Period:~~ Promotional Probationary Period.

a. Unit members promoted to a new classification shall serve a six (6) month promotional probationary period ~~should to demonstrate within a fair trial period~~ that they can perform the work satisfactorily and maintain the standards established for the job. If it is determined within such period, ~~which shall not exceed the probationary period~~ that a unit member cannot satisfactorily perform the duties of the position, such unit member shall be returned to his/her former position.

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

towards completion of the probationary period, ~~only for the time served in the former position.~~

18.2 Posting of Notice.

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

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

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

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

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

ARTICLE 22 - GRIEVANCE

Status Quo with the following exceptions:

22.3 Informal Level. ~~Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.~~ Before filing a formal written grievance, the grievant will attempt, within ten (10) days after the occurrence of the act or omission giving rise to the grievance, or after the grievant knew or reasonably should have known of such act or omission, to resolve the problem by informally conferencing with his/her immediate supervisor/designee. For issues that cannot be reasonably resolved at the site level or which involve multiple sites, the informal conference may occur at the District office level through the Assistant Superintendent/Chief Human Resources Officer or designee. If not resolved, the grievant may appeal to the next level.

22.4 Formal Level.

22.4.1 Level I. Within ~~ten (10)~~ five (5) days ~~after the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance~~ after the informal conference with the grievant's immediate supervisor, the grievant must present his/her grievance in writing on the appropriate form to the unit member's immediate supervisor or his/her designee. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, if applicable, the specific remedy sought and the section of this Agreement alleged to have been violated. Grievance shall be date stamped by site secretary or designee. The answer shall be communicated to the grievant in writing within five (5) days after receiving the grievance. If the response is not timely, the grievant may appeal to the next level. Within the above time limits, the supervisor shall schedule a personal conference.

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

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

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

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

~~22.4.4~~ 22.4.5 ~~Level IV~~ Level V. If the grievant is not satisfied with the disposition of the grievance at ~~Level III~~ Level IV or the parties are unable to agree on a mediator ~~if no written decision has been rendered within five (5) days after the grievant has filed with the Superintendent or designee~~, CSEA may, within ~~five (5)~~ fifteen (15) days after receipt of a decision by the Superintendent or designee or within ~~five (5) days of the expiration of the response period mentioned above~~ mediation, request in writing to the Superintendent or designee that the District submit the grievance to arbitration. ~~In the alternative, if the parties mutually agree in writing, the dispute may be submitted to mediation by the State Mediation/Conciliation Service. If the parties so agree, the timelines for submission to arbitration shall be tolled until the mediation process is complete. The parties will develop a list of mediators that can be used in the process. If the parties are unable to agree on a mediator, the matter will go forward to arbitration if either party so desires.~~ Upon a request to submit a grievance to arbitration, the parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within five (5) days of the District's receipt of the request to arbitrate, the parties shall request the State Mediation/Conciliation Service to provide a list of seven (7) arbitrators from which the parties shall strike names alternatively until only one (1) name remains, which person shall be the arbitrator. The arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall render a binding decision which will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, and shall not amend, modify, nullify, nor ignore the provisions of this Agreement. The decisions of the arbitrator shall be submitted to the Superintendent and CSEA. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing shall be borne equally by the District and CSEA. All other costs shall be borne by the party incurring them.

ARTICLE 23 - NEGOTIATIONS

Status Quo with the following exceptions:

23.4 Release Time for Negotiations. CSEA shall have the right to designate ~~five (5) unit members~~ the CSEA President or designee and up to six (6) unit members, who shall be given reasonable release time, as required by law, as needed to prepare for and participate in negotiations. Requests for release time must be submitted in writing in advance.

ARTICLE 30 - DURATION

30.1 Length of Agreement. This Agreement shall remain in full force and effect from July 1, ~~2016~~ 2019 until June 30, ~~2019~~ 2022, and from year to year thereafter unless alterations or amendments are requested in writing in accordance with the Negotiations Article 23. Finally, during ~~2017-18~~ 2019-20 and 2020-21, ~~salary (Article 10.1) and~~ health and welfare benefits (Article 11) shall be closed; however, both parties may reopen three (3) Articles. ~~In 2017-18 health plan design may still be negotiated which shall not impact the cap of health benefits. Additionally, the District will notify REEP of its intent to go out to bid for health and welfare benefits. The parties will begin to negotiate the bid process by no later than October 1, 2017. In 2018-19, the Agreement may be opened to negotiate salary (Article 10.1) and health and welfare benefits (Article 11) and two (2) Articles.~~

30.2 In order to reopen on any of the above referenced matters, the parties shall follow Article ~~3.1~~ 23.1.

APPENDIX A

[Updated work year calendar](#)

APPENDIX B

Notes - Update the Salary Schedule to remove the Monthly column, leaving just hourly rates. Add the formula that employees would then use to compute their monthly pay. Include a variable in the formula that takes longevity into account when applicable.

APPENDIX D

Appendix D shall include a copy of the Voluntary Transfer Interest Form.

This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both Parties.

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

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

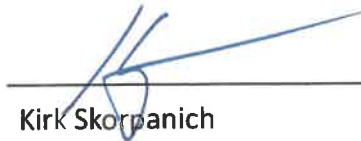
Dated this 31st day of May 2019

California School Employees Association:

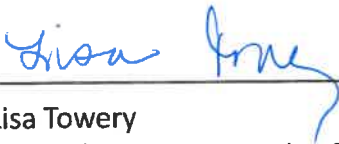
Perris Union High School District:



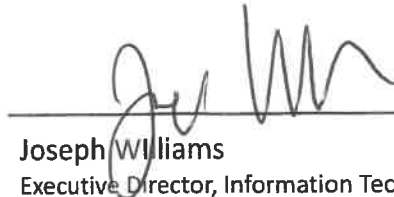
Joshua Rushing
Bargaining Chairperson, CSEA



Kirk Skorpanich
Assistant Superintendent, Human Resources



Lisa Towery
Labor Relations Representative, CSEA



Joseph Williams
Executive Director, Information Technology



Tara Hefner
Negotiations Member, CSEA



Alisha Fogerty
Director, Business Services



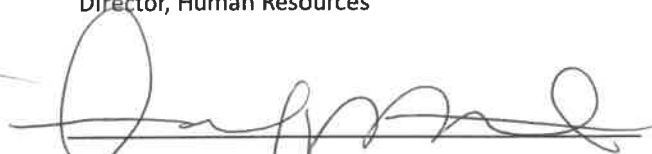
Crystal Horton
Negotiations Member, CSEA



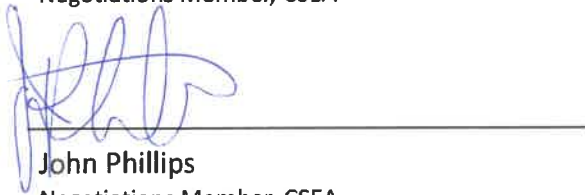
Nicholas Hilton
Director, Human Resources



Petra Nunez
Negotiations Member, CSEA



Audrey Mitchell
Director, Nutrition Services



John Phillips
Negotiations Member, CSEA



Helen Stimach
Negotiations Member, CSEA