

**2018-19 REOPENER NEGOTIATIONS
TENTATIVE AGREEMENT**

This Tentative Agreement is entered into by and between the Perris Union High School District ("District") and California School Employee Association (CSEA) and Its Chapter, Perris Valley Chapter #469 ("CSEA"). The District and CSEA may be referred to herein as "Party" or collectively as "Parties".

Any issue, subject, or matter discussed by the District and the CSEA during the re-opener negotiations not contained in this document shall be considered withdrawn by the party presenting it.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.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 9 - HOURS & OVERTIME

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

9.1.1 - Status Quo

9.1.2 - Status Quo

9.1.2.1 - Status Quo

[Move 9.2 to 9.5 - Status Quo]

[Move 9.3 to 9.6 - Status Quo]

9.2 9.4 - Authorization of Extra Duty. Authorization must be given in advance whenever practicable. Any disputes as to whether or not Extra Duty was authorized shall be subject to the grievance procedure of this Agreement.

9.3 9.5 - Assignments of Extra Duty. The District shall distribute and rotate assignments among the unit members at particular sites and among same job classifications. Rotational lists

shall be established and accessible to unit members in each department or site. To the extent reasonably possible, the District shall give a minimum of forty-eight (48) hours notice to unit members of impending assignments. These assignments will be rotated among available unit members by seniority. All hours worked in these assignments will be paid at the unit member's regular rate or overtime rate if applicable.

9.3.1 ~~9.5.1~~ Human Resources shall issue a seniority list for all unit members in July of each school year and an updated list prior to the beginning of Winter and Spring athletics seasons. This list will include name, site, classification and phone number for the unit member. For purposes of assignments scheduled more than sixty (60) days in advance, supervisors will meet with applicable classifications at the beginning of each athletic season (Fall, Winter, Spring) to assign overtime for that season. Assignments shall be issued by using rotating seniority as defined in Section ~~9.5.2~~ **9.3.2**. Employees that transfer/promote to a new position within the same classification shall retain previously accepted extra duty assignments. Newly hired employees shall be added to the seniority list at the end of the rotation.

9.3.2 ~~9.5.2~~ Rotating seniority will flow as follows:

9.3.2.1 ~~9.5.2.1~~ For needs within a specific classification, the following procedure will be used to fill all extra duty assignments. For the purposes of this section, seniority for Lead Campus Supervisors shall be combined with the unit member's seniority as a Campus Supervisor to determine overall seniority. Similarly, seniority for Lead Custodian shall also include the unit member's seniority as a Custodian and Lead Nutrition Services Assistant shall also include the unit member's seniority as a Nutrition Services Assistant to determine the unit member's overall seniority:

1. Site level unit members in the applicable classification by rotating seniority
2. District level unit members in the applicable classification by rotating seniority
3. If an assignment is not filled by 1 or 2 it will be offered to regular bargaining unit members first at the site level and then districtwide whose assignments are not within the classification needed and have met the minimum qualifications for the applicable classification.
4. Substitutes (after steps 1-3 have been exhausted).

9.3.2.2 ~~9.5.2.2~~ If the most senior unit member declines the first 1 activity on the list, the unit member moves to the bottom of the list and the activity is then offered to the next most senior unit member.

9.3.2.3 9-5-2-3 Additional assignments that are added to the school calendars throughout the school year will be assigned by starting after the last unit member who was offered an extra duty assignment and moving through the seniority list.

9.3.2.4 9-5-2-4 Unit members can mutually switch extra duty assignments after all assignments have been set. They must notify their supervisor of the change so that it can be noted on the master calendar.

9.3.2.5 9-5-2-5 A last-minute list will be created for occasions wherein the assignment will take place in less than 48 hours. Unit members districtwide may indicate their interest and availability for said list using the same frequency as referenced in 9.5.1. Site unit members within the needed classification will be given preference prior to utilizing members within the classification from other sites. If the list is exhausted the district can immediately fill the assignments with subs.

9.3.2.6 9-5-2-6 In emergency situations administration may fill assignments as needed. An emergency situation is defined as a sudden, unexpected, or impending situation that may cause injury, loss of life, damage to the property, and/or interference with the normal activities of a site or district and which, therefore, requires immediate attention/action.

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

9.5 9-2 Overtime Defined. Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) day or in excess of forty (40) hours in one (1) week; or any time worked on the 6th or 7th day following commencement of the regular workweek of five (5) consecutive days for unit members regularly scheduled for twenty (20) hours or more per week. For unit members regularly scheduled for less than twenty (20) hours in one (1) week, work on the 7th day shall be considered overtime. For the purposes of determining what constitutes time worked beyond the regular workweek, any day in paid status during the regular workweek shall be deemed to constitute a workday.

9.6 9-3 Compensation for Overtime. All overtime, except as elsewhere provided in this Agreement, shall be compensated at one and one-half (1-1/2) times the regular rate of pay of the unit member. For purposes of determining the unit member's regular rate, to provide compensation for overtime, the unit member's regular monthly salary shall be divided by 173.3 hours.

9.7 - Status Quo

9.8 Non-Student Days. On any school day during which pupils otherwise have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay whether or not they are required to report for duty that day. ~~For example, on School Based Compliance Program ("SBGP") days, if any, where students are not in attendance, all unit members shall receive their regular pay whether or not they are required to report for duty.~~

9.9 - Status Quo

9.10 - Status Quo

9.11 - Status Quo

9.12 - Status Quo

9.13 - Status Quo

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

[9.14.1 Assignments of Unit Members.](#) Recess Period Assignments, with the exception of Summer School assignments listed in 9.14.2, shall be made utilizing the following procedure:

a. In August of each new school year, the District shall distribute an interest survey to all bargaining unit members, soliciting interest to work during recess periods throughout the year (September - August).

b. Assignments shall be made within the same classification first based on rotating site-wide seniority.

c. If there are no unit members at the site within the same classification who expressed interest, then assignments shall be made within the same classification based on rotating District-wide seniority.

d. If there are no unit members in the same classification who expressed interest, then the District shall assign the most senior unit member (based on District-wide seniority) who meets the minimum qualifications of the assignment.

e. If there are no unit members available who have expressed interest in recess assignments, then the District may utilize substitute employees in short-term assignments.

f. If a unit member either accepts or rejects an offer to work during a recess period as offered in a-d above, the unit member shall be placed at the bottom of the rotation.

9.14.42 Summer School Assignments. Summer school assignments shall be made utilizing the following procedure:

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

b. If more than one **applicant** unit member serves in the same job classification that is being applied for, the **one** unit member with the most District-wide seniority shall receive the assignment. Assignments shall be rotated over a two-year period between individuals meeting Criteria a.

c. If there ~~is no applicant~~ are no unit members in the same classification who apply, then the District shall assign the ~~applicant who is in the same job family (see Appendix A)~~ most senior unit member (based on District-wide seniority) who meets the minimum qualifications of ~~as the position~~ assignment for which the unit member applied ~~for~~.

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

9.14.23 - [Status Quo] 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.

9.14.34 [Status Quo] For the purposes of this Section, such assignments shall be considered regular assignments, and the unit member retains all rights, benefits and burdens during such assignment. All hours worked in a recess assignment (including summer school) shall be considered hours in paid status for the purposes of seniority.

9.14.45 [Status Quo] Eligible unit members performing recess period assignments shall receive longevity pay during the period of the assignment.

9.15 [Status Quo] Shift Differential - Reduction in Hours. "Night custodians" shall receive a shift differential of 2.5% of their current salary. A "night custodian" is one who has a regularly assigned shift that ends after 8:00 p.m.

9.16 Compensatory Time Off.

9.16.1 A unit member shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work, unless the overtime is related to use of facilities by a non-District entity or individual, in which case the unit member must take cash compensation and is not entitled to compensatory time off. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 9.4 of this Article.

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

This Agreement constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, written, oral, expressed, or implied, are superseded by this Agreement.

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. All other Articles not contained within the current Collective Bargaining Agreement shall remain status quo.

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

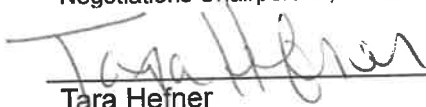
This shall conclude 2018-2019 reopener negotiations.

Dated this 30th day of November 2018

Association:

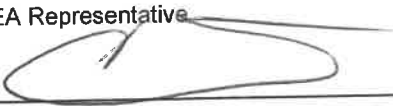


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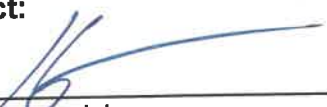


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