

COLLECTIVE BARGAINING AGREEMENT

between

**REDLANDS EDUCATION SUPPORT PROFESSIONALS
ASSOCIATION/NEA**

and

REDLANDS UNIFIED SCHOOL DISTRICT

July 1, 2006 – June 30, 2010

Board Approved:

September 8, 2009

AGREEMENT

Between the

BOARD OF EDUCATION

of the

REDLANDS UNIFIED SCHOOL DISTRICT

and the

REDLANDS EDUCATION SUPPORT PROFESSIONALS ASSOCIATION/CTA/NEA

The following agreement has been reached by designated representatives of the Board of Education and the Redlands Education Support Professionals Association/CTA//NEA in accordance with the California Education Employment Relations Act, and will be in effect from July 1, 2008, through June 30, 2010.

Brad Mason
Representative
Board of Education

Association/CTA/NEA

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Professionals

Date

Date

Ratified by the Board of Education:
Support

Association/CTA/NEA:

Ratified by the Redlands Education
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ARTICLE 1
AGREEMENT

1.1 Parties to Agreement

The Articles and provisions contained within this Agreement constitute a bilateral and binding agreement (“Agreement”) by and between the Board of Education of the Redlands Unified School District (“District”) and the Redlands Education Support Professionals Association/NEA (“Association”).

1.2 Duration of Agreement

This Agreement shall be effective from July 1, 2007, to June 30, 2010, unless another effective date is specified for particular provisions thereof.

1.3 Reopeners

This Agreement shall be reopened twice during its term for the purpose of renegotiating for school years 2008-2009 and 2009-2010. During 2008-2009 and 2009-2010, only Articles Six, Seven, and Appendix A-1, plus two (2) additional articles, each at the individual option of the respective parties, shall be reopened.

1.4 Retroactivity

Any retroactivity (application of terms of this Agreement which antedates ratification by the Board of Education) shall be applied only to those unit members who were employees on paid duty status at the time of ratification by the Board of Education. Paid duty status means those unit members who are employees of the District at the time of ratification by the Board of Education and only for that period of time during which a unit member was in paid duty status and not on an unpaid leave of absence.

ARTICLE 2
RECOGNITION

2.1 Exclusive Representative
Pursuant to the requirements of Government Code Section 3544.1, the District recognizes the Association as the exclusive representative for the unit described as follows: All full-time and regular part-time classified employees of the Redlands Unified School District excluding management, confidential and supervisory employees, substitutes and short-term employees.

2.2 Positions Included
The representation unit is comprised of the following positions:

Clerical Series

- Categorical Programs Technician
- Compliance Support Secretary
- Curriculum and Assessment Technician
- Facilities Technician
- Human Resources Technician
- Secretary III
- Data Control Clerk III
- Clerical Specialist
- Enrollment Center Office Manager
- School Office Manager
- Secretary II
- Secretary I
- Data Control Clerk II
- Data Control Clerk II – District
- Professional Development Center Specialist
- Data Control Clerk I
- Typist Clerk III
- Office Assistant
- Office Assistant – Language Support Programs
- Healthy Start Program Clerk
- School Clerk
- Enrollment Center Clerk
- Typist Clerk II
- Typist Clerk I
- Bindery Clerk

Fiscal Series

- Budget Analyst
- Lead Payroll/Benefits Technician
- Accounting Technician
- Attendance Technician
- Benefits/Risk Management Technician
- Account Clerk III
- Account Clerk III – Food Service
- Account Clerk II – ASB
- Account Clerk II
- Account Clerk I
- Attendance Clerk
- Purchasing Assistant
- Buyer III
- Buyer II
- Buyer I

Child Nutrition Services Series

Lead Child Nutrition Services Worker – Central Kitchen
Lead Child Nutrition Services Worker II
Lead Child Nutrition Services Worker
Child Nutrition Services Worker III – Cooking
Child Nutrition Services Worker III – Elementary Kitchen
Child Nutrition Services Worker II
Child Nutrition Services Worker I – Production Assembler
Child Nutrition Services Worker I – Cashier
Child Nutrition Services Worker I

Student Services Series

Security II
Security I
Attendance Program Assistant
Campus Supervisor
Health Technician
Student Services Assistant
Community Liaison Assistant
Health Care Assistant
Service Worker
Guided Play Monitor
Noon Supervisor

Paraprofessional Series

Child Development Program Lead Paraprofessional
Nursing Lab Paraprofessional
Independent Study Paraprofessional
Computer Lab Paraprofessional
Instructional Paraprofessional II – General
Instructional Paraprofessional II – Language Assessment Center
Instructional Paraprofessional II – Language Support Programs
Instructional Paraprofessional II – Special Education
Child Development Program Paraprofessional
Instructional Paraprofessional I – General Classroom
Library Paraprofessional III – District
Library Paraprofessional III – High School
Library Paraprofessional II – District
Library Paraprofessional II – Schools
Library Paraprofessional I

Maintenance Series

Air Conditioning/Heating Foreman
Air Conditioning/Heating Technician
Electrician Foreman
Electrician
Carpenter Foreman
Carpenter
Office Machine Technician
Plumbing/Maintenance Foreman
Plumber
Painter Foreman
Painter
Maintenance Worker III
Maintenance Worker II – Specialized
Maintenance Worker II – General
Maintenance Worker I

Operations Series

Lead Custodian III
Lead Custodian II
Lead Custodian I
Custodian III
Custodian II
Custodian I
Grounds Maintenance Foreman
Lead Grounds Maintenance Worker
Grounds Maintenance Worker III
Grounds Maintenance Worker II
Grounds Maintenance Worker I
Warehouse Worker II
Warehouse Worker I
Delivery Driver

Technical Series

Communication Specialist
Computer Specialist
Computer Technician
Reprographics Service Technician
Reprographic Technician II
Reprographic Technician I

Transportation Series

Mechanic III
Mechanic II
Mechanic I
Bus Driver Instructor
Dispatcher/Scheduler
School Bus Driver
Specialty Driver

and excluding all other positions not specifically enumerated above.

2.3 Positions Excluded

During the term of this Agreement, newly created positions shall be classified as follows:

- 2.3.1 Management, supervisory, and confidential positions as designated by the District, shall be excluded from the representation unit.
- 2.3.2 All newly created classified positions which have not been designated by the District as management, supervisory, or confidential shall be included within the representation unit.
- 2.3.3 Upon request in writing the District agrees to meet with the Association and attempt to resolve any dispute over the designation of a new position as management, supervisory, or confidential. If agreement cannot be reached within a reasonable time, the District shall proceed to make the designation.
- 2.3.4 Nothing herein shall prevent the Association from pursuing any otherwise available legal remedies for resolving a dispute which may arise over the exclusion of a new position from the unit, so long as an attempt has first been made to resolve the dispute pursuant to Section 2.3.3 of this Article.

ARTICLE 3
SEVERABILITY

3.1 Declaration of Invalidity

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

3.2 Request to Negotiate

Upon timely request of either the District or Association, the Article affected by an invalidated provision will be renegotiated.

ARTICLE 4
NEGOTIATIONS PROCEDURES

- 4.1 Negotiations – General
Not later than the day of the first Board of Education meeting in May of the calendar year in which the Agreement expires or reopens are desired, unless mutually agreed otherwise, the process of meeting and negotiating will be initiated by the submission to the Board of the initial proposal of the Association. Unless mutually agreed otherwise, negotiations shall begin no later than the first day after the second Board of Education meeting of July each year. Meeting and negotiating shall not take place on any proposal until a sufficient time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the Board. After the public has had the opportunity to express itself, the Board shall, at a meeting which is open to the public, adopt its initial proposal. New subjects of meeting and negotiating arising after the presentation of initial proposals shall be made public within twenty-four (24) hours. If a vote is taken on such subject by the Board, the vote thereon by each member voting shall also be made public within twenty-four (24) hours. Such notice may be made in a manner consistent with PERB regulations and Board Policy.
- 4.2 Outside Consultants
The Exclusive Representative and the Employer may utilize the services of outside consultants to assist in negotiations and will be responsible for their respective consultants' fees and expenses, if any.
- 4.3 Discharge of Duties
The Board and the Association may discharge their respective duties by means of authorized officers, representatives, or committees.
- 4.4 Negotiations Release Time
The Association shall have the right to designate five (5) members who shall be given release time to participate in at-the-table negotiations. Release time shall not be granted for preparations prior to or following actual negotiation meetings.
- 4.5 Access to Information
The Board and the Association shall, upon request, furnish each other with single copies of all budgetary and other information, the disclosure of which is not otherwise prohibited by law, relating to the negotiations and maintenance of the Collective Bargaining Agreement. This information shall be limited to documents which are normal work products of the respective parties. Maintenance of the Collective Bargaining Agreement shall be interpreted to mean contract implementation and grievance processing. Upon request for the above information, the requesting party shall specify the reason(s) for such request. Normal work product means documents which are prepared in the normal course of business.
- 4.6 Tentative Agreements
During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.
- 4.7 Final Approval
After the Board and the Association reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the membership of the Association and to the Board respectively for final approval.

4.7.1 Collective Bargaining Agreement Ratification Meeting

The Association may conduct a brief Collective Bargaining Agreement ratification meeting for Transportation Department unit members during the “down” time afforded during the normal workday and eight (8) Association members will be released to conduct this meeting. A second meeting for general membership may be held on the same day no earlier than 4:30 p.m., and unit members who wish to attend shall be released to attend this meeting.

4.8 Impasse

If the Employer and Exclusive Representative are unable to reach agreement on all matters being negotiated and impasse has been determined to exist by PERB, impasse procedures prescribed by law may be invoked by either party. If mutually agreeable, the parties may, in an attempt to resolve their differences, continue to meet and negotiate during the implementation of the impasse procedure. The above shall in no way impair any duty to meet and negotiate as may be prescribed by law.

4.9 Contract Language Clarification

The language of this Agreement shall be subject to clarification at any time by mutual consent of the parties. Any such language clarification shall be reduced to writing and signed by the Employer’s Representative and the Exclusive Representative. Such clarifications shall thereafter be considered part of the Agreement.

ARTICLE 5
ASSOCIATION RIGHTS

- 5.1 Member Participation in Organization
The District recognizes the right of unit members covered by this Agreement to form, join, and participate in the lawful activities of employee organizations, and the District also recognizes that unit members have the right to refuse to form, join, and participate in employee organization activities.
- 5.2 Exercise of Association Rights
Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against unit members because of the exercise of association rights, as long as the exercise of such rights does not interfere with job duties and/or performance of unit members.
- 5.3 Right of Access
With prior notification to the site administrator and provided there is no conflict with the instructional program or the normal flow of business, the authorized representatives of the Association shall have the right of reasonable access during non-work times (e.g., meals, breaks, before and after work) to areas in which employees work. These access rights shall not be granted to any other school employee organization.
- 5.4 Bulletin Boards, Mail Service
The Association shall have the right to use, without charge and to the extent permitted by law, institutional bulletin boards which have been established at the work sites, mailboxes, the school mail system, and other District means of communication for the posting or transmission of information or notices concerning Association matters. A courtesy copy of any posted information will be given to the site administrator.
- 5.5 Use of Equipment
The Association shall have the right to use, without charge, non-technical institutional equipment, facilities, and buildings at reasonable times so as not to interfere with the instructional program, or when not required for use by the District, for association organizational matters. These rights shall not extend to the use of District Office supplies (not to include mimeograph ink and duplicating fluid).
- 5.6 Seniority Roster
Upon request, the Association shall be supplied with a complete seniority roster of all bargaining unit members as soon as practicable following such a request. The roster shall indicate the unit member's present classification, date of hire, work site(s), hours per day, months per year.
- 5.7 Board of Education Agenda
The Association shall be provided with three (3) advance copies of all Board of Education meeting complete agendas and the right to notification in advance of formal recommendations to the Board affecting unit members' employment status rights which have not been addressed in this Agreement.
- 5.8 Association Release Time
The Association shall be allowed, without cost to the Association, up to sixty (60) days or four-hundred eighty (480) hours of release time to utilize for conferences and for conducting other business pertinent to the Association's role as the Exclusive Representative. Such Association designated unit members shall suffer no loss in compensation. It shall be the responsibility of the Association, except in case of emergency, to inform the District at least forty-eight (48) hours in advance of a member's absence.

Any absence of five (5) or more consecutive full or partial days, with the exception of days requested on behalf of National Education Association Representative Assembly delegates, must be approved in advance by the Superintendent/designee. Any denial shall be for justifiable reasons.

5.8.1 The District shall, in addition to 5.8 above, provide the Association President with one-hundred eighty (180) days of release time to utilize for conferences and for conducting other business pertinent to the Association's role as the Exclusive Representative. The Association President shall suffer no loss in compensation. Except in cases of emergency, it shall be the responsibility of the Association President to inform the District at least forty-eight (48) hours in advance of his/her absence.

Should the President's duties require time beyond that allotted in the above paragraph, the Association shall reimburse the District at the rate of the daily substitute used.

Any absence of five (5) or more consecutive full or partial days, with the exception of attendance at the National Education Association Representative Assembly, must be approved in advance by the Superintendent/designee. Any denial shall be for justifiable reasons.

Upon expiration of the term(s) of office, the President will, if possible, be returned to his/her previous position, or otherwise be afforded first choice of any available position for which he/she is qualified.

5.8.2 Release time utilized at the request of the District and approved by the Superintendent/Designee shall not be deducted from the above referenced days.

5.9 Collective Bargaining Agreement Copies

Within a reasonable period of time after the execution of this Agreement, the District shall make available copies of this Agreement to every member in the bargaining unit. A copy of this Agreement shall be made available to any employee who becomes a member of the bargaining unit after the execution of this Agreement. At the same time, the Association shall be provided with fifty (50) copies per year of the Agreement.

5.10 Notification of Accrued Leave

Prior to December 1 of each year, every unit member shall be notified in writing by the District of his/her accumulated sick leave and vacation day accrual.

5.11 Membership Meetings

Night shift employees shall be permitted to absent themselves from their jobs to attend Association Representative Council and general membership meetings, provided that the attendance is at the employee's option, that the supervisor receives advance notification of not less than one (1) full workday, that the employee signs out upon leaving for the meeting, that the employee signs in upon returning from the meeting, that all time missed for this attendance is made up on the evening of such attendance, that the supervisor receives written certification signed by the Association president of the employee's attendance at the meeting, and that the employee shall not be eligible for any form of premium pay as a result of the extended work hours.

5.11.1 Members of the Association Executive Board may attend Executive Board meetings on the same basis.

5.12 Site Representatives

The Association reserves the right to designate the number and method of selection of Site Representatives.

5.12.1 Notification to District

The Association shall notify the District in writing of the name(s) of the Site Representative(s) who will be the Association contact(s) for that site. The District shall be advised in writing of any changes.

5.12.2 Association Staff Assistance

The designated Site Representative(s) shall be entitled to seek and obtain assistance from Association staff personnel as long as the site supervisor of each individual involved in this process determines that there is no disruption to the unit member's work responsibilities.

5.13 Names, Addresses, Assignments

Names, addresses, and assignments of District employees shall be provided without cost to the Association as soon as possible during the first semester. Information regarding new contract members shall be provided as soon as possible after their employment.

5.14 Committee Representation

Any school, site, or District committee established to make decisions or recommendations regarding site based decision making/restructuring that could affect any terms of employment or working conditions covered by this Agreement shall have classified representation appointed by the Association.

ARTICLE 6
PAY AND ALLOWANCES

6.1 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

6.2 Special Payments

Any payroll adjustment due a member of the bargaining unit as a result of working out of class, recomputation of hours, or for reasons other than procedural errors shall be made at the next regular pay period except when precluded by circumstances beyond the control of the District.

6.3 Lost Checks

Any paycheck for a member of the bargaining unit which is lost after receipt or which is not received within five (5) days, if mailed, shall be replaced no later than three (3) working days following the unit member's demand of the payroll department for replacement of the check except when precluded by circumstances beyond the control of the District. The unit member must sign for receipt of the replaced check.

6.4 Promotion

Any member of the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure an increase of not less than fifty dollars (\$50.00) per month as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class. This amount shall be prorated for employees working less than eight (8) hours per day.

6.5 Mileage

Any member of the bargaining unit authorized in writing to use his/her vehicle on District business shall be reimbursed for such travel at the business rate established by the Internal Revenue Service at the time such travel occurred.

6.5.1 A unit member with dual work sites will be paid the above rate for mileage between the work sites.

6.6 Meals and Lodging

Any member of the bargaining unit who, as a result of a work assignment outside of a regular workday, must have meals and/or lodging away from the District shall be reimbursed for all reasonable, necessary expenses in accordance with District policy.

6.7 Longevity Pay

The District agrees to additionally compensate long service unit members. Longevity pay incentives will be paid monthly at the start of the following specified years of employment (see salary schedule A-1 for amounts): 11th, 16th, 21st, 26th, 31st.

6.7.1 Longevity Pay will be adjusted to reflect any percentage increase which may be applied to the salary schedule. Such an adjustment shall be made each time that a percentage increase is applied to the salary schedule.

6.7.2 Longevity pay will be prorated for unit members working less than full-time.

6.8 Uniforms and Tools

The District shall provide the following expense allowances in lieu of providing uniforms or tools:

- 6.8.1 Uniforms
 - Campus Security \$30.00/month
 - Campus Supervisors \$30.00/month

- 6.8.2 Tools
 - Mechanics \$33.00/month

6.8.3 The expense allowances for uniforms and tools will be adjusted to reflect any percentage increase of the salary schedule. Such an adjustment shall be made each time that a percentage increase is applied to the salary schedule.

- 6.8.4 Special Bus Driver Certificate

The cost of the initial license shall be borne by the unit member. The cost of the license application fee every five (5) years shall be reimbursed by the District.

- 6.8.5 Transportation Mechanics Uniforms

The District will provide uniforms to the mechanics of the Transportation Department. Each mechanic will receive eleven (11) uniforms and the District will provide laundry service.

6.9 Compensation During Required Training Periods

A unit member who is required to attend training sessions or otherwise engage in training of any kind as a condition of his/her employment in a position shall receive compensation as follows:

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

- 6.9.2 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned workday, or forty (40) hours in a workweek, the unit member shall be paid at the overtime rate appropriate for that day or time at which the training occurs. The overtime rate shall be based in accordance with the overtime provisions of this contract.

- 6.9.3 All costs incurred under a mandated training program for unit member transportation, registration fees, and supplies shall be paid for by the District.

- 6.9.4 Unless excused by his/her immediate supervisor, a unit member who does not attend a mandated training session after receiving at least fifteen (15) work days prior notice, assumes full responsibility as an individual for meeting the training requirements at his/her own expense.

6.10 Salary Warrants

The bargaining unit members shall be permitted to receive salary warrants in one (1) of the following ways: electronically transferred to bank or via special courier to each work site.

- 6.10.1 Ten (10) month unit members shall have the option of participating in the District's version of the county salary reserve program. Salary warrants may be received over a twelve (12) month time period commencing October 1 of any given year.

6.11 Bilingual Differential

A unit member who is responsible for conversing with people in a language other than English and performs this duty on a regular basis, and whose use of this language is of

significant benefit to the operations of the District, shall receive a thirty-eight dollar (\$43.00) per month differential subject to the following conditions:

- 6.11.1 This differential shall not be used in situations when only occasional use of bilingual skills is required.
- 6.11.2 The bilingual differential is assigned as an annual appointment at the discretion of the site administrator.
- 6.11.3 The bilingual differential shall not be paid to unit members whose job qualifications require bilingual skills as a condition of employment.
- 6.11.4 The bilingual designation for any unit member may be terminated at any time by the District, at which time the differential shall no longer be paid.
- 6.11.5 The District retains the sole right to determine the number and placement of positions to be paid the bilingual differential.
- 6.11.6 The bilingual differential will be adjusted to reflect any percentage increase which may be applied to the salary schedule. Such an adjustment shall be made each time that a percentage increase is applied to the salary schedule.

ARTICLE 7
HEALTH AND WELFARE BENEFITS

7.1 Coverage

The Employer shall provide each member of the unit and the member's dependents the health and welfare benefits as provided hereinafter. While on an unpaid leave of absence, except as noted in 8.15 of Article 8 - Leaves, a unit member may participate at his/her own expense in any of the health and welfare benefits available to unit members. Unit members on a part-time assignment may participate in the health and welfare benefit plans (Sections 7.3 - 7.7) in accordance with the provisions of Section 7.2 of this Agreement. Such participation shall be contingent upon the requirements and limitations of the carriers.

7.2 Part-Time Unit Members

A part-time unit member shall receive the same health and welfare benefits as a full-time member only if the part-time member pays the District in advance on a monthly basis the difference between the member's pro-rata share and the District's costs of the health and welfare benefits. Part-time members who do not pay the District as described above shall receive neither the benefits nor compensation in lieu of the benefits.

7.3 Health Insurance

The Board shall provide all unit members and their dependents with a health insurance plan. Benefits and coverage will be determined by the Insurance Committee and will include:

- 7.3.1 Major medical benefits at no less than \$2,000,000.00 or as determined by the Insurance Committee.
- 7.3.2 Prescription coverage as determined by the Insurance Committee.
- 7.3.3 Maternity coverage as determined by the Insurance Committee.
- 7.3.4 Psychiatric care as determined by the Insurance Committee.
- 7.3.5 Chiropractic services as determined by the Insurance Committee.

7.4 Dental Insurance

A dental plan and orthodontia plan shall be provided by the Board for all members of the unit and their dependents. The dental plan will include a \$2,000.00 per calendar year maximum as determined by the Insurance Committee.

(The orthodontia plan to be provided will be coverage of 50% of costs up to a \$2,000 lifetime maximum.)

7.5 Life Insurance

The Board shall provide all unit members with a life insurance policy. (The policy changes to a decreasing term policy when the unit member reaches the age of 65.) The yearly premium paid by the District for said policy shall be on par with the yearly life insurance premium paid for other employees of the District. Such policy shall also provide for double accidental death coverage and provide optional employee-paid dependent coverage of no less than \$3,000.00 or as determined by the Insurance Committee.

- 7.6 Vision Plan
The Board shall provide all members of the unit and their dependents with a vision care plan as determined by the Insurance Committee.
- 7.7 Change in Carriers
Carriers may only be changed during the term of this Agreement by the Insurance Committee.
- 7.8 Insurance Committee
No fewer than 60 days prior to the policy renewal date, the Insurance Committee (comprised of management, certificated, and classified representative(s) will begin meeting to review current benefit plan options with the opportunity to change benefit levels, co-pay levels, providers, and/or purchasing models with mutual agreement of all parties in the committee. All determinations of the Insurance Committee are subject to ratification by the Association.
- 7.9 Medical Examinations and Tests
- 7.8.1 The cost of the initial tuberculosis examination, required as a condition of employment, shall be borne by the unit member. Thereafter, examinations for tuberculosis, as legally required, shall be paid for by the District, provided the unit member uses a District-approved agency.
- 7.8.2 A physical or mental examination may be required of any unit member, at District expense, anytime the employer has good reason to require such an examination.
- 7.10 Duration of Benefits
- 7.9.1 Should a unit member's employment terminate during the school year, the member shall be entitled to continued coverage under the health, dental, and vision care plans in accordance with appropriate federal and state regulations in effect at the time. Such member shall pay the premium for the continued coverage on a month-to-month basis.
- 7.9.2 Should a unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continued coverage under the life, dental, health, and vision care plans until October 1 of the ensuing year.
- 7.11 Disability Retirement
Any full-time member of the unit, plus his/her dependent(s), who receives the District-provided health insurance plan (Section 7.3 and Section 7.16) will also receive said benefit as provided to current active employees after disability retirement under the following conditions:
- 7.11.1 The unit member has been employed with the Redlands Unified School District with fifteen (15) or more years of service including up to five (5) years of out-of-district allowable service credit, or has attained the age of sixty (60) years with ten (10) or more years of District allowable service credit as a full-time employee. [Full time, for the purpose of this Article, is six and one-fourth (6 1/4) hours per day, ten (10) or twelve (12) months per year.]
- 7.11.2 The unit member applies for and is granted monthly disability retirement benefits from PERS. The disability retiree must provide proof of continuing receipt of PERS benefits on an annual basis upon written request by the District.

- 7.11.3 The unit member must have served as a full-time employee of the Redlands Unified School District for the five (5) years immediately preceding the disability retirement or must have served as a full-time employee for not less than ten (10) years of the fifteen (15) years immediately preceding retirement.
- 7.11.4 Coverage under the District-paid health insurance plan (Section 7.3) will terminate when the retired unit member reaches his/her 65th birthday or when s/he becomes eligible for full Medicare benefits.
- 7.11.5 Part-time unit members on disability retirement shall be entitled to such benefits on a pro-rata basis provided the part-time unit member remits to the District, monthly in advance, the difference between his/her pro-rata share and the full cost of the premium.
- 7.12 Early Retirement
Any full-time member of the unit, plus his/her dependent(s), who receives the District-provided health insurance plan (Section 7.3 and Section 7.16), will also receive said benefit as provided to current active employees after retirement under the following conditions:
- Retirees may continue to receive dental and vision benefits (Section 7.4) at their own cost in accordance with federal and state regulations in affect at the time. In order to qualify for these retirement benefits described in this section, unit members must have first met the following conditions:
- 7.12.1 The unit member has attained the age of fifty-five (55) years with fifteen (15) or more years of service as a classified employee of the Redlands Unified School District.
- 7.12.2 The unit member will be receiving monthly retirement benefits from the Public Employees Retirement System.
- 7.12.3 The unit member was a full-time employee of the Redlands Unified School District for not less than ten (10) years immediately preceding retirement.
- 7.12.4 Coverage under the District-paid health insurance plan (Section 7.3) will terminate the first day of the month in which the retired unit member reaches his/her 65th birthday or when s/he becomes eligible for full Medicare benefits, whichever comes first.
- 7.12.5 Any part-time hourly classified unit member, plus his/her dependent(s), who receives a District-paid health plan on a share/cost formula, will also receive such benefits after retirement upon attainment of the age of fifty-five (55) with fifteen (15) or more years of service immediately preceding retirement as a part-time unit member in the District.
- 7.12.6 Spousal Coverage
Contingent upon agreement of the carrier, when a retired unit member reaches his/her 65th birthday, or when s/he becomes eligible for full Medicare benefits, whichever comes first, the retired unit member's spouse and dependents will be eligible to continue health benefits in accordance with state and federal regulations in affect at the time. The premium will be paid by the retired unit member to the District.

7.12.7 Surviving Dependents

Contingent upon agreement of the carrier, when a unit member dies while under contract, his/her spouse and dependents will be eligible to continue to be covered by the District health plan (Section 7.3) if the spouse is under the age of sixty-five (65) or not eligible for Medicare, in accordance with state and federal regulations in affect at the time. The premium will be paid by the spouse of the deceased unit member to the District.

7.13 Joint Powers Agreement Representative

With prior notification to the immediate supervisor and provided that there is no interruption of the normal flow of business, the authorized representative of the Association shall have the right to attend meetings of the joint powers agreement for fringe benefits as an observer. The Association recognizes that this individual is not a member of the Board of Directors of the joint powers agreement and has no authority to act on behalf of the District. The release time shall be charged to the Association release time pursuant to Article 5.8 and shall be requested pursuant to provisions in Article 22.

7.14 Fringe Benefit Proration

The District/Employee share of the Fringe Benefit costs shall be prorated based upon the hours of employment of each unit member. The proration shall be based upon contract hours only and will be as follows:

| | <u>District Pays</u> | <u>Employee Pays</u> |
|---------------------------|----------------------|----------------------|
| 6-1/4 hours or more | 100% | |
| 4 - less than 6-1/4 hours | 80% | 20% |
| 2-1/4 - less than 4 hours | 60% | 40% |
| Less than 2-1/4 hours | 40% | 60% |

7.15 Payroll Deduction

The District will work with the Association to determine allowable payroll deduction plans. Participation shall be voluntary and all costs shall be paid by the unit member through payroll warrant deductions. This deduction is subject to agreement by the carrier to pay any reasonable expenses relating to the cost of processing.

7.16 Annual Health and Welfare Benefit Contribution

Each year the District will provide an annual contribution no less than the District's prior year's contribution toward each unit member's or retirees Health and Welfare plan.

7.16.1 If the total Health and Welfare Plan premium decreases from the prior year's contribution, the Association will select the difference to be placed in an employee benefit reserve and/or applied to the salary schedule.

7.16.2 If the total Health and Welfare Plan premium increases above the prior year's District contribution, the following shall be implemented after agreement between the District and the Association on Total Compensation:

When Total Compensation has been increased the Association reserves the right to apply any or all of the agreed upon Total Compensation increase to raise the District's annual contribution level to the Health and Welfare Benefits package. Should any increase to the District's contribution not result in a contribution equal to the total cost of the Health and Welfare Benefit premiums or should no funds from Total Compensation be used to raise the District's annual contribution level, the remaining excess costs of the Health and Welfare Benefit premium shall be borne by unit members through payroll deduction. Unit members retiring after June 30, 2009 shall also be required to cover any excess costs of their Health Benefit premium.

- 7.16.3 Should negotiation of Total Compensation not be completed by the beginning of the benefit year the District shall cover increased premiums until October 1 of the benefit year at which time it may begin charging unit members through payroll deduction any premium costs in excess of the District's previous year's contribution until such time as negotiations are concluded. Unit members retiring after June 30, 2009 shall also be required to cover any increased costs of their Health Benefit premium until such time as negotiations are concluded. At the conclusion of negotiations payroll deductions and retiree contributions shall be adjusted, if necessary, to be in compliance with the settlement.
- 7.16.4 Unit members married to other District employees that enroll in one District provided Health and Welfare Plan shall have a choice of the following options:
- 7.16.4.1 If plan selected has an employee contribution, the contribution will be borne by the District.
- 7.16.4.2 If the plan selected has no employee contribution, they shall receive medical office co-pays and/or prescriptions reimbursement for expenses incurred during the school year, up to the amount of the highest available employee contribution. The employee shall provide receipts for reimbursement within 30 days of incurring the expense. This benefit shall not accumulate from year to year.
- 7.16.4.3 Any difference between the highest available employee contribution and the actual contribution for the plan selected shall be provided as reimbursement for medical co-pays and/or prescriptions. The employee shall provide receipts for reimbursement within 30 days of incurring the expense. This benefit shall not accumulate from year to year.
- 7.16.5 Unit members married to other District employees that enroll in separate District provided Health and Welfare Plans shall receive District contribution toward the second premium not to exceed the amount of the highest available employee contribution. The unit member will be responsible for bearing all costs in excess of the District's contribution for the second premium.

ARTICLE 8
LEAVES

8.1 Sick Leave

Sick leave is granted to unit members covered by this Agreement when absence from work is caused by actual illness or injury and is not covered by Section 8.5 of this Agreement.

8.1.1 Extended Illness Leave

If an employee has utilized all accumulated sick leave and vacation and is still absent from duties on account of illness or accident for a period not to exceed one hundred (100) school days, then the amount of salary deducted in any month shall not exceed fifty percent (50%) of the salary due during the period of absence. The period during which the above deductions occur shall not begin until all other paid sick leave and vacation provisions for which the employee is eligible have been exhausted with the exception of Family Care and Medical Leave (FCML).

8.1.1.1 No more than one hundred (100) extended illness leave days may be taken during any one (1) school year.

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

8.1.2 Sick Leave Entitlement

Full-time twelve-month unit members will receive twelve (12) days fully paid sick leave annually. Unit members employed for less than a fiscal year are paid sick leave as the number of months the unit member is employed bears to twelve (12).

8.1.3 Prorated Leave

Part-time unit members shall receive sick leave in proportion to that allowed full-time unit members based on time worked.

8.1.4 Verification of Illness

Verification of illness or injury may be required by the District if there is good cause to suspect abuse of sick leave. "Good cause" is defined as anyone who has exhausted his or her yearly allotment of sick leave and continues to use sick leave or personal necessity leave. The District may designate an appropriate medical authority for such verification and disallow salary payment if such leave is improperly used. The cost of such medical verification shall be borne by the District. Periodic medical reports may be required during an extended absence of a unit member.

8.1.5 Family Illness

Every full-time permanent employee shall be entitled to use six (6) days of accrued sick leave per school year to attend to the illness of a child, parent, or

spouse. An employee covered by this Agreement working less than full-time shall be entitled to family illness leave in the same ratio that his/her employment bears to full-time employment.

8.1.6 Return to Work Verification

For absences in excess of five (5) workdays, the employee shall submit a statement from his/her physician or surgeon indicating the nature of the illness or injury, and the date of return to duty.

Upon request, unit members returning to work from illness absence involving surgery or an off-work order shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions.

8.2 Catastrophic Sick Leave Bank

8.2.1 Bargaining unit members who suffer a catastrophic injury/illness that is expected to incapacitate the unit member for an extended period of time (more than ten [10] days), shall become eligible to use this catastrophic sick leave plan subject to the restrictions and conditions outlined as follows:

8.2.1.1 The unit member to receive donated sick leave must have exhausted all fully paid leave and must be in a true catastrophic condition.

8.2.1.2 A unit member who has exhausted sick leave but still has a differential leave available is eligible for a withdrawal from the Bank. Use of the Sick Leave Bank benefit is allowable only as a supplement to such differential leave. The District shall pay the unit member full pay and the Bank shall be charged one-half (1/2).

8.2.1.3 The unit member must be a permanent, not probationary, employee.

8.2.2 The use of this Sick Leave Bank shall only be available to those eligible bargaining unit members who have made a donation of at least five (5) days to the bank prior to their request, and have continued participation under Section 8.2.5. For the purpose of this article only, "days" shall be defined as each individual employee's regular contract hours at the time of donation to or withdrawal from the Sick Leave Bank.

8.2.3 This donation shall be irrevocable. The unit member shall file an irrevocable "Classified Sick Leave Bank Deposit Form" with the Human Resources Office. A donation to the Sick Leave Bank shall be a general donation from prior years' accumulations, and shall not be donated to a specific unit member for his/her exclusive use.

8.2.4 There is no limit to the number of sick leave days a unit member may donate to the Sick Leave Bank, so long as the minimum number of accumulated sick leave days available from the prior years accumulations in the unit member's account does not fall below five (5) days.

8.2.5 An additional day of contribution will be required of all participants if the number of hours in the Bank falls below 1,200. Unit members who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a participant has less than an annual allotment of remaining sick leave days at the time of the assessment,

- they need not contribute the additional day to remain a participant in the Sick Leave Bank.
- 8.2.6 Leave from the Bank may not be used for illness or disability which qualifies the unit member for Workers' Compensation benefits unless he/she has exhausted all Workers' Compensation leave and his/her own fully paid leave.
- 8.2.7 When the unit member may reasonably be presumed to be eligible for disability retirement under PERS or, if applicable, Social Security, he/she may be requested to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) working days will disqualify the unit member from further Sick Leave Bank payments.
- 8.2.8 Bargaining unit members may join the Sick Leave Bank during the annual open enrollment period (October 1 to October 31) only.
- 8.2.9 Cancellation of membership in the Bank occurs automatically whenever a unit member fails to make his/her assessment contribution under Section 8.2.5. The unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.
- 8.2.10 A unit member wishing to use this Sick Leave Bank shall submit a "Classified Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Human Resources Office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. A Sick Leave Bank Committee shall consider the request of the unit member. The committee shall consist of one (1) person selected by the Employer as a recordkeeper and three (3) voting members selected by the Association. The committee may grant, reject, or partially grant a request. Any rejection of a request may be appealed to the RESPA Executive Board for final action and decision. The timelines for filing an appeal shall be the same as found in the initial step of the grievance procedure (Article 19).
- 8.2.11 The maximum number of duty days allowed to be utilized by one unit member for a single catastrophic injury/illness shall not exceed thirty (30) duty days. A unit member may request a specific number of days on one "Classified Sick Leave Bank Request for Withdrawal Form." The unit member may request additional days up to thirty (30) days by filing an additional request for consideration by the Committee.
- 8.2.12 Any days approved that are unused by the unit members shall be returned to the Catastrophic Sick Leave Bank.
- 8.2.13 If a unit member uses a day from the Sick Leave Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.
- 8.2.14 During November of each year, the Human Resources Office shall provide the Association a statement outlining the number of days available in the Bank as of November 1 of that year and the number of days used in the previous fiscal year.

8.2.15 Hold Harmless

The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim, or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

8.2.16 If the Sick Leave Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the then current members of the Bank according to the following distribution formula: Total number of hours divided by current active participants.

8.3 Bereavement Leave

Each member of the unit covered by this Agreement is entitled to a maximum of five (5) days bereavement leave due to the death of any member of the unit member's immediate family. For purposes of this Section 8.3, "member of the immediate family" shall mean the mother, father, grandparent, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, daughter, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, of the unit member, foster parent, step-parent, or foster child, or any person(s) living in the immediate household of the unit member. Additions to the definition of member of the unit member's immediate family above will be made only at the discretion of the Superintendent/designee.

8.4 Personal Necessity Leave

8.4.1 Every employee covered by this Agreement shall be entitled to use up to eight (8) days per year of paid sick leave for reasons of personal necessity. Every employee shall be entitled to use two (2) additional days per year of paid sick leave as general leave for any reason. A unit member shall, except in case of emergency, give as much advance notice as is feasible of the intent to use personal necessity leave. Such absences must be for the following personal and compelling reasons:

8.4.1.1 The death of a member of the unit member's immediate family when the number of days absent exceeds the limit provided in Section 8.3 of this Agreement.

8.4.1.2 The serious illness of a member of the unit member's immediate family.

8.4.1.3 An accident involving the unit member's property or the person or property of any member of the unit member's immediate family.

8.4.1.4 The birth of a child, making it necessary for the unit member who is the father of the child to be absent from his position during his assigned hours of service.

8.4.1.5 Imminent danger to the home of a unit member occasioned by an event such as a flood or fire, serious in nature which under the circumstances the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during his/her assigned hours of service.

8.4.1.6 Official appearance as a personal litigant.

- 8.4.2 Personal Necessity Leave may be granted for other emergencies and events which may occur, serious in nature, which under the circumstances the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during his/her assigned hours of service, by permission of the Superintendent/designee.
- 8.4.3 A member of the unit shall submit to his/her supervisor the reasons for having taken personal necessity leave on an appropriately drawn District absence affidavit form (Appendix B).

8.5 Industrial Illness and Accident Leave

Up to sixty (60) working days shall be granted in case of an industrial illness and/or accident when the absence is caused by injury or accident directly arising from the performance of services for the District. All Industrial and Accident Leaves must be supported by a physician's certificate and verified by the self insurance program for employees.

- 8.5.1 The following are the provisions for Industrial Accident or Illness Leave:
 - 8.5.1.1 When an Industrial Accident or Illness occurs, the unit member shall be entitled to up to sixty (60) working days, in any one (1) fiscal year, for the same illness or injury. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only the amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
 - 8.5.1.2 Industrial Accident or Illness Leave will commence on the first day of absence.
 - 8.5.1.3 Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws of this State, exceed the normal wage for the day.
 - 8.5.1.4 Industrial Accident Leave will be reduced by one (1) day for each day of authorized absence, regardless of any compensation award made under workers' compensation.
 - 8.5.1.5 Periods of leave of absence under Section 8.5, paid or unpaid, shall not be considered to be a break in service of the unit member.
 - 8.5.1.6 No employee shall return to work without prior authorization from the Business Services Office.
- 8.5.2 During all paid leaves of absence, whether Industrial Accident Leave as provided in this Section, sick leave, vacation, or other available leave provided by law or the action of a governing board, the unit member shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this State. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 8.5.3 Industrial Illness and Accident Leave benefits are in addition to sick leave benefits.

8.5.4 A unit member shall be deemed to have recovered from an accident or illness and thereby able to return to work at such time as his/her physician so indicates subject to District verification of medical fitness to perform work by appropriate medical authority at District expense.

8.6 Parental Leave

8.6.1 General

Upon request, the District shall grant an unpaid leave of absence for up to one (1) year to any classified unit member who must be absent from duties because of pregnancy, miscarriage, or childbirth, and the recovery therefrom. The unit member must submit to Human Resources a written request along with medical verification for the necessity of the leave. Pregnancy and pregnancy-related disability leave provided under Federal and/or State law shall run concurrently with leave under this section.

8.6.2 Non-discrimination

There shall be no discrimination in the unit member's continued right to work or the application and use of sick leave, health insurance, or any other employee rights and benefits on the basis of pregnancy, miscarriage, or childbirth and recovery therefrom.

8.6.3 Child Rearing Leave

Upon request, the District shall provide continued unpaid leave for up to one (1) year after the birth or adoption of a child. Unit members will have the right to return to the same position classification, months, and hours as held prior to the leave. Child rearing leave provided under Federal and/or State law shall run concurrently with this section.

8.7 Leaves of Absence for Personal Reasons

Permanent unit members covered by this Agreement may request personal leave at no cost to the District. Such leaves may be granted at the sole and exclusive discretion of the District and may be granted for a period up to one (1) year. Unit members on Leaves of Absence for Personal Reasons shall have the right to participate in the District Health and Welfare benefit programs, not expressly prohibited by law and consistent with insurance carrier requirements, at no expense to the District. An employee shall return, if possible, to the position held prior to the leave of absence or to a similar position if available, in the same classification for which the employee is qualified.

8.8 Jury Duty/Official Appearance Leave

8.8.1 Judicial or official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a private litigant on non-employment related matters, or to respond to an official order from another government jurisdiction for reasons not brought about through the malfeasance of the employee.

8.8.2 Upon receiving notification of a judicial or official appearance request, the employee shall inform his/her supervisor of said notification. The employee seeking an official jury duty leave or official appearance leave shall submit appropriate verification of the use of such leave to the supervisor.

8.8.3 An employee shall be granted a leave of absence for judicial appearance leave not to exceed the duration of the requirements for participation and appearance.

On the first day bargaining unit members are to report for Jury Duty, the following provisions shall apply:

Eight (8) hour employees who report and are released prior to noon shall return to work for the remaining four (4) hours of their work day. Work hours for all eight (8) hour employees shall be adjusted on this day to begin at 8:00 a.m. If an employee is released prior to noon, the remaining work schedule shall be mutually agreed to by the employee and his or her immediate supervisor.

For employees who work less than eight (8) hours and more than four (4) hours, if the jury service is more than fifty percent (50%) of their work hours, they are not required to return to work for the remainder of the day, with the exception of school bus drivers who are to call the Transportation Office to make sure their runs are covered or who may opt to drive additional hours if available.

Employees who work less than four (4) hours who are released prior to 10:00 a.m. shall call their work site to ensure substitute coverage has been provided and determine with their immediate supervisor what options regarding use of leave or return to work shall be utilized.

After the first day of jury service, should an employee be required to return or be empanelled on a jury, the hours spent in jury service shall constitute the

working day. For any days court is not in session, the employee shall return to work.

8.8.4 An employee granted a jury duty leave under these provisions shall be granted full District compensation. Fees received by the employee, paid by the Court, excluding travel and subsistence expenses, shall be subject to payroll deduction. Such deduction shall be taken after a sixty (60) day period subsequent to submission of an absence affidavit verifying completion of jury service.

8.9 Military Leave

Leave for purposes of military service shall be granted pursuant to applicable Federal and State law including, but not limited to, the Uniformed Services Employment and Reemployment Rights Act and the Military and Veteran's Code.

8.10 Sick Leave Granted for Quarantine

If a unit member is unable to report for work because of quarantine, the days of absence may be charged against the unit member's sick leave.

8.11 Transfer of Accumulated Sick Leave

Transfer of accumulated sick leave for newly employed unit members shall be consistent with legal requirements.

8.12 Absences of One Hour or Less

If for good and compelling reasons a unit member must be absent from the work site for a period of one (1) hour or less, with twenty-four (24) hours' notice and prior approval of the immediate supervisor, the unit member may be allowed to make up the period of absence on the same day or next work day in lieu of utilizing leave benefits under this Article. All absences of more than one (1) hour will necessitate utilization of the appropriate leave provisions of this Article.

8.13 Study Leave

An unpaid leave of absence may be granted to any unit member for the purpose of retraining or study.

8.13.1 Such leave may be granted at the sole discretion of the Board of Education and may be granted for a period up to one (1) year.

8.13.2 Unit members shall have the right to participate in the District Health and Welfare benefit programs, not expressly prohibited by law and consistent with insurance carrier requirements, at no expense to the District.

8.13.3 Such unpaid leave shall not be deemed a break in service but credit shall not be granted for the purpose of advancement on the salary schedule.

8.13.4 The unit member shall return to a similar position in the same classification for which the employee is qualified.

8.14 Personal Business Leave

8.14.1 Leave without pay may be granted for reasons of personal business. Personal Business Leave must have prior approval of the employee's supervisor.

8.14.2 Personal Business Salary Deductions

Computation of personal business salary deductions shall be based on the employee's per diem salary for each day of absence.

8.15 Family Care and Medical Leave

Family Care and Medical Leave provides a maximum of twelve (12) weeks of leave in any continuous twelve (12) month period for all qualifying unit members who have attained permanent status in the position classification. Leave under this article shall entitle the unit member to all benefits of employment, except for salary, on the same basis as if the unit member were not on leave. If the unit member fails to return from leave for a reason other than the continuation, recurrence, or onset of a serious health condition, then the unit member shall reimburse the District for premiums paid to maintain group benefits.

There will be no more than twelve (12) weeks of Family Care and Medical Leave granted per unit member for any one qualifying event in any continuous twelve (12) month period. This leave will run concurrently with Extended Illness Leave. Leave may be taken in multiple segments of time if used for medical necessity as certified on the leave application. Except in case of emergency, leave should be arranged thirty (30) days in advance.

8.15.1 Definitions

8.15.1.1 “Child” means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing “in loco parentis” who is either under eighteen (18) years of age or an adult dependent child.

8.15.1.2 “Parent” means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood “in loco parentis” to the unit member when the unit member was a child.

8.15.1.3 “Serious Health condition” means an illness, injury, impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

8.15.1.4 “Health Care Provider” means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices.

8.15.2 Leave Qualifiers

8.15.2.1 Personal Illness Due To a Serious Health Condition – Personal illness requires a physician’s off-work order and will run concurrent with extended illness leave.

8.15.2.2 Family Illness Due To a Serious health Condition – “Family” is defined as a spouse, parent, or child. Family illness requires medical certification on the District’s request form. All available paid leaves may be used as part of the twelve (12) weeks of family leave.

8.15.2.3 New Dependent Care (birth, adoption, or placement of a foster child) – Dependent care leave requires certification of new dependent on the District’s leave request form. This leave must be taken within one (1) year of new dependent’s arrival. If not taken immediately following the qualifying event, the leave must be arranged in advance with the supervisor’s approval, so as to least interrupt the educational program.

ARTICLE 9
PROFESSIONAL GROWTH PROGRAM

- 9.1 Purpose
The purpose of a Professional Growth Program is to improve the standard of service of the classified staff.
- 9.2 Eligibility
Eligibility for participation in the Professional Growth Program is limited to all regular classified employees (Probationary and Permanent) who show satisfactory performance as indicated by evaluation reports.
- 9.3 Coursework Criteria
- 9.3.1 The subject matter of coursework must be related to the position currently occupied by the unit member. In addition, upon request of the unit member, coursework may be approved by the Deputy Superintendent, Human Resources, to qualify such unit member for another position in District classified service.
- 9.3.2 Courses which have not been approved by the Deputy Superintendent, Human Resources, prior to enrollment will not be eligible for the Professional Growth Program.
- 9.3.3 College-level coursework must be taken at accredited educational agencies approved by the Western Association of Schools, Colleges, and Universities.
- 9.3.4 All costs of registration, books, mileage, subsistence, and other similar costs of participating in the coursework shall be borne by the individual unit member.
- 9.3.5 An employee will not receive point credit for attendance at District workshops if the employee's attendance occurs at such time as s/he is being paid for regular duties by the District or if the District is paying the costs and expenses of the workshop.
- 9.4 Credit Towards Stipend
- 9.4.1 A maximum of forty-five (45) points may be applied toward Professional Growth stipends. Quarter-unit credits will be converted to semester units prior to awarding points for the Professional Growth Program.
- 9.4.2 Credit toward the stipend may be earned at a college, trade school, adult education class, workshop, or training program.
- 9.4.2.1 For completed coursework taken at a four(4)-year university and/or a community college, credit will be granted at the rate of one (1) point per semester unit (one quarter unit = $\frac{2}{3}$ of a semester unit).
- 9.4.2.2 For an approved trade school and/or adult education class, credit will be granted at the rate of one-half ($\frac{1}{2}$) point per semester unit (one quarter unit = $\frac{2}{3}$ of a semester unit) of verified attendance.
- 9.4.2.3 For workshops and training programs approved by the District, credit will be granted at the rate of one-half ($\frac{1}{2}$) point for each sixteen (16) hours of verified attendance.

9.4.3 To receive point credit, a letter grade of “C” or better, or a “pass” grade must be achieved.

9.4.4 The Professional Growth Program will consist of three (3) stages:

Stage 1: Fifteen (15) completed points.

Stage 2: An additional fifteen (15) completed points.

Stage 3: An additional fifteen (15) completed points.

Approved coursework in progress at the end of one stage may be carried over to another stage.

9.5 Stipend

9.5.1 The stipend for completion of Stage 1 shall be \$584.00.

9.5.2 The stipend for completion of Stage 2 shall be \$584.00 (total of 30 units).

9.5.3 The stipend for completion of Stage 3 shall be \$584.00 (total of 45 units).

9.5.4 Stipends are accumulative. No unit member may earn more than three (3) stipends.

9.5.5 Professional Growth stipends will be adjusted to reflect any percentage increase which may be applied to the salary schedule. Such an adjustment shall be made each time that a percentage increase is applied to the salary schedule.

9.6 Required Procedures

9.6.1 To enter the program, a unit member shall file an “Intent to Participate in the Professional Growth Program” with the Human Resources Office. The starting date of each unit member’s program will be determined by the date the Intent form is approved by the Deputy Superintendent, Human Resources.

9.6.2 If a unit member wishes to receive Professional Growth credit, s/he must submit a written statement to the Deputy Superintendent, Human Resources, requesting Professional Growth credit for the course prior to enrolling in the course. The Deputy Superintendent, Human Resources, will review the statement submitted by the unit member, make a judgment as to the acceptability of the course for the Professional Growth credit, and advise the unit member of the decision.

9.6.3 Point credit will not be granted without a verified transcript from the school attended. Verification from an approved workshop course shall consist of a fee statement, program of activities, or registration receipt which must be submitted to the Deputy Superintendent, Human Resources, within thirty (30) calendar days after the activity.

9.6.4 The Professional Growth stipend will be paid annually in one (1) lump sum in July of each year. When a unit member retires, he/she shall be entitled to his/her Professional Growth stipend on a prorated basis.

9.6.5 Point credit must be earned by June 30 in order to qualify for a July stipend. Transcripts or other verification of point credit must be submitted to the Human Resources Office no later than August 15.

- 9.6.6 All approved points will be verified by the Human Resources Office and recorded on the Permanent Growth Record of the employee as the course or training is completed.

9.7 Teacher Development Program

- 9.7.1 Classified employees who have completed their initial probationary period with the District may make application for the Teacher Development Program for the purpose of obtaining a teaching credential to prepare them for teaching positions within the District, subject to the following:

9.7.1.1 Submission of a completed application form which indicates agreement to pursue an educational program to prepare for a career as a teacher in Redlands.

9.7.1.2 Submission of a description of the course(s) content and applicability to an approved program of studies leading to a California teaching credential.

- 9.7.2 A maximum of five (5) classified employees may participate per year. The District reserves the right to increase the number of participants in any one year.

9.7.2.1 The District shall provide the Association, on an annual basis, with a list of all approved participants in the program.

- 9.7.3 Reimbursement of registration/tuition fees shall not be made in increments less than fifteen dollars (\$15.00) per application and shall not exceed two thousand dollars (\$2,000) per employee per year.

- 9.7.4 Admission to and reimbursement from the program shall be subject to the approval of the District based upon the following:

9.7.4.1 Verification of the applicant's completion of an Associate of Arts degree, or the equivalent;

9.7.4.2 The relevance of the course(s) to obtaining a California teaching credential;

9.7.4.3 The courseload to be carried by the employee;

9.7.4.4 Recommendation of the applicant's immediate supervisor;

9.7.4.5 The needs of the District;

9.7.4.6 The applicant's suitability to enter the teaching profession; and

9.7.4.7 Written agreement to complete the program within five (5) years.

The decision of the District shall be final and binding, and shall not be subject to the grievance procedure set forth in Article 19.

- 9.7.5 Unit-member-initiated education or training shall not be considered as time actually worked and normally shall not occur during regular work hours.

- 9.7.6 After obtaining a California teaching credential, unit members participating in this “Teacher Development Program” shall submit to the District an application for employment as a teacher. If offered a teaching contract, the unit member shall accept the employment offer.
- 9.7.7 Failure to enter into a teaching contract, if offered, withdrawal from the program, or failure to complete credential requirements within five (5) years, shall result in a payroll deduction of all tuition reimbursement under this program. Other methods for repayment of tuition reimbursement may be mutually agreed upon by the District and the unit member.
- 9.7.8 After notifying the Association, the District reserves the right to terminate this program at any time on June 30 of any given year.

ARTICLE 10
HOURS OF EMPLOYMENT AND OVERTIME

10.1 Initial Employment

Upon initial employment, each unit member shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, and the unit member's regular work site, regularly assigned work shift, the hours of pay, days per week, and months per year.

10.2 Workday and Workweek

The maximum number of hours of regular full-time employment of a unit member is eight (8) hours a day, exclusive of lunch, and forty (40) hours a week consisting of five (5) consecutive days. Assignment of a different workweek may be made by the District, and the District may employ persons for lesser periods of time (less than eight [8] hours per day or five [5] days per week) and may, through authorized administrators, require and authorize unit members to work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

10.2.1 Notwithstanding the above, the Association recognizes that due to the unique requirements of the Independent Study Paraprofessional position in the RISE program only, the District may adjust the assigned hours at any time during the fiscal year of persons in said Independent Study Paraprofessional positions, including reduction in hours as needed. Unit members whose hours are increased or reduced pursuant to this Section will receive written notice of the change in assigned hours according to Education Code requirements. This provision may be implemented by the Deputy Superintendent, Human Resources as deemed necessary and does not require Governing Board action. It is agreed that collective bargaining regarding the decision to adjust Independent Study Paraprofessional hours and/or the effects of said decision is not required during the term of this Agreement.

10.2.2 Due to the unique requirements and schedules of the Redlands Adult School, the District may employ persons in Paraprofessional Series positions for lesser periods of time than eight (8) hours per day and five (5) days per week. The District may also adjust the assigned hours at any time during the fiscal year of persons in said positions, including reduction of hours. Unit members whose hours are increased or reduced pursuant to this section will receive written notice of this change in assigned hours according to Education Code requirements. This provision may be implemented by the Human Resources Division as deemed necessary and does not require Governing Board action. It is agreed that collective bargaining regarding the decision to adjust Paraprofessional Series hours and/or the effects of said decision is not required during the term of this Agreement.

10.3 Overtime Defined

Overtime is defined to include any District-authorized time required to be worked in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in any calendar week. Overtime shall also be defined as specified in Section 45131 of the Education Code.

10.3.1 Assigning of Overtime: Overtime opportunities shall be offered as equally as is practical among available qualified employees in each department/work site.

- 10.4 Compensation for Overtime
- 10.4.1 A regular member of the unit who works authorized overtime shall be paid at a rate equal to one and one-half (1-1/2) times his/her regular rate of pay for the overtime worked. Shift and special assignment differentials regularly received by the unit member shall be included in determining his/her regular rate of pay.
- 10.4.2 In accordance with the Fair Labor Standards Act and applicable State law, compensatory time shall be allowed for overtime worked. No employee shall be permitted to work overtime without the prior approval of his/her supervisor. Compensatory time, for the purposes of overtime, is to be allocated as set forth in Section 10.4.4. Accrued compensatory time may be utilized within a reasonable period of time. The unit member shall submit a request for the use of such time to his/her immediate supervisor. Requests shall be scheduled with the approval of the unit member's immediate supervisor and shall be denied only for good and sufficient reason.
- 10.4.3 A maximum of two hundred forty (240) hours of compensatory time may be accrued at a maximum of one hundred sixty (160) hours of overtime worked for compensatory time in one twelve(12)-month period. Overtime worked beyond the one hundred sixty (160) hours will be compensated in cash. Compensatory time must be utilized within twelve(12)-months from the date earned. Accrued compensatory time shall be paid upon termination.
- 10.4.4 All hours worked beyond the workday of eight (8) hours and the week of forty (40) hours in a calendar week consisting of five (5) consecutive days, or as defined in Education Code Section 45131, shall be compensated at the overtime rate of one and one-half (1-1/2) times the regular rate.
- 10.5 Call-In (Emergency) Time
Call-in time is non-scheduled working time for a guaranteed minimum of two (2) hours for reporting to work at the District's request. Call-in time must be authorized by the unit member's immediate supervisor.
- 10.6 Call-Back Time
Any unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the rate indicated in Section 10.7, irrespective of the actual time required to be worked.
- 10.7 Compensation for Call-In Time and Call-Back Time
A regular member of the unit who works authorized call-in time or call-back time shall be paid for a minimum of two (2) hours at his/her regular rate of pay or at the rate of one and one-half (1-1/2) times regular hourly pay when the unit member has worked in excess of an eight(8)-hour regular day. For any part of any hour worked after the guaranteed minimum, a unit member shall be compensated on the quarter(1/4)-hour at the rate of one and one-half (1-1/2) times regular hourly pay.
- 10.8 Shift Differential Compensation
Any member of the bargaining unit whose entire assigned work shift takes place between 4:00 p.m. and 8:00 a.m. shall be paid a shift differential premium of five (5) percent above the regular pay for all hours worked.
- 10.9 Holiday Compensation
All actual hours worked on holidays as noted in Article 18 of this Agreement shall be compensated at two and one-half (2-1/2) times the employee's regular rate of pay.

10.10 Split Shifts - Non-Transportation Classifications

- 10.10.1 Whenever possible the use of split shifts shall be avoided.
- 10.10.2 All non-transportation unit members whose assigned shift contains over one and one-half (1-1/2) hours of non-work time shall be paid a premium of three (3) percent above the unit member's regular rate of pay.
- 10.10.3 Unit members will be notified of their primary work site and where lunch breaks will be taken. Rest and lunch breaks shall be assigned exclusive of travel time.

10.11 Rest Breaks

Unit members working four (4) hours per day or more shall receive not less than a fifteen(15)-minute paid rest period for each four (4) hours of service. Except as set forth in Section 10.11.1 below, the rest period shall be scheduled as near the middle of the four(4)-hour work period as practical in keeping with the efficient performance of the District's business.

- 10.11.1 Unit members may, with supervisorial approval, elect to combine the two (2) fifteen (15)-minute rest periods and take one (1) thirty (30)-minute rest period when the work shift is eight (8) hours or more.
- 10.11.2 Unit members who are employed in two (2) or more positions in the District shall be entitled to the rest breaks herein based upon their daily hours of continuous service.

10.12 Hours of Employment

Unit members are required to account for their hours of employment by the use of timecards, time sheets and/or time clocks. It shall be the responsibility of each employee to record his/her hours. Groups and/or individual employees whose work hours differ from those of their immediate supervisor may be required to use time clocks.

- 10.12.1 Each employee shall be notified of his/her hours of work. This notification shall include starting time, lunch time, and quitting time. Deviations from established hours may be approved by the employee's immediate supervisor.
- 10.12.2 Each employee, unless otherwise notified, shall record his/her arrival time and departure time from work. Any employee who leaves the work site during work hours shall record that time period in the same manner as above. This information shall be verified by the immediate supervisor.
- 10.12.3 At the discretion of the manager/administrator, any classified employee may be required to use a time clock for the purpose of recording hours of work.

10.13 Attendance and Punctuality

Unit members are expected to report to work whenever scheduled. Repeated and consistent abuse of leave shall be cause for an overall unsatisfactory performance evaluation. An unsatisfactory performance evaluation based on unsatisfactory attendance may be cause for termination of employment.

Unless extreme circumstances beyond the control of the unit members exist, unit members shall notify their supervisor in advance whenever they are unable to report. As much advance notice as possible should be given to permit a replacement to be scheduled. Repeated failure to give proper notification may be grounds for disciplinary action.

- 10.13.1 An employee must be at his/her work station at the starting hour and at the prescribed time after rest and lunch breaks. Employees who will be delayed more than a few minutes in reporting to work are required to call their supervisor promptly to explain the circumstances.

ARTICLE 11
APPLICATION OF AGREEMENT

11.1 Uniformity

The terms and provisions of this Agreement shall be interpreted and implemented in a uniform and non-discriminatory manner.

11.2 Non-Discrimination

Neither the District nor the Association shall unlawfully discriminate against any unit member with respect to the application of any specific provision contained in the Agreement on the basis of race, color, religion, creed, gender, national origin, age, marital status, pregnancy, disability, sexual orientation, or on the basis of membership or lack of membership in an employee organization, or participation in lawful employee organization activities, or refraining from participating in employee organization activities.

ARTICLE 12
EMPLOYEE PROTECTION

12.1 Liability Insurance

The liability insurance which the District is required to carry by Government Code Sections 989 and 990 and Education Code Section 35208, shall be provided at no cost to the unit member.

12.2 Reimbursement for Loss or Damage

The District shall reimburse unit members for any loss, damage, or destruction of clothing, automobiles, or personal property of the unit member arising from assault and/or battery, theft, or vandalism while on duty at the work site, on the school premises, or on a school-sponsored activity unless such damage is due to negligence by the unit member.

12.2.1 The District shall reimburse unit members upon the filing of a written claim detailing the circumstances and extent of the loss.

12.2.2 As a prerequisite to reimbursement, the unit member shall have filed all required reports with the police and the unit member's own insurance company, and reimbursement hereunder shall be for only the amount of loss left unreimbursed by that insurance company.

12.2.3 Such reimbursement shall not be made for losses of less than twenty-five dollars (\$25.00) aggregate, nor of more than one thousand dollars (\$1,000.00) or to the level of the employee's insurance deductible, whichever is less.

12.3 Personal Property – Tools

An inventory of personal property (tools) used by transportation mechanics and carpenters shall be filed with the appropriate supervisor prior to use.

12.3.1 Reimbursement for loss shall be made only when written approval for the use of personal property has been given in advance by the immediate supervisor.

ARTICLE 13
EVALUATION PROCEDURES

13.1 Definitions

- 13.1.1 Evaluator – A person designated by the District Superintendent as primarily responsible as the official evaluator. The evaluator shall not be a member of any bargaining unit.
- 13.1.2 Reviewer – The immediate supervisor of the evaluator or a person designated by the District Superintendent. The reviewer shall not be a member of the bargaining unit.
- 13.1.3 Probationary Unit Member – A new unit member who is appointed for a trial period of twelve (12) months.
- 13.1.4 Permanent Unit Member – A unit member who has met the requirements of a probationary trial period.
- 13.1.5 Days – For purposes of this Article days are days when the employee is scheduled to work.

13.2 Timing

The District management shall evaluate all bargaining unit members no less than once every other work year.

13.2.1 Probationary Unit Members

Probationary unit members will be evaluated within sixty (60) days and again within six (6) working months of the date of employment.

13.2.1.1 A unit member who receives a promotion to a new classification will be evaluated during the first six (6) working months of the new assignment as a probationary unit member in that assignment. This shall not be interpreted to affect a unit member's permanent status in the District.

13.2.1.2 All probationary unit members will be evaluated at least three (3) times before the first anniversary of the date of their employment.

13.2.2 Permanent Unit Members

All permanent unit members will be evaluated using the formal District evaluation document at least every other year, to be completed no later than June 1. Ongoing evaluative communications concerning performance appraisals and annual evaluations are permissible at any time.

13.2.3 Evaluation Document

A copy of the completed evaluation, signed by the evaluatee and evaluator, shall be placed in the unit member's file at the District Office.

13.2.4 Consultation/Forms

The District will not change evaluation forms without first consulting with the Association. The formal evaluation document is attached as Appendix C.

13.3 The Review Process

- 13.3.1 A unit member who receives an overall unsatisfactory performance evaluation may request that the evaluation be reviewed. Such a request must be made

within ten (10) days of the date that the unit member receives the evaluation. The request must be made in writing and state the reasons for the review on each rating.

- 13.3.2 The reviewer shall investigate and discuss the evaluation with both the unit member and the evaluator.
- 13.3.3 The reviewer shall attach a statement indicating “agreement” or “disagreement” with the evaluation. Copies will be sent to the unit member, the evaluator, and the Human Resources Office.
- 13.3.4 If the reviewer disagrees with the evaluation, the rating may be changed. A written statement shall be attached to the evaluation by the reviewer indicating the area(s) of disagreement.
- 13.3.5 Insofar as the evaluation rating is concerned, the decision of the reviewer to alter or not to alter, shall be conclusive.

13.4 Final Evaluation

An evaluation shall be final and binding and not subject to the grievance procedure. Evaluations are to be objective and based on specific and ascertainable facts. A failure to follow evaluation procedures as set forth in this Article is, however, grievable.

13.5 Right of Rebuttal

The evaluatee has the right to submit a written reaction or response to the evaluation within fifteen (15) days of the date the unit member received such evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the unit member’s personnel file. If such response is filed within fifteen (15) days of the written evaluation, the evaluation document may be modified or corrected accordingly. This process may alter the final document before it is inserted in the personnel file.

13.6 Association Role

Nothing in this Article will prevent a unit member from receiving advice and counsel from the exclusive bargaining representative concerning evaluation procedures.

- 13.6.1 A participating consultant for the evaluatee and/or the evaluator may be present during a review of the evaluation.

13.7 Personnel Files

Personnel files of all unit members shall be maintained at the District's Central Administrative Office. Files kept by a unit member's supervisor shall not contain permanent material.

13.7.1 Inspection of Files

- 13.7.1.1 The District shall keep a log indicating the persons who have requested to examine a personnel file as well as the date such request was made. Access to personnel files shall be limited to the involved unit member, to those persons so authorized by the unit member in writing and to those administrators and Human Resources Office staff so authorized by the Superintendent. Board members may request the review of a unit member’s file. Such a review must be in connection with a closed session of the entire Board. The contents of all personnel files shall be kept in the strictest confidence.

- 13.7.1.2 A unit member who wishes to inspect his/her personnel file may do so at a time when s/he is not required to render services to the District, so long as the inspection is scheduled seventy-two (72) hours in advance by giving notice to the Deputy Superintendent, Human Resources/designee, and setting a mutually agreeable time for the inspection.
- 13.7.1.3 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 13.7.1.4 The person or persons who draft material to be placed in a unit member's personnel file shall sign the material and signify the date on which such material is drafted.
- 13.7.1.5 Upon written authorization by the unit member, an Association representative shall be permitted to examine and/or obtain copies of materials in such unit members personnel file.

ARTICLE 14
SELECTION/REASSIGNMENT/TRANSFER/PROMOTION

14.1 Definitions

- 14.1.1 Transfer – A change from one work site to another without a change in classification (job title).
- 14.1.2 Reassignment – A change from one position or classification to another without a change in work site.
- 14.1.3 Voluntary Transfer or Reassignment – An employee-initiated transfer or reassignment.
- 14.1.4 Vacancy – A position that is unfilled or unoccupied.
- 14.1.5 Promotion – A promotion is a raise in salary due to an increase in hours or placement in a higher position classification.
- 14.1.6 Administrative Transfer or Reassignment – A District-initiated transfer or reassignment.
- 14.1.7 Qualified – A unit member who has passed the applicable job skills test, met the minimum qualifications as stated in the job description, and who has received overall performance ratings of satisfactory or above on his/her recent work performance evaluations.
- 14.1.8 Work Day – A day on which the RUSD Office is open for business.
- 14.1.9 Bargaining Unit Applicant – A permanent classified employee.

14.2 Selection

- 14.2.1 The determination as to whether or not to fill vacancies through reassignment, transfer and/or promotion of currently employed personnel or through hiring and placement of newly hired personnel shall be at the discretion of the District. The final selection of the person to fill a vacancy is within the sole discretion of the District.
- 14.2.2 In the event there are four (4) or more qualified bargaining unit applicants, an interview process will be conducted prior to posting the vacancy outside unless preference is given to the candidate with seniority of District service based on date of hire.
- 14.2.3 If there are not four (4) qualified bargaining unit applicants when the vacancy is posted, a vacancy/testing opportunity will be advertised inside and outside the District. Should qualified bargaining unit applicants emerge as a result of the testing, up to eight (8) will be guaranteed an interview opportunity and will compete on an equal basis with all other candidates in the selection process. Once a unit member has passed a District test for a position, the test results will be maintained as qualifying until such time that the test has been changed, updated, or modified.
- 14.2.4 The bargaining unit applicant's performance evaluations will be reviewed with the understanding that a satisfactory job performance rating in one (1) job classification does not guarantee success in a related or unrelated position classification.

14.2.5 Selection Criteria

In filling vacancies: skill, knowledge, abilities, work habits, job performance, and suitability for the position will be the factors considered.

- 14.2.6 Whenever the District solicits outside applicants for a vacancy and less than four (4) bargaining unit applicants are qualified, they will be afforded the option of competing on an equal basis with all other candidates in the selection process. If no outside candidate emerges as the preferred selectee and if there are no substantial distinguishing differences between candidates in relation to the criteria stated in 14.2.5, preference will be given to the candidate with seniority of District service based on date of hire.

14.3 Increase in Hours

If a vacancy at a given site is created which could result in an increase in hours for a unit member in the same classification at the same work site, that vacancy shall be posted at that work site prior to being posted for outside applicants. It shall be within the discretion of the District to determine whether or not to fill a vacancy.

- 14.3.1 A qualified applicant for an increase in hours will not be considered if:

14.3.1.1 The increase would interfere with the hours of the unit member's current assignment.

14.3.1.2 The increase would result in more than an eight (8)-hour workday.

14.3.1.3 A qualified applicant for a position that would result in an increase in hours or days will not be considered if the increase would necessarily result in overtime as defined in Article 10.3.

- 14.3.2 After posting, the District-established application procedure will apply.

14.4 Procedures for Reassignment, Transfer and/or Promotion

Any employee covered by this Agreement shall have the privilege of applying for any vacancy subject to the following conditions:

- 14.4.1 Application for the vacancy – The written request to the Human Resources Office shall be made during the period of the posting of the vacancy. Vacancies shall be posted within the District for four (4) days prior to the distribution of vacancy notices outside the District. During this period, unit members shall be provided an opportunity to apply for positions in which they have interest and for which they are qualified. A person is deemed “qualified” if he/she has met the minimum qualifications as stated in the job description. One (1) copy of all postings shall be sent to RESPA site representatives at their work locations and to the Association President at his/her work location at the same time that such postings are sent to all District site/departments for posting.

- 14.4.2 The filling of an application for reassignment, transfer, or promotion is without prejudice to the employee and shall not jeopardize the present assignment. An application may be withdrawn by the employee in writing at any time prior to the official notification of selection.

- 14.4.3 It shall be within the sole discretion of the District to determine whether or not the vacancy shall be filled. No posted vacancy shall be permanently filled until five (5) workdays after the notice of vacancy has been posted. Notices will be posted within the District for four (4) days, and applications received from bargaining unit applicants and former employees on the thirty-nine (39) month

reemployment list by the close of this four(4)-day period will be reviewed prior to the distribution of vacancy notices outside of the District.

14.4.4 Although no one will be denied the opportunity to apply for any vacancy, no applicant shall have the right to demand an interview if it has been determined by a review of the application that the applicant is not qualified and/or does not meet required selection criteria. Administrative consideration shall be given to all employees who submit properly completed applications for transfer to specific vacancies.

14.5 Notification

Within fifteen (15) days, except for emergency conditions, following completion of the selection process, the Human Resources Office shall notify each applicant, in writing, of the results with respect to the individual concerned.

14.6 District Initiated Reassignment/Transfers

14.6.1 Involuntary Reassignment/Transfer

A reassignment or transfer may be made at any time for any of, but not limited to, the following reasons:

14.6.1.1 A change of enrollment or workload necessitating reassignment or transfer of classified staff.

14.6.1.2 Improved efficiency of the District.

14.6.1.3 An opportunity to evaluate an employee in a different school or location.

14.6.1.4 Significant personality conflicts.

14.6.2 Vacancy List

A list of District vacant assignments within the unit member's present position classification will be made available to each employee being considered for an involuntary transfer. An employee may request the positions, in order of preference, to which a transfer is desired.

14.6.3 Transfer Notice

A unit member affected by such transfer shall be given at least ten (10) working days notice prior to the effective date of the transfer.

14.6.4 Seniority

If there are two (2) employees or more at a site who are to be considered for transfer and all factors are reasonably equal, then the least senior employee based on date of hire with the District at that site shall be selected.

14.7 Procedures for Administrative Transfer and Reassignment

14.7.1 Permanent Transfer and Reassignment

Transfers or reassignments of bargaining unit members may be initiated by the District at any time, except for disciplinary purposes, whenever such transfer or reassignment is for good cause as determined by the District. The unit member to be transferred or reassigned shall be given notice as soon as administratively practicable, and a conference will be held between the appropriate management person and the unit member in order to discuss the reason for the transfer or reassignment.

14.7.2 Temporary Transfer and Reassignment

Nothing shall prohibit the District from making temporary transfers or reassignments when the unit member's salary and benefits are not affected. A classified unit member who is assigned to a lower classification for the convenience of the District shall not receive a decrease in salary while serving in such assignment.

14.7.3 Employee Initiated Requests

A unit member with permanent status may request that the District consider an administrative transfer or reassignment within his/her current job classification.

14.8 Child Nutrition Services Vacancies

For Child Nutrition Services Worker I vacancies of under four (4) hours, a bidding process utilizing date of hire, for purposes of priority of selection, shall be implemented. Permanent unit members will have the opportunity to submit their names if they are interested in promoting to positions of greater work hours. In the event that two (2) or more unit members have the identical date of hire, the tiebreaker shall be by lot.

ARTICLE 15
YEAR ROUND EDUCATION

15.1 Transfer and Reassignment

Transfer of unit members to or from Year Round Education (YRE) programs shall be made on the following basis:

- 15.1.1 Bargaining unit members working at sites designated for YRE shall be given the right to remain in their current position at the site.
- 15.1.2 The District shall determine on or before March 31 of the year of implementation which positions at the YRE program sites shall be designated as ten (10), eleven (11), or twelve (12) month positions. Those unit members currently in positions that are to be reclassified as a result of YRE to eleven (11) or twelve (12) months shall have first priority to the position.
- 15.1.3 Notwithstanding Article 14, any bargaining unit member who requests a transfer from a YRE program site prior to May 1 of the year of implementation shall be transferred based on seniority to vacancies in his/her classification in the traditional school program.
- 15.1.4 Notwithstanding Article 14, any bargaining unit member who requests a transfer to a YRE program site prior to May 1 of the year of implementation shall receive first consideration.
- 15.1.5 In subsequent years, any unit member who requests a transfer to or from a YRE site shall submit a completed transfer form in accordance with the provisions of voluntary transfer (Article 14 – Selection and Reassignment/Transfer/Promotion).
- 15.1.6 On or before March 1 of the year of implementation, all instructional paraprofessionals and/or all other unit members subject to track assignments shall provide their site administrator, in priority order, his/her choice of track placement. Initial track assignments will be made by the site administrator on or before March 31 of the year of implementation with due consideration given to the priority listings.

15.2 Vacation

Those unit members whose work year is increased to eleven (11) or twelve (12) months at a YRE site shall not be subject to the restrictions of 17.7.1. Such unit members' vacation schedules shall be approved by the site administrator as requested with priority given to the most senior unit member unless prevented by extenuating circumstances. When requested, unit members at YRE sites are guaranteed a minimum of ten (10) consecutive work days of vacation each school year.

15.3 Transportation Extended Year Assignments

- 15.3.1 In meeting the transportation needs of the YRE program, bargaining unit members shall be given first consideration. Drivers who apply to work additional hours in the YRE program beyond their regular 10-month assignment will be paid at their hourly rate for the additional hours worked.
- 15.3.2 Drivers, according to seniority, shall have the right of first refusal of an extended year assignment if they are willing to take the full assignment as specified by the District. The full assignment shall not preclude the driver's right to vacation during this period. Except for emergency situations, a unit

member's failure to fulfill the complete assignment will result in the forfeiture of his/her right to participate in the next extended year assignment.

- 15.3.3 Extended year assignments are not subject to the base time conditions of Articles 23.3.3 and 23.5; however, all other terms and conditions of Article 23 – Bus Drivers Hours and Assignments shall apply.

15.4 Calendar

15.4.1 The beginning of the YRE program shall be July 1.

15.4.2 No unit member shall be subjected to a reduction in hours or work days as a result of the length of the YRE program work year unless the provisions of Article 21 – Layoff and Reemployment have been followed.

15.4.3 The calendar for this program shall be adopted by January 1 of each year.

15.5 Substitution Rights

All unit members may substitute in those classifications for which they are qualified. Special consideration will be given to those unit members requesting substitute assignments in their current classification. Bargaining unit members who agree to substitute in Class I, II, or III positions (BP 4220.1) shall receive 25% per hour more than the substitute rates specified in each of the respective positions.

15.6 Holiday Pay

Notwithstanding Article 18.3, instructional paraprofessionals assigned to tracks in the YRE program shall be paid for twelve (12) holidays per year.

15.7 Extended Year

In meeting the needs of the YRE program, bargaining unit members shall be given first consideration. Unit members who apply to work additional hours beyond their regular assignment in the YRE program will be paid at their hourly rate for additional hours worked.

Those unit members in the position to be extended at their site shall have the right of first refusal by seniority if they are willing to take the full assignment as specified by the District. Unit members assigned additional workdays shall accrue one (1) sick leave day per 21.666 workdays actually worked.

15.8 Discontinuance or Modification of Year Round Education Program

The YRE program may be modified or discontinued at the discretion of the Board of Education provided such action is otherwise consistent with the terms of the Collective Bargaining Agreement. The Superintendent shall notify the Association within a reasonable amount of time prior to action being taken on such modifications or discontinuance.

15.9 Professional Courtesy

Unit members whose children attend a YRE school in the District shall be given priority during the registration process for scheduling of their children's track assignment.

ARTICLE 16
CLASSIFICATION AND RECLASSIFICATION

- 16.1 Placement in Class
Every bargaining unit position shall be placed in a class.
- 16.2 New Positions or Classes of Positions
Initial designation of newly created positions as management, confidential, or supervisory shall be made by the District as provided in Article 2.
- 16.3 Compensation for an Employee Working Out of Classification
- 16.3.1 Acting Assignment
If a unit member is assigned to substitute temporarily in a position that has a higher rate of pay, and the assignment is for a period of more than five (5) working days within a fifteen (15)-calendar-day period, s/he shall be paid at the range of the position in which s/he is serving commencing on the date the acting assignment began. If the unit member applies for and is selected for the same position, the unit member will receive credit for the time worked toward the six (6)-month promotional probationary period.
- 16.3.2 Duty Assignment
If a unit member is specifically assigned duties by his/her supervisor which are significantly different from the duties listed on the unit member's classification placement description for a period of more than five (5) working days within a fifteen(15)-calendar-day period, his/her salary shall be adjusted upward for the entire period if such duties are normally performed by unit members in a higher classification.
- 16.3.3 Salary
Such higher rates shall be equal to Step A of the higher classification, with a minimum increase of \$50 per month, prorated according to the number of hours per day and days worked.
- 16.4 Classification Committee
A Classification Committee shall be established which shall include two (2) unit members appointed by the Association and two (2) additional committee members appointed by the Superintendent. Nothing in this Section shall preclude the combination of this committee with other such groups in the District, provided such combination of committees shall occur only with the agreement of all parties concerned.
- 16.4.1 The purpose of the committee shall be to review requests for reclassification and to inform the Superintendent/designee if it is determined by the committee that the request has merit.
- 16.4.2 With the recommendation of the committee, these requests will be forwarded to the Board of Education for review.
- 16.4.3 The decision to reclassify shall be at the sole discretion of the Board of Education.
- 16.4.4 The reclassification shall not be implemented without prior notification of the Association.
- 16.5 Reclassification Requests

- 16.5.1 Where, as a result of the increase in the complexity of the duties being performed by an employee, and where the change in duties is of a permanent nature, the employee may submit a request to have his/her classification reviewed.
 - 16.5.2 Application for a review of a specific position shall be made in writing to the Human Resources Office. Such application shall be made on the appropriate District form. (See Appendix E)
 - 16.5.3 The committee shall meet quarterly, or less often if there is not a need, to review the requests.
- 16.6 Salary Placement of Reclassified Positions
- 16.6.1 Upgraded Classification Changes
When a position or class of positions is upgraded, the position or positions shall be placed on the salary schedule in a range which will result in at least a one (1) range increase above the salary of the existing position or positions.
 - 16.6.2 Lateral Classification Changes
In the case of lateral classification changes, the unit member shall remain at his/her current salary range.
 - 16.6.3 Downgraded Classification Changes
In the event a position is downgraded, the unit member shall be “Y”-rated. (Y-rating provides that when a position(s) is downgraded to a lower salary amount, the unit member(s) will continue at his/her former rate until future salary adjustments provide a salary increase to the level of the former salary.)
- 16.7 Reassignment/Reclassification Notification
Upon each change in classification or reassignment, each affected unit member, upon request, shall be furnished a copy of Section 10.1.
- 16.8 External Salary Study
Prior to the beginning of negotiations, the District will annually conduct an external salary study. Salary information for classified unit members will be requested from districts in this area. The information derived from the study will be provided to the Association prior to July 1 of each year in which negotiations on salary are scheduled.

ARTICLE 17
VACATION

17.1 Eligibility

All members of the bargaining unit shall earn paid vacation time under this Article. Although vacation is credited for the full fiscal year on July 1 of each year, vacation is actually earned for each month of service during the fiscal year. If vacation is taken in advance of entitlement, a unit member who terminates after using advanced vacation time shall reimburse the District for those days taken over the actual amount earned.

17.1.1 Unit members in a regular work status who work less than eight (8) hours per day will have their vacation time prorated.

17.1.2 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

17.2 Paid Vacation

Where desired by the unit member and approved by the District, the paid vacation shall be granted in the fiscal year in which it is earned.

17.3 Accumulation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

17.3.1 Commencing with the first year through the fourth year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service (21.666 days) not to exceed twelve (12) days per fiscal year.

17.3.2 Commencing with the fifth year through the ninth year of service, vacation time shall be earned and accumulated at the rate of one and one-quarter (1 1/4) days vacation for each month of service (21.666 days) not to exceed fifteen (15) days per fiscal year.

17.3.3 Commencing with the tenth year through the eleventh year of service, vacation time shall be earned and accumulated at the rate of one and one-half (1 1/2) days vacation for each month of service (21.666 days), not to exceed eighteen (18) days per fiscal year.

17.3.4 Commencing with the twelfth year through the fourteenth year of service, vacation time shall be earned and accumulated at the rate of one and two-thirds (1 2/3) days vacation for each month of service (21.666 days) not to exceed twenty (20) days per fiscal year.

17.3.5 Commencing with the fifteenth year of service, vacation time shall be earned and accumulated at the rate of one and eight-tenths (1 8/10) days vacation for each month of service (21.666 days) not to exceed twenty-two (22) days per fiscal year.

17.3.6 Vacation time earned and accumulated shall be calculated as follows:

Unit member's work year* ÷ 21.666 = Number of vacation days**

* Work year is all calendared workdays plus paid holidays

** Rounded off upward to the nearest quarter day

- 17.4 Amount of Vacation Pay
Pay for vacation days shall be the same as that which the unit member would have received had s/he been in a working status.
- 17.5 Vacation Pay Upon Termination
When a unit member terminates for any reason, s/he shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- 17.6 Vacation Postponement
- 17.6.1 If a unit member's vacation becomes due during a period when s/he is on leave due to illness or injury, s/he may request that his/her vacation date be changed and the District shall grant such request in accordance with the vacation dates available at that time.
- 17.6.2 If a unit member is unable to take all or any part of the scheduled vacation due to illness, personal emergency, or a work schedule with the District which precluded such action the amount not taken shall be accumulated for use in the following year.
- 17.7 Vacation Schedules
While a reasonable effort will be made to accommodate specific vacation dates requested by unit members, vacation time may be rescheduled under extenuating circumstances if the unit member's absence on the dates requested is in conflict with the best interests of the District. A supervisor's determination of what is in the best interests of the District shall be conclusive.
- 17.7.1 A school site unit member who wishes to use vacation time on a student attendance day, even though the unit member's absence would interfere with District operations, may take two (2) days of vacation on a student attendance day, subject to the following:
- 17.7.1.1 The unit member shall have utilized all available non-workdays for vacation during the school year.
- 17.7.1.2 The written request shall be submitted to the unit member's supervisor at least thirty (30) days in advance.
- 17.7.1.3 The two (2) days shall be scheduled with the approval of the unit member's immediate supervisor.
- 17.7.2 For those unit member's whose absence on a student attendance day would not normally interfere with the District operations, Section 17.7.1 does not apply.
- 17.8 Holidays
When an Article 18 holiday falls during the scheduled vacation, the unit member shall be granted a compensating day of vacation.
- 17.9 Interruption of Vacation
A unit member may interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service if the unit member supplies notice and supporting information regarding the basis for requesting such interruption or termination. Such leave shall be granted and verified on the same basis as would apply if an interruption of vacation were not involved.

17.10 Payment of Accrued Vacation

Beginning July 1 of a given fiscal year, commencing with July 1, 1983, the maximum vacation accrual for all unit members for use and/or payment upon termination shall be twice the annual entitlement.

17.10.1 All earned vacation as of June 30 of any given year shall be paid to all ten (10) and eleven (11) month employees by August 15 of each year.

17.10.2 As of June 30 in any given year, any unused earned vacation in excess of the maximum accrual stated in 17.10 above shall be paid to unit members by August 15 of each year.

17.10.3 All unit members will maximize their efforts to take vacation days by utilizing all available non-workdays during the school year.

ARTICLE 18
HOLIDAYS

18.1 Scheduled Holidays

The District agrees to provide all regular permanent and probationary members in the bargaining unit with fourteen (14) paid holidays per school year.

18.2 Additional Holidays

Every day declared by the President of the United States or Governor of California as a public fast, mourning, Thanksgiving, or holiday, which requires that schools be closed, or any day declared by the Governing Board under Education Code Sections 1318 or 37222, or their successors, shall also be a paid holiday for all unit members.

18.3 Holiday Eligibility

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

ARTICLE 19
GRIEVANCE PROCEDURE

19.1 Definitions

19.1.1 Grievant – A unit member or the Association on behalf of the membership, filing a grievance.

19.1.2 Grievance – A written claim by a grievant that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement except for those provisions specifically exempted from the grievance procedure.

19.1.3 Days – Days when the central administrative office is open.

19.2 Rights to Representation

19.2.1 A grievant may be represented at all stages of the grievance procedure by himself/herself, his/her representative, or by an Association representative selected by the Association, except as provided in Section 19.2.4 of this Article.

19.2.2 If the grievant is not represented by the Association and does not object, the Association shall have the right to be present and to state its views at all meetings, hearings, appeals, or other proceedings related to a grievance. If there is any objection, the Association shall be supplied with findings from each level.

19.2.3 If two (2) or more persons have the same grievance, the District or such persons may elect to consolidate the grievances and have them considered at the same time. The Association may initiate and submit such a grievance in writing at Level Two. The signatures of the grievants must be present on the grievance form to indicate their election. Any decision rendered shall apply to all parties.

19.2.4 Nothing contained herein shall be construed as limiting the right of any grievant to discuss the matter via administrative channels and to have the problem adjusted at any level of the grievance procedure without the intervention of the Association so long as the adjustment is reached prior to arbitration. Unless the grievant objects, the Association may be in attendance at these discussions. The Association shall be notified in writing as to the disposition of the matter and such disposition shall not be inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and a copy of the proposed resolution and has been given the opportunity to file a response.

19.3 Procedures

19.3.1 Informal Level

Before filing a formal written grievance, the unit member may attempt to resolve the problem through an informal conference with the unit member's appropriate supervisor. Unit members must clearly state to the supervisor that the discussion relates to an informal grievance so that the nature and purpose of the discussion is understood by both parties.

19.3.2 Formal Levels

19.3.2.1 Level One

Within twenty (20) days from the date of the occurrence of the act or omission giving rise to the grievance, the grievant must file in writing with the immediate supervisor a Report of Grievance. This report must describe the event giving rise to the grievance, must list the specific provisions of this Agreement which were allegedly violated, and must state the remedy sought by the grievant. The grievant must sign the Report of Grievance. The grievant's immediate supervisor must respond with a written decision within ten (10) days following the receipt of the grievant's Report of Grievance.

19.3.2.2 Level Two

In the event that the grievance is not considered by the grievant to be satisfactorily resolved at the first level, the grievant may, within ten (10) days following receipt of the Level One reply, transmit to the Superintendent/designee a copy of the original Report of Grievance and a copy of the Level One reply with the notation that the grievant is appealing to Level Two. Unless mutually agreed otherwise within ten (10) days after receipt of the grievance, the grievant and the Superintendent/designee shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory solution. Within ten (10) days after this meeting, the Superintendent/designee shall respond with a written decision.

19.3.2.3 Level Three – Mediation

If the grievant is not satisfied with the decision at Level Two, the grievant may, within ten (10) days, submit a written request for mediation of the grievance. In this event, the District shall, within five (5) days, submit to the California State Conciliation Service a written request for the immediate services of a mediator.

- a. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the onset of the process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.
- b. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.
- c. The District and the Association have agreed that this level (Level Three of this Grievance Procedure) may be waived by mutual agreement. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to the next level (Level Four).

19.3.2.4 Level Four

If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may, within ten (10) days after the mediation process (Level Three) has been exhausted, request that the Association submit the grievance to arbitration.

- a. If the Association decides to submit the grievance to arbitration, it may, within ten (10) days after receipt of the request from the grievant, give written notice to the Superintendent/designee of its intent to submit the grievance to arbitration.
- b. Within ten (10) days of such notice the Superintendent/designee shall request the services of an arbitrator from the California Conciliation Service.
- c. The arbitrator selected will confer with the Superintendent/designee and the Association and will hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived, from the date the final statements and proofs are submitted to him/her.
- d. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted.
- e. The arbitrator will be without power or authority to change any of the contract or to make any decision which is violative of the contract.
- f. The decision of the arbitrator will be final and binding on the parties and will be submitted to the District and the Association.
- g. The arbitrator, in rendering his/her opinion, shall not amend, modify, nullify, ignore, nor add to the provisions of this Agreement. His/her authority shall be limited to deciding only the issue or issues presented to him/her in writing by the District and the grievant or his/her representative, and the arbitrator's decision must be based upon his/her interpretation of the meaning or application of the language of this Agreement.
- h. The cost for the services of the arbitrator including per diem expenses, if any, travel, and subsistence expenses will be borne equally by the Board and the Association. Any other costs will be borne by the party incurring them.

19.4 General Provisions

- 19.4.1 No reprisals of any kind will be taken by the Superintendent or any member or representative of the Administration or Board against any persons involved in the processing of a grievance by reason of such participation.
- 19.4.2 Upon request, the parties in interest agree to make available to each other all pertinent information, considered to be a normal work product and not privileged nor confidential under law, in their possession or control and which is relevant to the issues raised by the grievance.
- 19.4.3 An Association representative shall be released from regular assignment should the investigation or processing of a grievance require the release time. The

grievant(s) shall be released, if necessary, to attend meetings at various levels of the grievance. Such release time shall be without loss of pay or benefits.

- 19.4.4 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 19.4.5 Forms for processing grievances will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure (Appendix D). The costs of preparing such forms shall be borne by the District.
- 19.4.6 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement in writing. In the event of emergency or that parties essential to the processing of the grievance are out of the District, the time lines should be adjusted accordingly.

ARTICLE 20
DISTRICT RIGHTS

- 20.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its affairs to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right:
 - 20.1.1 To determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them;
 - 20.1.2 To establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students;
 - 20.1.3 To determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move, or modify facilities;
 - 20.1.4 To establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and contract out work which may be legally contracted;
 - 20.1.5 In addition, the Board retains the right as pertains to bargaining unit members to select, hire, classify, assign, transfer, evaluate, promote, and to terminate and/or discipline for cause.
- 20.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- 20.3 In no way shall District rights be construed to deny unit member rights which are provided for by state and federal statute.

ARTICLE 21
LAYOFF AND REEMPLOYMENT

- 21.1 Reason for Layoff
Layoff shall be for reasons in compliance with the Education Code.
- 21.2 Layoff Procedure
- 21.2.1 Seniority
Order of layoff shall be determined by seniority, with the least senior employee being laid off first. Effective upon ratification by the Board of this contract, seniority will be determined by date of hire. Date of hire shall mean the first date of paid service as a classified unit member. The hire date shall not be interpreted to mean any service performed prior to entering into probationary status in the classified service of the District.
- 21.2.2 Notice of Layoff
Any layoffs shall take place upon thirty (30) calendar days written notice. Any notice of layoff shall specify the reason for layoff and identify by name and classification the unit member designated for layoff.
- 21.2.3 Order of Layoff
Any layoff shall be effected within a class.
- 21.2.4 Bumping Rights
A unit member laid off from his/her present class may bump into the next lower class in which the unit member has previously worked and in which the unit member has sufficient seniority over others in the class to avoid layoff. The unit member may continue to bump into lower classes in which s/he has previously worked to avoid layoff. Should the unit member elect to bump into a lower class, his/her actual assignment, including work site, shall be determined by the District.
- 21.2.4.1 A unit member laid off from his/her present class may bump into a lateral or the next lower class in which the unit member has previously worked and in which the unit member has sufficient seniority over others in the class to avoid layoff under the following conditions:
- 21.2.4.1.1 The unit member shall not have the right to exercise bumping rights to any position in any classification with a longer monthly work year or more hours per day. For example, a more senior ten (10) month, eight (8) hour per day unit member could not displace a less senior unit member occupying a twelve (12) month, six (6) hour per day position. Likewise, a twelve (12) month, six (6) hour person could not displace a less senior person in a ten (10) month, eight (8) hour position.
- 21.2.4.1.2 A unit member shall have the right to exercise bumping rights to any position in any classification with a lesser monthly work year and the equivalent or lower number of hours per work day.
- 21.2.4.2 The unit member may continue to bump into lower classes in which s/he has previously worked to avoid layoff. Should the unit

member elect to bump into a lower class, his/her actual assignment, including work site, shall be determined by the District.

21.2.5 Equal Seniority

If two (2) or more unit members subject to layoff have equal class seniority, the employee with less District seniority shall be laid off. If District seniority is also equal, then the layoff determination shall be made by lot.

21.3 Reemployment Rights

Laid-off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff and in preference to new applicants.

21.4 Voluntary Demotion or Voluntary Reduction in Hours

Unit members who take voluntary reductions in assigned time in lieu of layoff shall, in addition to the thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights.

21.5 Reemployment Procedures

21.5.1 Notification of Reemployment

A unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District.

21.5.2 Unit Member Notification to the District

A unit member shall notify the District of his/her intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice.

21.5.3 Acceptance of Offer

If the unit member accepts an offer of employment in the class from which the unit member was laid off, the District's obligation under this Section will have been satisfied and discharged.

21.5.4 Declination of Offer

The laid-off unit member may decline three (3) such offers of employment before relinquishing his/her position on the list.

21.5.4.1 If a unit member on a reemployment list refuses the third offer of employment, no additional offers will be made and the unit member shall be considered unavailable for work.

21.6 Reemployment in Lower Class

Unit members who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher position.

ARTICLE 22
NOTICE

22.1 Service of Notice

Whenever provision is made in this Agreement for the giving, serving, or delivering of any notice, statement, or other instrument, the same shall be deemed to have been duly given, served or delivered, either upon personally delivering or by mailing the same by United States mail or by District mail to the party entitled thereto at the address as set forth below:

District: Superintendent
20 West Lugonia Avenue
Redlands, California 92374

Association: President
Redlands Education Support Professionals Association
Appropriate Work Site or Home Address

22.2 Change of Address

Either party may change the address to which notice shall be given by notice sent in accordance with the provisions of this Article.

ARTICLE 23
BUS DRIVERS HOURS AND ASSIGNMENTS

23.1 Purpose

This Article is intended to address issues which are unique to the unit members in the Transportation Department. This Article is not intended to preclude the application of the entire Agreement to the unit members of the Transportation Department. The terms and conditions of Article 10 – Hours of Employment and Overtime, are incorporated in this Article by reference.

23.2 Definitions

23.2.1 Base Time – The regularly assigned work hours of each individual bus driver.

23.2.2 Overbase Time – Driving time in excess of daily base time. Where the needs of the District allow, overbase time shall be assigned on a voluntary basis. Overbase time is paid at the regular rate of pay up to eight (8) hours.

23.2.3 Vacancy – A vacancy is defined as a base-time assignment which is identified by bus number, route, number of hours, and time schedule. The determination as to whether or not to fill a vacancy is within the discretion of the District.

23.2.4 Layover Time – Layover time is the time between regular runs that is less than thirty (30) minutes that a driver is not driving. Unit members will be paid for layover time which occurs between regular runs. Drivers may be expected to complete job related tasks during that time.

23.2.5 Field Trips – A field trip is any trip taken which requires driving outside the school district boundaries or any run which, for special circumstances, is designated as a field trip by the Transportation Manager.

23.2.6 Regular Runs – Regular runs are all daily home-to-school and school-to-home runs.

23.2.7 Special Runs – Special runs are all runs other than regular or field trips, including but not limited to the programs involving GATE, CDL, therapy, and Orangewood. Special runs shall be assigned primarily to drivers with regular runs with less than “base” hours in order to fill “base” time. Other special runs shall be assigned equitably to unit members except on an emergency basis.

23.2.8 Work Year – All bus drivers are assigned to a ten-month work year. A driver’s work year shall correspond to the length of the student year for their regularly assigned runs effective September to June. Those drivers assigned to drive students attending traditional year schools will finish their work year prior to those drivers assigned to transport students attending year round program schools. All drivers’ regular work year assignments shall conclude no later than June 30 of each year.

23.3 Assignments

23.3.1 Full-Time Employment

The maximum number of hours of regular full-time employment of a bus driver is eight (8) hours a day exclusive of lunch and forty (40) hours a week consisting of five (5) consecutive days.

- 23.3.2 Part-Time Employment and Overtime
The District may employ persons for lesser periods of time [less than eight (8) hours per day or five (5) days per week] and may, through authorized administrators, require and authorize bus drivers to work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week. A non-Unit member shall not be assigned more than thirty (30) hours per week unless unit members are not available to drive.
- 23.3.3 Base Time
Each bus driver shall be assigned a minimum of four (4) fixed, regular and ascertainable hours (base time). The regular hours may be adjusted if the driver is given twenty-four (24) hour notice. Special Education runs do not require the twenty-four (24) hour advanced notice.
- 23.3.4 Split Shift
Base time may be assigned on a split-shift basis with separate starting and ending times according to the needs of the District.
- 23.3.5 Pool Drivers
The District shall maintain a roster of pool drivers who meet all the requirements established for regular drivers. Pool drivers shall be guaranteed a minimum of four (4) hours per day, with duties and schedules assigned at the discretion of the District.
- 23.4 Safety Inspection
Each bus driver's base time shall include a fifteen (15)-minute pre-trip safety inspection period and a maximum per day of fifteen (15) minutes for cleaning the bus, unless otherwise directed.
- 23.5 Increase in Base Time
When a unit member's work on regular runs is in excess of the driver's base time for a period of twenty (20) consecutive days, the driver's base time shall be increased except under the following circumstances:
- 23.5.1 Assignment of a route to fill a driver's base time, not to exceed thirty (30) minutes of overbase time.
- 23.5.2 Temporarily assigned regular runs, such as overflow and special education runs. Such increases in base time assignments shall not exceed two (2) hours. Any increase in base time exceeding two (2) hours shall be subject to the provisions under 23.8.1 – Reassignment of Routes.
- 23.6 Reduction of Base Time
- 23.6.1 Voluntary Reduction
Reduction of regularly assigned driving time to a level below that of a driver's base time may be invoked with the written approval of the driver affected.
- 23.6.2 Involuntary Reduction
If the driver does not consent, then any decreases in base-time hours must conform to Article 21 of this Agreement.
- 23.7 Retention of Assignment
Routes will be established by the District on an annual basis. Drivers will bid on their routes in accordance with the agreed upon procedures. After bidding, each driver will be asked if s/he is interested in rebidding, in order of seniority,

once it is determined which route is open after all drivers of a specific base have chosen from the available routes in their base category.

At their assigned time to bid, interested drivers will have the opportunity to sign a form stating their desire to bid on open routes at the conclusion of the bidding process. Interested drivers will have to wait for such routes to open. If drivers do not wish to be eligible for such bids, they will check a box, thereby declining to re-bid, and sign the form. This will conclude their participation in the rebidding process.

23.8 Vacancies

23.8.1 Reassignment of Routes

Nothing herein prevents the District from reassigning bus routes and bus numbers as is necessary prior to determination of the existence of a vacancy. A bidding process utilizing date of hire for purposes of priority of selection shall be implemented. In the event that two (2) or more unit members have the identical date of hire, the tiebreaker shall be the greatest number of hours of District service.

23.8.2 Existence of Vacancy

A vacancy shall be filled when the District determines the need to hire a person for a set number of hours. The determination as to whether or not to fill a vacancy and the duties of the person to fill that vacancy are within the discretion of the District.

23.8.3 Notice

Each notice of vacancy shall be posted in clear view of all unit members and shall remain posted for at least five (5) days.

23.8.4 Application

An application form must be completed by any candidate interested in applying for a vacancy.

23.8.5 Selection

The determination as to whether or not to fill a vacancy shall be at the discretion of the district. In the event that the District's decision is to solicit outside applicants for a vacancy, unit members with application forms on file will be afforded the option of competing on an equal basis with all other candidates in the selection process. In filling vacancies, driving record, skills, knowledge, abilities, work habits, and job performance will be the factors considered. If the above considerations are equal, preference shall be given to the most senior unit member that applied.

23.8.6 Qualifications

All applicants shall be deemed equally qualified to compete for vacancies consistent with the provisions of their California Special Driver Certificate.

23.9 Mandatory Drug Testing

Employees will be compensated at their hourly rate of pay for time required to participate in the District mandatory drug-testing program.

23.10 Field Trip Assignments

23.10.1 Roster of Volunteers

The Transportation Manager shall maintain an ongoing roster of drivers volunteering to drive on field trips and will maintain and post a summation of the accumulated field trip hours of each driver on a weekly basis.

23.10.2 Assignment Procedures

The following conditions shall prevail:

- 23.10.2.1 All drivers are eligible consistent with the provisions of their California Special Driver Certificate.
- 23.10.2.2 The Transportation Manager shall, whenever possible, assign each trip no less than seventy-two (72) hours prior to scheduled departure time.
- 23.10.2.3 The trip shall be assigned to the eligible and available driver having the least chargeable field trip hours. Driver Instructors and Mechanics may be considered eligible and available on non-duty time with compensation to be paid at the Bus Driver rate of pay.
- 23.10.2.4 Refusal of a properly assigned trip shall result in the assessment of the trips on the eligibility roster to both the refusing driver and the actual driver. No assessment shall be made to either driver for a trip assigned during the winter and spring recess periods.
- 23.10.2.5 In the event the Transportation Manager is unable to provide at least seventy-two (72) hours' advance notice to the eligible driver, refusal to take the field trip will not cause the hours to be charged to the refusing driver.
- 23.10.2.6 When a field trip exceeds a driver's base, the Transportation Manager may assign the field trip driver's regular runs, if interrupted by the field trip, to a regular, pool, or substitute driver if it best serves the interest of the District.

23.11 Driver Training

Bargaining unit members shall be compensated at their hourly rate of pay for any training required by the District that is conducted beyond their regularly assigned basetime. Compensation will not be paid for driver requested or voluntary training.

ARTICLE 24
SUPPORT AND EFFECT OF AGREEMENT

- 24.1 Support of Agreement
The District and the Association agree that it is to their mutual benefit and to the benefit of the educational program and the pupils of the District to encourage the resolution of differences through the meet and negotiate and grievance/binding arbitration process. Therefore, it is hereby agreed that the Association and the District will support this Agreement for its term.
- 24.2 District Policies, Rules and Regulations
It is recognized that many current policies of the Redlands Unified School District Board of Education and existing Administrative Rules and Regulations of the District are not covered by this Agreement.
- 24.2.1 In the absence of specific provisions of this Agreement, District policies, rules, regulations, practices, and procedures outside the scope of representation remain discretionary with the District.
- 24.2.2 District policies, rules, regulations, practices, and procedures within the scope of representation shall not be modified by the District without first complying with the collective bargaining requirements of the Educational Employment Relations Act. Such modifications shall not conflict with specific provisions in this Agreement.
- 24.2.3 In effectuating the above, the District shall provide the Association with reasonable written advance notice of any contemplated changes.
- 24.3 Strike, Work Stoppage, Slow-down
It is agreed and understood that there will be no strike, work stoppage, slow-down, or any similar action or other interference with operations of the District by the Association, officers, agents, or unit members during the term of this Agreement including collaboration with other employee organizations who may engage in such actions.
- 24.3.1 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward encouraging all unit members to do so.
- 24.3.2 In the event of a strike, work stoppage, slow-down, concerted action, or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees to take all necessary steps to cause those unit members to cease such action.
- 24.3.3 The Association shall be deemed in violation of this Article only if it calls or condones such concerted actions or fails to take the necessary steps to have officers, agents, or unit members cease such actions.
- 24.4 No Lock-Out
During the term of this Agreement, or a negotiated extension thereof, the District agrees that it will not lock out its employees.

ARTICLE 25
SAFETY CONDITIONS OF EMPLOYMENT

25.1 Safe Working Conditions

The requirements for safe working conditions are established and maintained pursuant to District policy and State law, under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety and the District have jurisdiction and responsibility for inspection and enforcement of standards. No grievance can be filed on this Article until every good faith attempt has been made to seek resolution as follows:

25.1.1 All initial complaints have been reviewed and acted upon by the Safety/Stress Reduction Committee. The bargaining unit shall be represented on the District Safety/Stress Reduction Committee. Three (3) bargaining unit members will be appointed to the committee by the Association.

One of the purposes of the committee shall be to examine the possible causes of job-related stress and to recommend, on a periodic basis, methods and strategies for its reduction including, but not limited to, use of District recreational facilities when not otherwise in use.

25.1.2 If dissatisfied with the Safety Committee's action, the unit member has taken all necessary steps to seek resolution through the procedures established by the Department of Industrial Relations.

25.2 Unit Member Responsibility

Unit members are required to use District-provided equipment and work site facilities in a prudent manner including, but not limited to, utilization of all safety guards and protective devices.

25.2.1 Unit members have the responsibility to submit written recommendations on the Report of Safety Condition Concern form to the unit member's immediate supervisor regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with applicable safety standards.

25.3 District Responsibility

The District shall provide the equipment for employees to perform their assigned duties and make every reasonable effort to provide a place of employment which is as safe and sanitary as the nature of the assigned duties reasonably permit.

25.3.1 When a unit member submits a Report of Safety Condition Concern form, the immediate supervisor shall respond within ten (10) days. If the unit member is not satisfied with the response, the unit member may forward the form to the District's Risk Manager.

25.4 No Smoking

Pursuant to Board of Education policy the Redlands Unified School District provides its employees a smoke-free workplace. Smoking is prohibited in buildings, on grounds, and in district vehicles.

25.5 Contagion

A procedure will be developed by the District for the handling of contagious conditions in the schools. This procedure will be placed in writing and distributed to all school secretaries.

25.6 Vehicle Safety

The District shall conduct an inspection of every District vehicle utilized by unit members in the performance of their duties at least annually or more often as required by specific problems as noted on the District inspection form.

25.6.1 The inspections shall be performed by a District mechanic and certified by signature of the Transportation Manager or Shop Supervisor.

25.6.2 The records of the inspections shall be kept on file in the Transportation Office.

25.6.3 Unit members are responsible for completing the District inspection form provided in the vehicles and for informing the Transportation Department of needed repairs.

25.7 Assault

Unit members shall immediately report cases of assault, both physical and verbal, suffered by them in connection with their employment to their principal or other immediate management personnel who shall immediately report the incident to the proper law enforcement authorities. Matters involving assaults on District personnel will be reported to the Superintendent/Designee. The Superintendent/ Designee shall respond to any justifiable request from the employee for pertinent information in the possession of the Superintendent/Designee relating to the incident and shall provide liaison contact between the unit member, the police, and the courts.

25.8 Facility Search

No unit member shall be required to search for incendiary devices unless s/he is first informed of his/her right to refuse.

25.9 Bus Radios

All District Bus Drivers shall have their assigned vehicles equipped with two-way radios in order that emergency service contact can be maintained as needed.

ARTICLE 26
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- 26.1 Association Membership
Subject to Education Code Section 45168, all classified unit members hired after the effective date of this Section must become a member of the Association or accept one (1) of the following alternatives;
- 26.1.1 Pay a monthly representation fee which will provide an amount of money equal to only that portion of the total dues, initiation fees, and general assessments paid by members of the Association which are applied to the legitimate costs of representation. Upon request, the Association shall return PERB mandated refunds.
- 26.1.2 In the event an employee cannot, for reasons of conscience, pay the representation fee to the Association, s/he shall not be required to join, maintain membership in, or financially support the Association as a condition of employment except that such employees shall be required, in lieu of the representation fee, to pay sums equal to such representation fee to one (1) of the non-religious, non-labor organizations, or charitable funds listed: The American Red Cross, the Redlands Community Scholarship Foundation, the Redlands Education Support Professionals Association Scholarship Fund, or the United Way Fund.
- 26.2 For those unit members hired prior to the effective date of this Section, s/he shall have the option to become a member or to refuse to become a member of the Association. The decision must be made within thirty (30) days after the effective date for this Section.
- 26.2.1 Once the decision is made, Association members shall maintain such membership subject to Education Code Section 45168 for the term of this Agreement. Sections 26.1.1 and 26.1.2, in regard to paying a representation fee or contributing to a charity, shall also apply to presently employed unit members.
- 26.3 Verification of Membership
On or before September 15 of each year, the Association shall present to the District a list of those members of the bargaining unit who are not members of the Association but are required to participate pursuant to the provisions in Sections 26.1. Upon receipt of this list, the District shall then notify each non-member of his/her status. The employee must, within thirty (30) days from the date of notification, either become a member of the Association or an automatic payroll deduction will be made as a representation fee subject to Education Code Section 45168. The District will follow a similar procedure for all unit members hired after the presentation of the initial list.
- 26.4 Professional Dues and Payroll Deductions
- 26.4.1 Authorization
Any employee who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deductions of unified membership dues, initiation fees, and general assessments of the Association. Such authorization shall continue in effect for the term of this Agreement unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be prorated appropriately to complete payments by the end of the school year. The District shall not be obligated to

put into effect any new or changed deduction until the pay period which commences thirty (30) days or more after such submission.

26.5 Deduction Procedures

With respect to all sums deducted by the District pursuant to authorization of the employee for membership dues, the Board agrees to remit monthly such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made.

26.6 RESPA Assistance

The Association agrees to furnish any information needed by the Board to fulfill the provisions of the Article.

26.7 Other Deductions

Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for annuities, Association dues, credit union, United Way Fund, and other plans or programs approved by the Board.

ARTICLE 27
DISCIPLINARY PROCEDURE

27.1 Definition

Disciplinary action is any action which deprives a unit member of any classification and includes, but is not limited to, termination, demotion, suspension with or without pay, or non-consensual reduction in hours or class.

27.2 Causes

The Governing Board may impose discipline on any unit member for just and reasonable cause. Such cause may consist of, but is not limited to, the following:

27.2.1 Unsatisfactory attendance or abuse of leave privileges.

27.2.2 Unsatisfactory fulfillment of job responsibilities including, but not limited to:

27.2.2.1 Incompetency or inefficiency in the performance of the duties of his/her position.

27.2.2.2 Insubordination (including, but not limited to, refusal to do assigned work).

27.2.2.3 Carelessness or negligence in the performance of duty or in the care or use of District property.

27.2.2.4 Taking of alcoholic beverages, narcotics, drugs, and/or medicines which affect the performance and quality of work.

27.2.2.5 Persistent violation or refusal to obey reasonable Safety Rules or Regulations made applicable to public schools by the Governing Board or by any appropriate State or local governmental agency.

27.2.2.6 Failure to maintain a certificate or license required by the job description.

27.2.3 Unsatisfactory personal conduct including, but not limited to:

27.2.3.1 Discourteous, abusive, or offensive conduct towards others.

27.2.3.2 Dishonesty.

27.2.3.3 Falsification of documents.

27.2.3.4 Altering of documents.

27.2.3.5 Theft or use without authorization of District property for personal gain.

27.2.3.6 Commission of act involving moral turpitude.

27.2.3.7 Commission or conviction of any criminal act, whether a misdemeanor or felony, which is detrimental or prejudicial to the public service. As used herein, "conviction" means a plea of guilty, a verdict of guilty, a finding of guilt by a court in a trial without a jury, or a plea of nolo contendere.

- 27.2.3.8 Use of drugs or alcohol in a manner affecting job performance.
- 27.2.3.9 Conviction of a sex offense as defined in Education Code Section 44010.
- 27.2.3.10 Offering of anything of value or offering any service exchange for special treatment in connection with the employee's job or employment or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 27.2.4 Other reasons such as:
 - 27.2.4.1 Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.
 - 27.2.4.2 Abandonment of position [absence without leave without sufficient explanation for three (3) consecutive workdays].

27.3 Procedures for Discipline of Permanent Unit Members

27.3.1 Confidentiality

All information or proceedings regarding any actual or proposed actions pursuant to this Article shall be kept confidential by the District unless the unit member involved chooses to make such action public, at which time the District's obligation of confidentiality will cease. Such confidentiality shall not extend to persons employed or retained by the District in connection with the discipline proceedings nor to information which the District must disclose as required by law.

27.3.2 Timing

The District shall not initiate disciplinary action against permanent unit members for any cause alleged to have arisen prior to the unit member becoming permanent, nor for any cause alleged to have arisen more than two (2) years preceding the date that the District files the notice of cause, unless such cause was concealed or not disclosed by such unit member when it reasonably could be assumed that the unit member should have disclosed the facts to the District or unless such cause relates to falsification/ dishonesty regarding initial employment application information which is discovered at a later date.

27.3.3 Progressive Discipline

Except for prior similar conduct within a previous twenty-four (24) month period where the conduct giving rise to a cause for discipline could be remediated through progressive discipline, such discipline shall consist of some or all of the following, depending upon the seriousness of the conduct:

- 27.3.3.1 Conference(s) for counseling the unit member regarding expectations (assistance program) and consequences of non-compliance including, if appropriate, oral warning(s).
- 27.3.3.2 Written warning(s).
- 27.3.3.3 Written reprimand(s).
- 27.3.3.4 Suspension with or without pay.

27.3.4 Immediate Suspension With Pay
Upon receipt by the unit member's supervisor of information which constitutes cause for discipline, the unit member will be provided an opportunity to meet with the supervisor to explain the circumstances of the allegations. If after a preliminary investigation of the circumstances it is determined that the unit member must be immediately removed from the work site in order to protect students, employees, or property, the unit member may be immediately suspended with pay.

27.3.5 Suspension Without Pay
Suspension without pay may be implemented for causes pursuant to Section 27.2 of this Article. The following procedure will apply:

27.3.5.1 The Supervisor will submit a written recommendation to the Superintendent/designee indicating the reason for the action.

27.3.5.2 The affected unit member will be provided an opportunity to meet with the Superintendent/designee in order to explain or rebut the allegations.

27.3.5.3 After an investigation of the matter, the Superintendent/designee will determine the action to be taken.

27.4 Procedure for Termination

27.4.1 Notice of Recommendation for Termination including a Statement of Charges shall be served upon the unit member initially. Service may be by personal service or by certified mail sent to the unit member's most recent address as recorded in the unit member's personnel file. The notice shall include:

27.4.1.1 A statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and, if it is claimed that a unit member has violated a rule or regulation of the District, such rule or regulation shall be set forth in said notice;

27.4.1.2 A statement of his/her right to a hearing on said charges and the time within which such hearing may be requested which shall be not less than ten (10) days after service of the notice;

27.4.1.3 A card or paper, the signing or filing of which shall constitute a demand for a hearing and a denial of all charges; and

27.4.1.4 Such notice shall at the same time be provided to the Association.

27.5 Termination Hearing

If the unit member requests a termination hearing before the Governing Board, the following shall apply:

27.5.1 The hearing shall be held in closed session.

27.5.2 The Board shall have the option of conducting the hearing or appointing an impartial hearing officer. Any cost incurred by the appointment of a hearing officer shall be borne by the District.

27.5.3 Oral evidence shall be taken only upon oath.

- 27.5.4 Witnesses may be called and cross-examined.
- 27.5.5 Any relevant, material evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any statute which might make improper the admission of such evidence over objection in civil actions.
- 27.5.6 Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- 27.5.7 At the conclusion of the hearing, the Board shall deliberate or review any findings submitted by the impartial hearing officer in private. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. The decision shall be transmitted in writing to the unit member.

27.6 General Provisions

- 27.6.1 Suspensions shall not be deemed appropriate in cases of incompetent job performance unless such incompetence could jeopardize the health, safety, and welfare of children.
- 27.6.2 The Association shall be afforded the right to represent the unit member at all stages of the disciplinary proceedings.
- 27.6.3 Suspensions without pay shall be subject to the review of the Board of Education.

ARTICLE 28
CONTRACTING OUT FOR SERVICES

The District agrees that there will be no subcontracting for custodial services, but reserves the right to subcontract for other services when deemed to be in the best interests of the District. The District shall notify the Association no less than forty (40) days prior to Board action regarding the subcontracting of any services traditionally or historically provided by members of the unit. Thereafter, the District shall meet and negotiate with the Association upon request to consider Association input on the impact on unit members of subcontracting for services.

ARTICLE 29
ANNUAL CALENDAR

The Association and the District shall mutually agree on the annual calendar for classified unit members which shall be incorporated in the contract as Appendix F. The Association agrees that the student school calendar is not a subject requiring mutual agreement. So long as the unit member is guaranteed to serve as a minimum the same number of workdays established in the previous year, the District reserves the right to determine the starting and ending dates for service according to the needs of the District.

ARTICLE 30
COMPLETION OF MEET AND NEGOTIATE DURING TERM

30.1 Complete Understanding

The Association and District acknowledge that during the negotiations which preceded this Agreement, the Association and District had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete commitments of both parties. The Association and the District mutually agree that for the life of the Agreement, neither party shall be obligated to negotiate collectively with respect to any subject or matter referred to in, or covered by, this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects are matters that may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, unless there is mutual agreement by both parties to reopen negotiations on those specific matters, except as otherwise specified in this Agreement.

30.2 Negotiations During Term

The above shall not be construed as a waiver by the Association of any right to negotiate over changes during the term of this Agreement on terms and conditions within the scope of representation. Any modification of this Agreement shall be in writing and attached to this Agreement.

30.3 Contract Management

The District and Association will schedule meetings for the purpose of discussing matters of mutual concern as they relate to the implementation of the Agreement and other matters of mutual importance. The Committee shall not supplant the grievance procedure or contract negotiations. Nothing shall preclude either party from having a resource person in attendance when relevant to the discussions.

ARTICLE 31
PUBLIC COMPLAINTS

- 31.1 The Board of Education recognizes the integrity and professionalism of its employees and desires to support their actions in such a manner that employees are freed from unnecessary, spiteful, or negative criticism and complaints.
- 31.2 Every effort should be made to resolve complaints concerning school district employees at the earliest possible stage in accordance with the following procedures:
- 31.2.1 Complaints concerning District personnel should, whenever possible, be made by the complainant directly to the employee against whom the complaint is lodged.
- 31.2.2 Complaints not resolved at the informal level, above, shall be directed by the complainant to the employee's administrative supervisor.
- 31.2.2.1 Any complaint regarding an employee's job performance which may affect the employee's evaluation shall be discussed with the employee as soon as possible.
- 31.2.2.2 Should the administrator or involved employee deem it appropriate, a meeting shall be held with the complainant, employee, and administrator to review the stated concern. Such meeting shall be held at a reasonable time (within the employee workday) and place mutually agreed upon by the parties. Adequate notice of complaint involved and the nature of the complaint shall be given to the employee(s) prior to the meeting.
- 31.2.2.3 If informal discussion between the administrator and complainant fails to bring about resolution of the complaint, the complainant shall be requested to state the complaint in writing. Such written complaint shall be discussed with the involved employee. Failure of the complainant to state the complaint in writing shall be deemed by the District to be withdrawal of the complaint.
- 31.2.2.4 The administrative supervisor shall appropriately review and analyze the written complaint and submit resolution strategies to the complainant and involved employee.
- 31.2.3 If the complaint, after review by the administrative supervisor, remains unresolved, the supervisor shall refer the written complaint, together with the supervisor's report and analysis of the situation, to the Superintendent/designee. The resolution decision of the Superintendent/designee shall be final.
- 31.2.4 No hearing will be held by the Board of Education on any complaint unless and until the Board has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain, but not be limited to, the following:
- 31.2.4.1 The name of each employee involved.
- 31.2.4.2 A brief but specific summary of the nature of the complaint and the facts surrounding it sufficient to inform the Governing Board and the employee(s) as to the precise nature of the complaint and to allow the employee(s) to prepare a defense.

- 31.2.4.3 A true copy of the signed original of the complaint itself.
- 31.2.4.4 A summary of the action taken by the Superintendent in connection with the complaint, with the Superintendent's specific finding that disposition of the case at the Superintendent's level has not been possible, and the reasons therefore.
- 31.2.4.5 The written report of the Superintendent shall be provided to the employee(s) involved at least five (5) working days prior to any hearing held by the Board of Education on such complaint.
- 31.2.5 All parties involved, including the school administration, shall be requested to attend such a hearing for the purposes of presentation of all available evidence allowing every opportunity for explanation and for clarifying the issue.
- 31.2.6 The decision of the Board of Education following the hearing shall be final. Any action of the Board of Education shall not be inconsistent with the terms of the Agreement.
- 31.3 Information received from undisclosed or anonymous complainants shall not adversely affect the performance evaluation of any school district employee and shall not become part of the permanent record of the unit member.
- 31.4 Any involved employee shall be afforded the full right to representation at all stages of this procedure.
- 31.5 Only a failure to follow the specific steps or procedures contained in the Article can be subject upon which a grievance may be filed.

ARTICLE 32
SUMMER SCHOOL

- 32.1 Bargaining unit members shall be given preference for classified summer school positions.
- 32.2 Summer school positions shall be designated in accordance with existing job descriptions and the duties assigned will be in keeping with those specified by the job description.
- 32.3 The District will determine the location and number of positions to be offered. These will be posted as temporary assignments not later than April 1.
- 32.4 Bargaining unit members must meet the minimum qualifications of the position for which they apply.
- 32.5 Appointment to summer school positions shall be at the discretion of the District with priority given to employees currently serving at the site in that position. After those appointments are finalized, unit members will have the opportunity to apply and interview for any remaining vacancies.
- 32.6 Notification of assignment to summer school positions shall be in writing. Those applicants not selected shall also be notified in writing.
- 32.7 Bargaining unit members shall be compensated in accordance with contract provisions for the hourly rate of the summer school position assigned.

Appendix A-1 and Hourly Appendix A-2 are in Excel format.

Appendix A-2
 REDLANDS UNIFIED SCHOOL DISTRICT
 CLASSIFIED BARGAINING UNIT POSITIONS
 Effective July 1, 2009

| <u>Position</u> | <u>Range</u> |
|--|--------------|
| <u>CLERICAL SERIES</u> | |
| Adult Education Accountability Technician | 28 |
| Categorical Programs Technician | 28 |
| Compliance Support Secretary | 28 |
| Curriculum and Assessment Technician | 28 |
| Facilities Technician | 28 |
| Human Resources Technician | 28 |
| Secretary III | 27 |
| Clerical Specialist | 25 |
| School Office Manager | 25 |
| Secretary II | 25 |
| Professional Development Center Specialist | 23 |
| Secretary I | 23 |
| Enrollment Center Clerk II | 22 |
| Typist Clerk III | 22 |
| Counseling Center Clerk | 21 |
| Healthy Start Program Clerk | 21 |
| Office Assistant | 21 |
| Office Assistant – Language Support Programs | 21 |
| School Clerk | 21 |
| Enrollment Center Clerk | 20 |
| Typist Clerk II | 20 |
| Typist Clerk I | 19 |
| | |
| Data Control Clerk III | 26 |
| Data Control Clerk II | 24 |
| Data Control Clerk II – District | 24 |
| Data Control Clerk I | 22 |
| | |
| Bindery Clerk | 10 |
| <u>FISCAL SERIES</u> | |
| Budget Analyst | 30 |
| Lead Payroll/Benefits Technician | 30 |
| Accounting Technician | 28 |
| Attendance Technician | 28 |
| Benefits/Risk Management Technician | 28 |
| Payroll/Benefits Technician | 28 |
| Position Control Technician | 28 |
| | |
| Account Clerk III | 25 |
| Account Clerk III – Food Service | 25 |
| Account Clerk II – ASB | 24 |
| Account Clerk II | 23 |
| Account Clerk I | 20 |
| | |
| Attendance Clerk | 22 |
| Purchasing Assistant | 30 |
| Buyer III | 25 |
| Buyer II | 23 |
| Buyer I | 20 |

CHILD NUTRITION SERIES

| | |
|--|----|
| Lead Child Nutrition Services Worker – Central Kitchen | 23 |
| Lead Child Nutrition Services Worker II | 21 |
| Lead Child Nutrition Services Worker | 20 |
| Child Nutrition Services Worker III – Cooking | 17 |
| Child Nutrition Services Worker III – Elementary Kitchen | 16 |
| Child Nutrition Services Worker II | 14 |
| Child Nutrition Services Worker I – Production Assembler | 10 |
| Child Nutrition Services Worker I – Cashier | 9 |
| Child Nutrition Services Worker I | 8 |

STUDENT SERVICES SERIES

| | |
|------------------------------|----|
| Security II | 32 |
| Security I | 23 |
| Attendance Program Assistant | 21 |
| Campus Supervisor | 21 |
| Health Technician | 21 |
| Student Services Assistant | 20 |
| Community Liaison Assistant | 15 |
| Health Care Assistant | 15 |
| Service Worker | 14 |
| Guided Play Monitor | 13 |
| Noon Supervisor | 10 |

PARAPROFESSIONAL SERIES

| | |
|--|----|
| Child Development Program Lead Paraprofessional | 29 |
| Nursing Lab Paraprofessional | 20 |
| Independent Study Paraprofessional | 20 |
| Computer Lab Paraprofessional | 18 |
| Instructional Paraprofessional II - General | 15 |
| Instructional Paraprofessional II - Language Assessment Center | 15 |
| Instructional Paraprofessional II - Language Support Programs | 15 |
| Instructional Paraprofessional II - Special Education | 15 |
| Child Development Program Paraprofessional | 15 |
| Instructional Paraprofessional I - General Classroom | 13 |
| Library Paraprofessional III - District | 23 |
| Library Paraprofessional III - High School | 23 |
| Library Paraprofessional II - District | 21 |
| Library Paraprofessional II - Schools | 21 |
| Library Paraprofessional I | 17 |

MAINTENANCE SERIES

| | |
|-------------------------------------|----|
| Air Conditioning/Heating Foreman | 35 |
| Air Conditioning/Heating Technician | 33 |
| Electrician Foreman | 35 |
| Electrician | 33 |
| Carpenter Foreman | 32 |
| Carpenter | 31 |
| Office Machine Technician | 32 |
| Plumbing/Maintenance Foreman | 32 |

| | |
|-------------------------------------|----|
| Plumber | 31 |
| Painter Foreman | 32 |
| Painter | 28 |
| Maintenance Worker III | 29 |
| Maintenance Worker II – Specialized | 27 |
| Maintenance Worker II – General | 25 |
| Maintenance Worker I | 22 |

OPERATIONS SERIES

| | |
|---------------------------------|----|
| Lead Custodian III | 29 |
| Lead Custodian II | 25 |
| Lead Custodian I | 24 |
| Custodian III | 24 |
| Custodian II | 22 |
| Custodian I | 19 |
| Grounds Maintenance Foreman | 32 |
| Lead Grounds Maintenance Worker | 28 |
| Grounds Maintenance Worker III | 25 |
| Grounds Maintenance Worker II | 22 |
| Grounds Maintenance Worker I | 19 |
| Warehouse Worker II | 25 |
| Warehouse Worker I | 23 |
| Delivery Driver | 22 |

TECHNICAL SERIES

| | |
|----------------------------------|----|
| Communication Specialist | 45 |
| Computer Specialist | 45 |
| Network Specialist | 45 |
| Systems Specialist | 45 |
| Computer Technician | 34 |
| Reprographics Service Technician | 33 |
| Help Desk Technician | 25 |
| Reprographic Technician II | 25 |
| Reprographic Technician I | 20 |

TRANSPORTATION SERIES

| | |
|-----------------------|----|
| Mechanic III | 35 |
| Mechanic II | 32 |
| Mechanic I | 24 |
| Bus Driver Instructor | 26 |
| Dispatcher/Scheduler | 26 |
| School Bus Driver | 22 |
| Specialty Driver | 22 |

REDLANDS UNIFIED SCHOOL DISTRICT

EVALUATION OF CLASSIFIED EMPLOYEE'S WORK PERFORMANCE

NAME _____ **SITE** _____ **DATE** _____

POSITION _____ **PROBATIONARY** _____ **PERMANENT** _____

Instructions: Indicate on the rating scale after each performance factor your evaluation of that factor in the employee's performance. Ratings 1, 2, and 5 must be supported by written comment. 5 = Outstanding, 4 = Exceeds Requirements, 3 = Satisfactory, 2 = Less than Satisfactory, 1 = Unsatisfactory.

| PERFORMANCE FACTOR | RATING SCORE | | | | | EVALUATOR'S COMMENTS |
|--|--------------|---|---|---|---|----------------------|
| | 1 | 2 | 3 | 4 | 5 | |
| 1. Quality of work: Accuracy, neatness, thoroughness | | | | | | |
| 2. Quantity of Work: Amount produced in allotted time | | | | | | |
| 3. Work Habits: Organization, punctuality, attendance, care of equipment, compliance with rules, regulations | | | | | | |
| 4. Work Attitude: Interest, dependability, adaptability, responsibility | | | | | | |
| 5. Relationship with Others: Compatibility with peers, students, public | | | | | | |
| 6. Personal Qualities: Neatness, personal appearance, manner of speaking | | | | | | |
| 7. Potential for Development: Initiative, creativity | | | | | | |
| 8. Fulfillment of requirements of job description | | | | | | |

General Comments:

_____ The overall performance evaluation of this employee is at a satisfactory or above satisfactory level.
 _____ The overall performance evaluation of this employee is not at a satisfactory level. (Supporting information is attached.)

NOTE: The signature of the employee does not necessarily indicate agreement with the evaluation. It merely documents receipt of the evaluation as required by administrative regulation. The evaluatee may attach any comments.

Signature of Employee

Date

Signature of Evaluator

Date

_____ Check here if comments of evaluatee or evaluator are attached.

Personnel: White
 Employee: Yellow Dept./School: Pink

REDLANDS UNIFIED SCHOOL DISTRICT
(Please print or type)

Supervisor Distribution
Copy 1 - Supt./Designee-H.R.
Copy 2 - Grievant
Copy 3 - Immediate Supervisor
Copy 4 - Association
Copy 5 - Grievant Retains

Employee Name: _____

Work Location: _____

GRIEVANCE FORM - LEVEL 1 (CLASSIFIED)

Submission of Grievance: All portions of this section must be completed by the grievant. (Please print neatly or type.)

Specific contract violation alleged (cite article and section): _____

Statement of Grievance and specifically how contract has been violated: (Additional sheets may be attached)

Date of informal conference: _____

Remedy Requested (Must be specific): _____

Date

Signature

Upon completion of this section, grievant shall retain copy #5 and present remaining copies to the Superintendent/Designee.

Immediate Supervisor's Response: (Additional sheets may be attached): _____

Date

Signature

Upon completion of this section, copies shall be distributed by the Superintendent/Designee as indicated at the top of this form.

REDLANDS UNIFIED SCHOOL DISTRICT
(Please print or type)

Supt./Designee Distribution
Copy 1 – Supt./Designee-H.R.
Copy 2 – Grievant
Copy 3 – Immediate Supervisor
Copy 4 – Association
Copy 5 – Grievant Retains

Employee Name: _____

Work Location: _____

GRIEVANCE FORM - LEVEL 2 (CLASSIFIED)

Appeal to Superintendent/Designee – All portions of this section must be completed by the grievant. Copy of completed Grievance Form – Level 1, must be attached.

Article alleged to have been violated and remedy sought are as stated in Level 1.

Reason for appeal: _____

Date Signature

Upon completion of this section, grievant shall retain copy #5 and present remaining copies to the Superintendent/designee.

Respondent's Response: _____

Date Signature

Upon completion of this section, copies shall be distributed by the Superintendent/designee as indicated at the top of this form.

REDLANDS UNIFIED SCHOOL DISTRICT
(Please print or type)

Supt./Designee Distribution
Copy 1 – Supt./Designee-H.R.
Copy 2 – Grievant
Copy 3 – Immediate Supervisor
Copy 4 – Association
Copy 5 – Grievant Retains

Employee Name: _____

Work Location: _____

GRIEVANCE FORM - LEVEL 3 (CLASSIFIED)

Request for Mediation – All portions of this section must be completed by the grievant. Copy of completed Grievance Forms – Levels 1 and 2, must be attached.

Reason for appeal: _____

Date

Signature

Mediator's suggestions for resolution: _____

Date

Signature of Mediator

Superintendent/Designee comments: _____

Date

Signature

Disposition at Level 3: _____

REDLANDS UNIFIED SCHOOL DISTRICT
(Please print or type)

Employee Name: _____

Work Location: _____

Grievant Distribution
Copies 1,2,3,4 – Association
Copy 5 – Grievant
Association Distribution
Original – Supt./Designee – H.R.
Copy 2 – Grievant
Copy 3 – Immediate Supervisor
Copy 4 – Association Retains

GRIEVANCE FORM - LEVEL 4 (CLASSIFIED)

Request for Arbitration – This section must be completed by grievant. Copies of completed grievance forms, Levels 1, 2, and 3, must be attached.

I hereby request that an arbitrator be chosen to consider the grievance outlined on the attachments. My representative is:

Date

Signature

Upon completion of this section, grievant shall present originals; Copies #2 and #3, and all attachments to the Superintendent/designee. Copy #3 should be retained by grievant.

Association Action regarding Arbitration Request Date _____

Acceptance _____

Denial _____

Comments: _____

Date

Signature

Arbitrator's Decision: _____

Date

Signature of Arbitrator

Date transmitted to Grievant and Association: _____

Date received: _____

Final Disposition: _____

Date: _____

Redlands Unified School District
RECLASSIFICATION REQUEST FORM

EMPLOYEE SECTION

Name _____ Date _____

Position _____ Range _____ Step _____

Site _____ Hours _____ Years in _____
Per Day _____ Position _____

The following questions must be answered specifically and with detail (Attach additional pages as needed):

1. Describe how your current job description is inaccurate or incomplete. Be specific:

2. Describe new duties which you perform regularly which are not listed in your current job description:

3. List the skills you have been required to learn which were not previously required by your job description:

4. State your rationale and recommendation for reclassification:

Proposed Position Title _____ Proposed Range _____

Please attach a copy of your current job description.

Signature _____ Date _____

SUPERVISOR SECTION

Comments:

Recommendations:

Signature _____ Title _____ Date _____

THIS PAGE MUST BE COMPLETE PRIOR TO SUBMISSION TO HUMAN RESOURCES

Routing: Employee; Immediate Supervisor; Human Resources; Reclassification Committee

RECLASSIFICATION COMMITTEE SECTION

Management Recommendation:

Rationale:

Association Recommendation:

Rationale:

Labor Market Comparison:

Committee Recommendation:

CSA:ml 1/92
(Updated 2/02-avg)

White: Human Resources/Reclassification Committee
Yellow: Employee
Pink: Supervisor