

REDLANDS UNIFIED SCHOOL DISTRICT
2011-2012 INITIAL PROPOSAL
OF THE
BOARD OF EDUCATION
TO THE
REDLANDS EDUCATION SUPPORT PROFESSIONAL ASSOCIATION
October 25, 2011

Bold print indicates additions or modifications, strike through indicates deletions.

ARTICLE 1 - AGREEMENT

1.2 Duration of Agreement

This Agreement shall be effective from July 1, ~~2007~~ **2011**, to June 30, ~~2010~~ **2013**, unless another effective date is specified for particular provisions thereof.

1.3 Reopeners

This Agreement shall be reopened ~~twice~~ **once** during its term for the purpose of renegotiating for school years ~~2008-2009~~ **2012-2013** and ~~2009-2010~~. During ~~2008-2009~~ and ~~2009-2010~~ **2012-2013**, 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.

ARTICLE 8 - LEAVES

8.5 Industrial Illness and Accident Leave

Unit members must have continuously served the District for three (3) or more full years prior to the date of an industrial injury before entitlement to Industrial Illness and Accident Leave, per Education Code 45192.

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.

ARTICLE 9 – PROFESSIONAL GROWTH PROGRAM

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 **Assistant** 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 **Assistant** Superintendent, Human Resources, prior to enrollment will not be eligible for the Professional Growth Program.

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 **Assistant** 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 **Assistant** Superintendent, Human Resources, requesting Professional Growth credit for the course prior to enrolling in the course. The Deputy **Assistant** 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 **Assistant** Superintendent, Human Resources, within thirty (30) calendar days after the activity.

9.7 Teacher Development Program

- 9.7.8 After notifying the Association, the District reserves the right to terminate or **suspend** this program at any time on June 30 of any given year.

ARTICLE 10 – HOURS OF EMPLOYMENT AND OVERTIME

10.2 Workday and Workweek

- 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 **Assistant** 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.

ARTICLE 13 – EVALUATION PROCEDURES

13.7 Personnel Files

- 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 Assistant Superintendent, Human Resources/designee**, and setting a mutually agreeable time for the inspection.

ARTICLE 14 – SELECTION/REASSIGNMENT/TRANSFER/PROMOTION

14.8 Child Nutrition Services Vacancies

For Child Nutrition Services Worker I and **Child Nutrition Service Worker I - Cashier** 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 19 – GRIEVANCE PROCEDURES

19.3 Procedures

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, **unless the parties mutually agree on an arbitrator**, the Superintendent/designee shall request a list of five (5) arbitrators from the California State Conciliation Service. **The parties will meet to alternately strike names until an arbitrator is selected; with the first strike determined by coin toss** ~~the services of an arbitrator from the California Conciliation Service.~~
- c. The arbitrator ~~so~~ selected will confer with the **representatives of the Superintendent/designee and the Association** and will hold hearings promptly and will issue a decision **as soon as reasonably practical after the date of the close of the hearing** ~~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. **If any questions arise as to arbitrability, the arbitrator shall rule on this issue before hearing the merits of the case.**
- fg. The decision of the arbitrator will be final and binding on the parties and will be submitted to the District and the Association.
- gh. 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.
- hi. 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.

ARTICLE 23 – BUS DRIVERS HOURS AND ASSIGNMENTS

23.2 Definitions

23.2.6 Regular Runs – Regular runs are all daily home-to-school and school-to-home runs, **including home-to-school and school-to-home runs which requires driving outside the school district boundaries.**

23.7 Retention of Assignment Re-bidding

Strike current language. Add:

All drivers shall re-bid routes two (2) days prior to the start of the new student attendance year. The re-bidding process will allow for the most senior School Bus Driver to bid on all available routes and the re-bidding will continue in seniority order until all routes are filled. All routes will be posted with the route containing the most hours listed first, then all subsequent routes will be listed in descending order of number of hours. The re-bidding of equipment will first be based on the needs of the routes, and where applicable will be based on the size and capacity of the bus. The number of routes and the bases of routes will be no less than the prior year, unless otherwise affected by layoff.

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 or **reduction in class**, suspension with or without pay, ~~or non-consensual reduction in hours or class.~~

27.3 Procedures for Discipline of Permanent Unit Members

27.3.3 Progressive Discipline

Except for **cases of** prior similar conduct within a previous twenty-four (24) month period, **and** 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~~ **unless** the seriousness of the conduct **dictates termination as a first step:**

~~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.~~

Renumber remainder of Article.

27.3.5 Suspension Without Pay

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

27.3.5.3 After **meeting with the unit member and, if deemed necessary,** an investigation of the matter, the Superintendent/designee will determine the action to be taken.

27.3.5.4 **Suspensions shall not be deemed appropriate in cases of incompetent job performance unless such incompetence could jeopardize the health, safety, and welfare of children, except in cases of repeated violation. (Formally 27.6.1)**

27.3.5.5 **Suspensions without pay shall be subject to the review of the Board of Education, and shall not be subject to the grievance procedure. (Formally 27.6.3)**

27.4 Procedure for Termination

27.4.2 **Notwithstanding the requirements of section 27.3 above, if the Superintendent/designee determines that pending a hearing on termination the unit member must be removed from the work site in order to protect students, employees, or property, the unit member may be immediately suspended without pay. Prior to suspension, the unit member shall be provided an opportunity to meet with the Superintendent/designee to explain or rebut the charges.**

27.5 Termination Hearing

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

27.5.3 Oral evidence shall be taken only upon oath **or affirmation.**

27.5.8 **The termination process is not subject to the grievance procedure.**

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. (Move to 27.3.5.4)~~

~~27.6.3~~ Suspensions without pay shall be subject to the review of the Board of Education. (Move to 27.3.5.5)

ARTICLE 31 – PUBLIC COMPLAINTS

- 31.2.2.2 Should the administrator or involved employee deem it appropriate, a meeting shall be held **requested** 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 the 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 **or if the complainant refuses to meet with the involved employee**, 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.~~
- 31.2.5 **At the Board's discretion**, Aall 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.

APPENDIX A-1

The District will make proposals when updated budget information is received.

