

INITIAL PROPOSAL

TO

THE REDLANDS UNIFIED SCHOOL DISTRICT

FROM

THE

REDLANDS EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

FOR THE 2011-2012 CONTRACT YEAR

August, 2011

Jolene Tripp President, RESPA

RESPA Initial Proposal to the District September, 2011

## Article 1 AGREEMENT

### 1.2 Duration of Agreement

This Agreement shall be effective from **July 1, 2011 to June 30, 2012**, 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.~~

## Article 5 ASSOCIATION RIGHTS

### 5.15 Transfer Rights for Dependent Children of Members

**Unit member's child(ren) may attend the unit members assigned school when grade level and educational program are appropriate for the child's/children's needs. Unit members child/children may attend a school site within close proximity of the unit member's work site.**

**5.15.1 Unit members will meet the timeline requirements as outline in Board Policy. Should a unit member's job site change after the date of the initial request, or the unit member is a new employee, the unit member will notify Educational Services staff of change in work location within five days of notification of their change in assignment.**

**5.15.2 The District will initially approve a unit member's child to attend a school outside of approval terms and conditions as set forth in Board Policy for the first year if the school's educational program requested is appropriate for the child's needs.**

**5.15.2.1 However, if after the first year of approval, the unit member's child does not meet the terms and conditions of the intra-district transfer, the District may deny the child for the next school year for poor attendance or behavior. Unit members may appeal this decision by providing written request and/or documentation to the Assistant Superintendent of Human Resources within ten (10) days of receipt of the denial letter.**

## Article 6 PAY AND ALLOWANCES

### 6.8 Uniforms and Tools

The District shall provide the following expense allowances in lieu of providing uniforms or tools: ~~12~~

**Increase uniform and tool allowances to the following level:**

#### 6.8.1 Uniforms

Campus Security	<b>\$45.00/month</b>
Campus Supervisors	<b>\$45.00/month</b>

6.8.2

Tools  
Mechanics

**\$45.00/month**

## Article 7 HEALTH AND WELFARE BENEFITS

7.8

### Insurance Committee

~~No fewer than 60 days prior to the policy renewal date,~~ The Insurance Committee (comprised of management, certificated, and classified representatives) will begin meeting to review current benefit plan options with the opportunity to change levels, co-pay levels, providers, and/or purchasing models with mutual agreement of all parties in the committee. ~~All~~ **At the direction of the Association Representative Council any** determinations of the Insurance Committee ~~are~~ **may be** subject to ratification by the **general membership of the** Association. ***The Insurance Committee shall meet and function in accordance with the by-laws that shall be mutually created and agreed upon by the employee unions and the District.***

### 7.12.7 Spousal Coverage

Contingent upon agreement of the Carrier, when a 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) in accordance with state and federal regulations in affect at the time. The premium will be paid by the spouse of the deceased member to the District. ***In the event that both spouses were employees of the District and the primary insured spouse pre-deceases the dependant spouse, the remaining spouse shall be entitled to health insurance benefits until age 65 as defined in Article 7.12 Early Retirement.***

## Article 8 LEAVES

(New section)

8.7

### Absences for District Job Testing

***Members shall be released from duties for the purpose of taking District Job Tests and/or District Job Interviews.***

(Renumber rest of section)

## Article 10 HOURS OF EMPLOYMENT AND OVERTIME

(New section)

10.14

### Extra and Overtime Work for Extra Curricular and Special Events

***Extra and overtime work requiring members beyond who are assigned to the site must be done by the bargaining unit members within that job classification. Extra and overtime hours will be assigned based on seniority first and then by hours of completed assignment. Members who are offered to work and members who actually do the work will both be credited the hours for the completed assignment in order to equitably distribute extra work. When extra and overtime work is available those with the least amount of credited hours shall have first opportunity for the extra and overtime work. All extra and overtime work is on a voluntary sign-up basis.***

## Article 16 CLASSIFICATION AND RECLASSIFICATION

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.

Article 23 BUS DRIVERS HOURS AND ASSIGNMENTS

23.3 Assignments

23.5.2 Temporarily assigned regular run of **twenty days or less**, such as overflow and special education runs.

(New section)

**23.12**

**Rebidding**

***All drivers shall re-bid routes two days prior to the start of the new student attendance year. The rebidding process will allow for the most senior School Bus Driver to bid on all available routes and the rebidding 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 rebidding 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 shall be no less than the prior year.***

Article 27 DISCIPLINARY PROCEDURE

27.3 Procedures for Discipline of Permanent Unit Members

27.3.2 Timing

**27.3.2.1**

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.

**27.3.2.2**

***Upon request of the member the district shall remove from all employee files District and site, all negative disciplinary action, written warning, and/or written reprimand at the end of a twenty-four (24) month period from the date of the negative disciplinary action, written warning, and/or written reprimand and destroy said documents. Unless subsequent negative disciplinary action, written warning, and/or written reprimand of the same***

*nature has occurred during the twenty-four (24) month period, in such cases the negative disciplinary action, written warning, and/or written reprimand shall remain in the employee files for a period of twenty-four (24) months from the date of the most recent negative disciplinary action, written warning, and/or written reprimand and then all of the negative disciplinary action, written warning, and/or written reprimand shall be removed from all employee files District and site and destroyed.*

## 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.

*The District agrees that there will be no contracting out of any services.*

## Article 32 SUMMER SCHOOL

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.~~ **"Employees currently serving in that position at the site shall be given priority for summer school positions."** After those appointments are finalized, unit members will have the opportunity to apply and interview for any remaining vacancies.

Appendix A - A salary proposal will be made after the Association has received the appropriate State and District budgetary documents.