July 1, 2025 - June 30, 2028

COLLECTIVE BARGAINING AGREEMENT

between

REDLANDS UNIFIED SCHOOL DISTRICT

and

REDLANDS EDUCATION SUPPORT PROFESSIONALS ASSOCIATION/CTA/NEA

Board Approved: April 14, 2026

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AGREEMENT ADDENDUM

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 ("RESPA") in accordance with the California Education Employment Relations Act and will be in effect from July 1, 2025, through June 30, 2028.

Mary Anderson
Representative
Board of Education

4/14/2026
Date

Randy Strode
Representative
RESPA

4/14/2026
Date

Approved by the Board of Education:

Michele M. Rendler
Michele Rendler
President
Board of Education

4/14/26
Date

Approved by RESPA:

Liz Huerta-Brewster
Liz Huerta-Brewster
President
RESPA

4/14/2026
Date

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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/CTA/NEA ("Association").

1.2 Duration of Agreement

This Agreement shall be effective from July 1, 2025, to June 30, 2028, unless another effective date is specified for particular provisions thereof.

1.3 Reopeners

This Agreement shall be reopened once during its term for the purpose of renegotiating for the school years 2026-2027 and 2027-2028. During the 2026-2027 and 2027-2028 school years, only Articles Six, Seven, and Appendix A-1, plus three (3) 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 positions listed in Appendix A-2 and excluding all other positions not specifically enumerated.

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 reopeners 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. Up to two hundred (200) hours of release time shall be granted for preparation prior to or following actual negotiation meetings. The Superintendent/designee may grant additional release time upon request of the Association.

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.

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, and months per year.

5.7 Board of Education Agenda
The Association shall be provided with one (1) advance copy 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. All Board of Education meeting agendas will be posted on the District's website. The Association will be given as much advanced notice of Special Board Meetings via email as possible.

5.8 Association Release Time
The Association shall be allowed, without cost to the Association, up to five hundred sixty (560) hours of release time to utilize for conferences and for conducting other business pertinent to the Association's role as the Exclusive Representative, including representing a unit member for disciplinary proceedings and processing of grievances (once exhausted, the District will not charge the Association for representation during disciplinary or grievance proceedings). Such Association designated unit members shall suffer no loss in compensation. It shall be the

responsibility of the Association, except in cases of emergency, to inform the District at least forty-eight (48) hours in advance of a member's absence. The unit member shall notify their supervisor in advance of their absence from the site or assignment.

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. The Superintendent/designee may grant additional release time upon request of the Association.

5.8.1 Association President Release Time
In addition to section 5.8 above, the Association President shall be released full-time from their regular assigned job duties and work year calendar to conduct Association Business. 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 their absence.

Upon expiration of the term(s) of office, the President will, if possible, be returned to their previous position or otherwise be afforded first choice of any available position for which they are 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 will post a copy of the Agreement on the District's website. New employees shall be informed that the Agreement is available on the District's website. Upon request, the District will provide to the Association up to seventy-five (75) 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 their 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's 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 three (3) times per year: On or before the 15th of September, on or before the 15th of January, and on or before the 15th of May. Information regarding new contract members shall be provided within ten (10) days after their effective date of 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.

5.15 Employee Orientations
The District shall hold a minimum six (6) new employee orientations each contract year, and other orientations, as necessary. The District shall consult the Association on the scheduling of the orientation meetings. All new employees shall attend the next orientation held after their date of hire. The District and the Association shall mutually agree upon the dates.

The Association shall be provided sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at the new bargaining unit member orientation meetings. All administrators will be excused during Association time. The Association will have access to District audiovisual equipment for Association presentations. The Association shall have District-paid release time to attend and participate in the annual new bargaining unit member orientation meetings for the President and up to three (3) bargaining unit members selected by the Association.

The Association is entitled to invite Citrus Belt UniServ (CBU) and California Teachers Association (CTA) staff to the Association portion of the new bargaining unit member orientations. The Association shall be allowed to invite CTA endorsed vendors to the orientations.

Additionally, the Association will provide the District with RESPA/CTA/NEA Membership Applications to be distributed to newly hired RESPA/CTA/NEA bargaining unit members in their employment packet.

The following information for each newly hired bargaining unit member shall be provided to the Association President in digital spreadsheet format no later than thirty (30) days after the date of hire:

1. Name
2. *Home Address
3. Phone Numbers – work, *home, and cellular
4. *Personal (non-District) Email Address
5. Work Site

6. Date of Hire
7. Seniority Date
8. Full-Time Equivalent (FTE) status

In addition, two (2) times during the contracted school year (September 1 and January 15, and a third request may be made by the Association), the District shall provide to the Association President the following information in digital spreadsheet format and hard copy for all bargaining unit members:

1. Name
2. *Home Address
3. Phone Numbers – work, *home, and cellular
4. *Personal (non-District) Email Address
5. Work Site
6. Date of Hire
7. Seniority Date
8. Full-Time Equivalent (FTE) status

* Pursuant to Government Code section 6254.3 (c) or as otherwise provided by law, the District is not obligated to provide this information for employees who have submitted an explicit written request prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address, or who have not provided the District with such information.

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 request 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 to a higher range under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure an increase of not less than seventy cents ($0.70) per hour 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.

6.5 Mileage
Any member of the bargaining unit authorized to use their 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 increments will be paid monthly (in addition to range and step placement) to bargaining unit members at the start of the following specified years of employment (see salary schedule A-1 for amounts): 11th (2%), 14th (4%), 19th (6%), 24th (8%), 29th (10%).

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.

6.8 Uniforms and Tools
Employee classifications identified below will be required to wear uniforms and/or appropriate footwear.

6.8.1 Safety Uniform Expense Allowance

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

Safety Officer	$66.00/month*
Campus Monitor II	$36.00/month

* Upon hire or initial appointment, a new Safety Officer shall receive a one (1)-time stipend of three hundred thirty dollars ($330.00) for the purpose of purchasing required uniforms and equipment in lieu of the standard monthly uniform expense allowance. The monthly allowance shall be withheld and applied as repayment towards the stipend until the full amount of three hundred thirty dollars ($330.00) has been recovered by the District. Once the stipend has been fully repaid, the Safety Officer shall begin receiving the regular monthly uniform expense allowance in accordance with District policy.

6.8.2 Tools

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

Mechanics	$66.00/month

6.8.2.1 Personal Property – Tools

An inventory of personal property (tools) used by transportation mechanics shall be filed with the appropriate supervisor prior to use. Reimbursement for loss shall be made only when written approval for the use of the personal property has been given in advance by the immediate supervisor.

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 Maintenance and Operations/Transportation Uniforms

The District will provide uniforms to unit members assigned to the Maintenance and Operations Department who perform their duties at various District sites and the mechanics/bus drivers/instructor(s) of the Transportation Department. Such unit members will receive uniforms and the District will provide a laundry service option.

6.8.5 Footwear

CNS, Maintenance, Custodians, Grounds, and Warehouse employees are required to wear District approved footwear during their work hours that complies with the Cal/OSHA regulations. The District will provide up to two (2) pairs of appropriate footwear for CNS each year. The District will provide a once-a-year voucher for one hundred fifty dollars ($150.00) for Maintenance, Custodians, Grounds, and Warehouse employees to purchase District approved footwear that complies with the Cal/OSHA regulation. The voucher shall be redeemed at a vender approved by the District. Employees who provide their own footwear must have the footwear pre-approved by the Risk Management Department.

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 the unit member's 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 their regular rate of pay and shall receive all benefits to which they are 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 their immediate supervisor, a unit member who does not attend a mandated training session after receiving at least fifteen (15) workdays' prior notice assumes full responsibility as an individual for meeting the training requirements at their own expense.

6.9.5 Annual Required Online Trainings
A unit member will be given access to appropriate technology at the site/department or the District Office to complete mandatory trainings during their contractual hours. If the supervisor determines that access cannot be given during contractual hours, the unit member will be compensated at their regular hourly rate.

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 U.S. Mail.

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 August 31 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 sixty-seven dollar ($67.00) 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. The District shall maintain a list of bilingual personnel for use when designated personnel are unavailable.

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 District shall offer each unit member and the member's dependents health and welfare benefits as provided hereinafter. While on an unpaid leave of absence, except as noted in Article 8.16, a unit member may participate at their 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 (Articles 7.3 – 7.7) in accordance with the provisions of Article 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 be offered the same health and welfare benefits as a full-time member on a pro-rata basis provided the part-time member pays the District in advance on a monthly basis the difference between the District's pro-rata contribution and the full cost of the premium. 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 District shall offer 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 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 Behavioral health services 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 offered by the District for all unit members and their dependents.

7.5 Life Insurance
The District shall offer all unit members with a life insurance policy. (The policy changes to a decreasing term policy when the unit member reaches the age of sixty-five [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 provide a financial benefit to beneficiaries upon death; accidental death and dismemberment insurance (AD&D) shall provide additional financial protection if the insured's death or dismemberment is due to a covered accident, whether it occurs at work or elsewhere. The District shall also offer, if available, optional employee-paid dependent coverage of no less than three thousand dollars ($3,000.00) or as determined by the insurance carrier.

7.6 Vision Plan
The District shall offer all unit members 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

The Insurance Committee (comprised of management, certificated, and classified representatives) 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. At the direction of the Association Representative Council, any determinations of the Insurance Committee may be subject to ratification by the general membership of the Association. The Insurance Committee shall meet and function in accordance with the guidelines that shall be mutually created and agreed upon by the employee unions and the District.

7.9 Medical Examinations and Tests

7.9.1 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.

7.9.2 A fitness-for-duty examination may be required of any unit member at the District's expense any time the employer has good reason to require such an examination.

7.10 Duration of Benefits

7.10.1 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.

7.10.2 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 unit member plus their dependent(s) who receives the District-provided health insurance plan (Article 7.3 and Article 7.16) will also receive said benefit as provided to current active employees after disability retirement. Disability retirees may continue to receive dental and vision benefits (Article 7.4 and Article 7.6) at their own cost in accordance with federal and state regulations in effect at the time. Unit members must have first met 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-quarter [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 (Article 7.3) will terminate when the retired unit member reaches their sixty-fifth (65th) birthday or when they become eligible for full Medicare benefits.

7.11.5 Full-time unit members on disability retirement shall be entitled to such benefits provided the full-time member remits to the District, monthly in advance, the difference between the District's contribution and the full cost of the premium, if applicable.

7.11.6 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 the District's pro-rata contribution and the full cost of the premium.

7.12 Early Retirement

Any full-time unit member plus their dependent(s) who receives the District-provided health insurance plan (Article 7.3 and Article 7.16) will also receive said benefit as provided to current active employees after retirement. Retirees may continue to receive dental and vision benefits (Article 7.4 and Article 7.6) at their own cost in accordance with federal and state regulations in effect 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 (Article 7.3) will terminate the first day of the month in which the retired unit member reaches their sixty-fifth (65th) birthday or when they become eligible for full Medicare benefits, whichever comes first.

7.12.5 Any part-time hourly classified unit member plus their 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 Full-time unit members on early retirement shall be entitled to such benefits provided the full-time member remits to the District, monthly in advance, the difference between the District's contribution and the full cost of the premium, if applicable.

7.12.7 Part-time unit members on early 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 the District's pro-rata contribution and the full cost of the premium.

7.12.8 Spousal Coverage

Contingent upon agreement of the carrier, when a retired unit member reaches their sixty-fifth (65th) birthday or when they become 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 effect at the time. The premium will be paid by the retired unit member to the District.

7.12.9 Surviving Dependents
Contingent upon agreement of the carrier, when a unit member dies while under contract, their spouse and dependents will be eligible to continue to be covered by the District health plan (Article 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 effect at the time. The premium will be paid by the spouse of the deceased unit member to the District. In the event that both spouses are retired employees of the District and the primary insured spouse pre-deceases the dependent spouse, the dependent spouse shall be, until age sixty-five (65), entitled to the health insurance benefits the dependent spouse would have been entitled to under Article 7.12 at the time of their retirement had they not received coverage through the primary insured spouse. This section does not apply to terms and conditions that fall under a Board approved Early Retirement Program.

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 Health and Welfare Benefit Proration
The District/Employee share of the Health and Welfare 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:

Contract Hours	District Contribution	Employee Pays
6 1/4 hours or more	100%	Any additional cost above District contribution
4 to less than 6 1/4 hours	80%	20%, plus any additional cost above the prorated District contribution
Less than 4 hours	60%	40%, plus any additional cost above the prorated District contribution

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 (1) District provided Health and Welfare Plan shall have a choice of the following options:

7.16.4.1 If the plan selected has an employee contribution, the contribution will be borne by the District, up to the District's maximum contribution.

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 thirty (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 thirty (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.

7.16.6 Savings within the Health and Welfare Benefits Plan due to member opt-outs and District married couples (Article 7.16.4) shall be paid to unit members as follows:

7.16.6.1 Savings for the plan shall be determined for the current school year by June 30.

7.16.6.2 These savings shall be divided equally among all unit members, prorated for part-time and/or partial year, who complete the school year or retire during the school year.

7.16.6.3 Rebate shall be made as a one-time payment on the August 31 salary warrant or applied tenthly (10thly) to paychecks of employees who receive District Health and Welfare Benefits. Employees who choose to have the rebate applied to their paychecks must submit the appropriate form to the District no later than August 20 of the applicable year.

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 Article 8.6 of this Agreement. Any requests or changes to affidavits must be made by unit members within sixty (60) calendar days (and no later than the close of the fiscal year) to the supervisor approving the affidavit(s).

8.1.1 Sick Leave Entitlement

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

8.1.1.1 Sick leave is cumulative from year-to-year and shall be unlimited in acquisition.

8.1.1.2 Sick leave is transferable, to the extent permitted by law, from one (1) California school district to another if the unit member requests it within one (1) year of leaving the District. It is the unit member's responsibility to initiate the request.

8.1.2 Prorated Leave

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

8.1.3 Extended Illness Leave

If an employee has utilized all accumulated sick leave 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 provisions for which the employee is eligible have been exhausted. At the discretion of the member, they may request in writing to use their vacation time subsequent to exhaustion of sick leave but prior to use of extended illness leave.

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

8.1.3.2 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 their position, they 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.

8.1.4 Verification of Illness

The District shall require a physician's verification of illness if any employee has utilized sick leave for more than five (5) consecutive days. Verification of illness or injury may also 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 their 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 Summer School Sick Leave

Bargaining unit members who are assigned to work summer school outside their contract year shall earn one (1) day per month (a month consists of eighteen [18] school days) or fraction thereof. Unused sick leave for such employees shall be added to their regular work year calendar accrued sick leave. Up to two (2) days of regular work year calendar accrued sick leave may be used during summer school on a day-for-day basis. Such sick leave shall not be carried over into the summer for the purpose of Personal Necessity.

8.1.6 Return to Work Verification

For absences in excess of five (5) consecutive workdays, the employee shall notify Human Resources by the sixth day of absence and shall submit a statement from their physician, surgeon, or other District authorized health care provider, indicating the date of authorized return to duty and work restrictions, if any. Such statement shall be dated within thirty (30) days of the employee's return to work and shall be submitted to Human Resources prior to returning to work. The District may also require verification of absences for good cause as defined in Article 8.1.4.

For absences of less than five (5) days, 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 the Catastrophic Sick Leave Bank (Sick Leave Bank) 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 Sick Leave Bank. Use of the Sick Leave Bank benefit is allowable only as a supplement to such differential leave (Extended Illness Leave per Article 8.1.3). The District shall pay the unit member full pay and the Sick Leave 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 Bargaining unit members shall be eligible to use the Sick Leave Bank to care for an immediate family member, as defined in Article 8.3, who is living in the immediate household of the unit member and has suffered a catastrophic injury/illness subject to the restrictions and conditions outlined as follows:

8.2.2.1 The unit member to receive donated catastrophic sick leave must have exhausted all available fully paid leave and have an immediate family member in a true catastrophic condition.

8.2.2.2 A unit member who has exhausted all available fully paid leave and is not eligible to use differential leave to care for the immediate family member shall be eligible for withdrawal from the Sick Leave Bank. The District shall pay the unit member full pay and the Bank shall be charged day-for-day.

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

8.2.3 The use of the Sick Leave Bank shall only be available to those eligible bargaining unit members who have made a donation of at least five (5) days prior to their request and have continued participation in the Sick Leave Bank under section 8.2.6. 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.

8.2.4 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 their exclusive use.

8.2.5 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 year's accumulations in the unit member's account does not fall below five (5) days.

8.2.6 An additional day of contribution will be required of all participants if the number of hours in the Sick Leave Bank falls below twelve hundred (1,200). Unit members who are drawing from the Sick Leave Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Sick Leave 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.

8.2.7 Leave from the Sick Leave Bank may not be used for illness or disability which qualifies the unit member for Workers' Compensation benefits unless they have exhausted all Workers' Compensation leave and their own fully paid leave.

8.2.8 When the unit member may reasonably be presumed to be eligible for disability retirement under PERS or, if applicable, Social Security, they 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.

8.2.9 Bargaining unit members may join the Sick Leave Bank during the annual open enrollment period (October 1 to October 31). Unit members who elect not to join the Sick Leave Bank during the annual open enrollment period may join at any time; however, they shall have a waiting period of thirty (30) duty days after joining the Sick Leave Bank before becoming eligible to make a withdrawal from the Sick Leave Bank.

8.2.10 Cancellation of membership in the Sick Leave Bank occurs automatically whenever a unit member fails to make their assessment contribution under section 8.2.6. The unit member shall not be eligible to draw from the Sick Leave Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Sick Leave Bank shall not be returned if the unit member effects cancellation.

8.2.11 A unit member wishing to use the 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.

Sick Leave Bank Committee
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).

8.2.12 The maximum number of duty days allowed to be withdrawn by one (1) unit member for a single catastrophic injury/illness shall not exceed fifty (50) days.

8.2.13 Any days approved that are unused by the unit members shall be returned to the Sick Leave Bank.

8.2.14 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.

8.2.15 During January of each year, the Payroll Office shall provide the Association a statement outlining the number of days available in the Sick Leave Bank as of November 1 of that year and the number of days used in the previous fiscal year.

8.2.16 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.

8.2.17 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 unit member 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 Article 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. The unit member who miscarries (does not include the spouse, significant other, or any other person) shall also qualify for this leave. The unit member will be responsible to provide medical verification of the miscarriage. 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. This leave shall not be deducted from sick leave and must be utilized within one (1) year of the death of the immediate family member except in extenuating circumstances as approved by the Superintendent/designee. Employees shall provide to the District's Payroll Department the date of loss. The District reserves the right, for good cause, to require proof if abuse of bereavement leave is suspected.

8.4 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 their employment bears to full-time employment.

8.5 Personal Necessity Leave

8.5.1 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. A unit member shall enter their absence into the District's absence reporting system indicating which authorized reason for leave (as outlined below) is being utilized. Such absences must be for the following personal and compelling reasons:

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

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

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

8.5.1.4 The birth of a child, making it necessary for the unit member who is the non-birth parent of the child to be absent from their position during their assigned hours of service.

8.5.1.5 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 their assigned hours of service.

8.5.1.6 Official appearance as a personal litigant.

8.5.1.7 Other compelling reasons or emergencies 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 their assigned hours of service.

8.5.2 A unit member shall submit through the substitute management system the reasons for taking personal necessity leave.

8.5.3 For non-emergency leaves under this Article, an employee shall provide at least five (5) workdays' advance notice of their intent to use personal necessity leave via email to their principal/division head or designee.

8.6 General Leave

Every employee covered by this Agreement shall be entitled to use up to two (2) days per year of paid sick leave as general leave for any reason. A unit member shall, except in cases of emergency, give reasonable advance notice of the intent to use general leave. Employees shall enter their absence into the District's substitute management system.

8.7 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.

8.7.1 The following are the provisions for Industrial Accident or Illness Leave:

8.7.1.1 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.

8.7.1.2 Industrial Accident or Illness Leave will commence on the first day of absence.

8.7.1.3 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.

8.7.1.4 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.

8.7.1.5 Periods of leave of absence under Article 8.7, paid or unpaid, shall not be considered to be a break in service of the unit member.

8.7.1.6 No employee shall return to work without prior authorization from the Business Services Office.

8.7.2 During all paid leaves of absence, whether Industrial Accident Leave as provided in this Article, 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.

8.7.3 Industrial Illness and Accident Leave benefits are in addition to sick leave benefits.

8.7.4 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 their physician so indicates, subject to

District verification of medical fitness to perform work by appropriate medical authority at the District's expense.

8.8 Parental Leave

8.8.1 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.

8.8.2 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.

8.8.3 Maternity and Paternity Leave for Child Bonding/Child Care

Pursuant to Education Code section 45196.1, when a unit member takes leave for maternity or paternity under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), they may use up to twelve (12) workweeks of leave. The twelve (12) workweeks shall first be reduced by any period of sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to CFRA (Government Code section 12945.2). If sick leave is exhausted prior to the beginning or completion of the twelve (12) workweeks, the employee shall be entitled to differential leave with salary deducted at no more than fifty percent (50%) of pay earned and run concurrently with the unpaid FMLA and/or CFRA leave entitlement.

8.8.3.1 A unit member shall not be provided more than one (1) twelve (12)-week period per maternity or paternity leave. Such leave shall not be restricted to use in one (1) contiguous term, but may be used in segments of no less than two (2) weeks unless mutually agreed upon. A unit member may request to take CFRA leave of less than two (2) weeks' duration up to two (2) occasions. If a school year terminates before the twelve (12)-week period is exhausted, the unit member may take the balance of the twelve (12)-week period the subsequent school year.

8.8.3.2 For the purposes of this Article, "maternity or paternity leave" shall mean child bonding or child care leave taken within the twelve (12) months following the birth of a child of the unit member or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member, as provided in the CFRA.

8.8.3.3 Leave taken under this Article shall be in addition to leave taken by a unit member due to her disability caused by pregnancy, childbirth, or related medical conditions.

8.8.3.4 Paid leave taken under this Article shall be used concurrently with unpaid child bonding leave under FMLA and/or CFRA, or otherwise authorized by this Agreement.

8.9 Absences for District Job Testing/Interviews

Unit members who apply for vacancies shall be released from duties for the purpose of taking District Job Tests and/or Job Interviews if the tests or interviews occur during regular assigned work hours. Unit members shall be released up to thirty (30) minutes prior to a test or interview and shall return within twenty (20) minutes of the conclusion of such test or interview, if applicable. A minimum of twenty-four (24) hours' notice to the unit member's immediate supervisor is required.

8.10 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.

8.11 Jury Duty/Official Appearance Leave

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

8.11.2 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 workday. 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 their 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.

8.11.3 An employee granted a jury duty leave under these provisions shall be granted full District compensation for their normally scheduled hours. 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.

8.11.4 An employee who is called by the District for an official appearance (court appearance) as a witness or for witness preparation for work-related matters while off-duty shall be compensated at their current hourly rate of pay.

8.12 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.

8.13 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.

8.14 Transfer of Accumulated Sick Leave

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

8.15 Absences of One (1) 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 workday in lieu of utilizing leave benefits under this Article, so long as the make-up hour(s) worked do(es) not trigger overtime pay. All absences of more than one (1) hour will necessitate utilization of the appropriate leave provisions of this Article.

8.16 Study Leave

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

8.16.1 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.

8.16.2 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.

8.16.3 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.

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

8.17 Personal Business Leave

8.17.1 Leave without pay may be granted for reasons of personal business. Employees shall be entitled to no more than three (3) days of absence due to personal business per school year. Personal business leave must have prior approval of the employee's supervisor.

8.17.2 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.

8.18 Family Care and Medical Leave
Family Care and Medical Leave provides a maximum of twelve (12) workweeks of leave in any continuous twelve (12) month period for all qualifying unit members who have completed a full year of employment with the District. 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, or other circumstances beyond the employee's control, 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 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 cases of emergency, leave should be arranged thirty (30) days in advance.

8.18.1 Definitions

8.18.1.1 "Child" as defined by the Family Medical Leave Act and CFRA.

8.18.1.2 "Parent" means a biological, foster, or adoptive parent, a parent-in-law (including parent of a registered domestic partner), a stepparent, a legal guardian, or other person who stood "in loco parentis" to the unit member when the unit member was a child.

8.18.1.3 "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.

8.18.1.4 "Health Care Provider" includes a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices, or who otherwise meets the definition of "health care provider" under FMLA/CFRA regulations.

8.18.2 Leave Qualifiers

8.18.2.1 Personal Illness Due to a Serious Health Condition – Personal illness requires an off-work order from a physician or other licensed health care provider and will run concurrent to paid sick leave and extended illness leave to the extent allowed by law.

8.18.2.2 Family Illness Due to a Serious Health Condition – "Family" is defined as a spouse, parent, or child, registered domestic partner, grandparent, grandchild, or sibling. Family illness requires medical certification. All available paid leaves may be used as part of the twelve (12) weeks of family leave.

8.19 Administrative Leave

Administrative Leave is defined as a temporary release from duties. Employees on Administrative Leave may be directed to remain away from District facilities while the District is conducting an investigation. Such leave shall be without the loss of any compensation or benefits and is not considered disciplinary in nature. Such leave will not be deduced from any of the employee's leave accounts. Any investigation conducted by the District shall be completed as expeditiously as is practicable under the circumstances.

8.20 Notification of Leave

Unit members must enter all absences, regardless of the type of leave utilized, into the substitute management system at least ninety (90) minutes prior to the start of their workday shift, except in extenuating circumstances.

ARTICLE 9
PROFESSIONAL GROWTH AND ADVANCEMENT PROGRAM

9.1 Purpose
The purpose of the Professional Growth and Advancement Program is to retain employees, improve the unit member's standard of service, and promote development of the classified staff.

9.2 Eligibility
Eligibility for participation in the Professional Growth and Advancement Program is limited to all permanent classified employees.

9.3 Coursework Criteria

9.3.1 The subject matter of coursework must be related to any position the District employs. In addition, upon request of the unit member, coursework approved by the Assistant Superintendent, Human Resources, may qualify such unit member for another position in District classified service.

9.3.2 Courses which have not been approved by the Assistant Superintendent, Human Resources, prior to enrollment or up to two (2) weeks after the course start date will not be eligible for the Professional Growth Program.

9.3.3 College-level coursework must be taken at regionally accredited educational agencies.

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 they are 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 sixty (60) 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 community college, university, 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 [1] quarter unit = two-thirds [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 (1/2) point per semester unit (one [1] quarter unit = two-thirds [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 (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 four (4) stages:

Stage 1: Fifteen (15) completed points.

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

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

Stage 4: 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 annual stipend for completion of Stage 1 (fifteen [15] points) shall be nine hundred twenty dollars ($920.00).

9.5.2 The annual stipend for completion of Stage 2 (thirty [30] points) shall be nine hundred twenty dollars ($920.00) in addition to Stage 1 stipend.

9.5.3 The annual stipend for completion of Stage 3 (forty-five [45] points) shall be nine hundred twenty dollars ($920.00) in addition to Stage 2 stipend.

9.5.4 The annual stipend for completion of Stage 4 (sixty [60] points) shall be nine hundred twenty dollars ($920.00) in addition to Stage 3 stipend.

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 Assistant Superintendent, Human Resources.

9.6.2 If a unit member wishes to receive Professional Growth credit, they must submit a written statement to the Assistant Superintendent, Human Resources, requesting Professional Growth credit for the course prior to enrolling in the course or up to two (2) weeks after the course start date. The 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 Assistant 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 June of each year. When a unit member retires, they shall be entitled to their Professional Growth stipend on a prorated basis.

9.6.5 Point credit must be earned by June 30 in order to qualify for a June stipend. Transcript 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 (Appendix E) 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 (1) 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 four thousand dollars ($4,000.00) 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 course load 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 or suspend 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 their position, a statement of the duties of the position, and the unit member's regular work site, regularly assigned start time, lunch time, and end time for their work day, the hours of pay, days per week, and months per year.

In the event the District determines that a unit member's regularly assigned start time, lunch time, and/or end time for their work day requires modification, unless mutually agreed upon such unit member shall be given ten (10) days of notice of the modified time(s).

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 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.

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 or in excess of forty (40) hours in any work week. Overtime shall also be defined as specified in section 45131 of the Education Code.

For the purpose of computing the number of hours worked, time during which the unit member is in paid status shall be considered as time works by the unit member.

10.3.1 Assigning of Overtime: Overtime opportunities shall be rotated among available qualified employees in each department/work site, starting with the most senior unit member, as is most practicable.

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 the unit member's regular rate of pay for the overtime worked. Shift and special assignment differentials regularly received by the unit member shall be included in determining the unit member's regular rate of pay.

10.4.2 In accordance with the Fair Labor Standards Act and applicable state law, compensatory time may be allowed for overtime worked. No employee shall be permitted to work overtime without the prior approval of the unit member's supervisor. The employee and supervisor must agree to the compensatory time prior to the work being performed. Compensatory time, for the purposes of overtime, is to be allocated as set forth in Article 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 the unit member's 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. Upon request, designated elected representatives of the Association shall have access to any compensatory time logs.

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 or the work 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/designee. Unit members are not entitled to additional compensation for multiple calls received during the guaranteed two (2) hour time period.

10.6 Call-Back Time

Any unit member called back to work after completion of their 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 their 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 or a forty (40)-hour workweek. 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 On-Call Duties – Service Center

On-call duties shall be voluntary and employees on call will be required to be available before and after normal working hours and for multiple calls.

10.8.1 The on-call rotation period is a week at a time beginning on Friday afternoon at 2:30 p.m., five (5) days a week and all day on weekends ending the following Friday at 6:00 a.m. Any changes to the established on-call rotation must be communicated to and approved by the supervisor in advance whenever possible. In the case of an emergency where prior approval is not feasible, the supervisor must be notified as soon as possible.

10.8.2 Employees will be allowed to take their service vehicle home during the week that they are on call. Service vehicles shall not be used for any reasons (after hours) other than for on-call duties.

10.8.3 On-call rotation employees shall receive seven (7) hours compensatory time for every rotation period.

10.9 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., or whose assigned work shift starts prior to 3:00 a.m., shall be paid a shift differential premium of five (5) percent above the regular pay for all hours worked.

10.10 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.

10.11 Split Shifts – Non-Transportation Classifications

10.11.1 Whenever possible the use of split shifts shall be avoided.

10.11.2 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 percent (3%) above the unit member's regular rate of pay.

10.11.3 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.

10.12 Lunch and Rest Breaks

10.12.1 Unit members assigned a regular workday of five (5) or more hours shall be entitled to an uninterrupted lunch period without pay. The length of time for such lunch period shall be mutually considered, but ultimately determined by the supervisor and shall be for a period no longer than sixty (60) minutes and not less than thirty (30) minutes. If the total assigned workday is six (6) hours or less, the lunch period may be waived by mutual written consent of both the supervisor and employee. For full time employees, the lunch break shall be scheduled at or about the mid-point of the workday.

10.12.2 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, including overtime hours. Except as set forth in Article 10.12.2.1 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.

10.12.2.1 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.

10.12.2.2 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.

10.13 Hours of Employment

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

10.13.1 Each employee shall be notified of their hours of work. This notification shall include starting time, lunch time, and end time. Deviations from established hours may be approved by the employee's immediate supervisor.

10.13.2 Each employee, unless otherwise notified, shall record their 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.

10.13.3 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.

10.14 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 outlined in Article 8.20. 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.

10.14.1 Unit members must be at their work station(s) 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 AND RIGHTS

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 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.

12.3.1 Inspection of Files

12.3.1.1 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.

12.3.1.2 A unit member who wishes to inspect their personnel file may do so at a time when they are 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 Assistant Superintendent, Human Resources/designee and setting a mutually agreeable time for the inspection.

12.3.1.3 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, their 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.

12.3.1.4 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.

12.3.1.5 Upon written authorization by the unit member, an Association representative shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

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 six (6) 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 Evaluation Cycle

District management shall evaluate all bargaining unit members no less than once every other work year. The evaluation shall be given and explained by the evaluator in person, whenever practicable. Each rating must be supported by written comment.

13.2.1 Probationary Unit Members

Probationary unit members will be evaluated within ninety (90) calendar days (based on the employees work year calendar) and again prior to their six (6) month anniversary.

13.2.1.1 All probationary unit members will be evaluated at least two (2) times before the end of the probationary trial period.

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.

13.2.2.1 Pre-Evaluation Observation

Permanent unit members shall be provided a pre-evaluation observation for the purpose of feedback, upon request of unit member. Feedback shall include areas of satisfactory job performance and areas in need of improvement.

13.2.2.2 A permanent unit member who receives a promotion to a new position will be evaluated at least once prior to six (6) working months after starting the new assignment as a probationary unit member in that assignment. Performance deficiencies shall be addressed with the unit member as they arise. This shall not be interpreted to affect the unit member's permanent status in the District.

13.2.3 Evaluation Document
An electronic copy of the completed evaluation, signed by the evaluatee and evaluator, shall be placed in the unit member's personnel file at the District Office. Evaluatees must electronically sign and submit their evaluation within three (3) days after receiving the document. 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 evaluate may attached written comments that will be placed in the employee's personnel file.

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 B.

13.3 The Review Process for Permanent Unit Members

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.

13.3.3.1 When practicable, the reviewer shall be an administrator who has experience in the job classification of the unit member.

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 Assistance Plan
In order to support permanent unit members in satisfactorily meeting performance factors, an Assistance Plan may be developed by the employee's immediate supervisor or principal/designee for the purpose of assisting with positive action to correct any cited deficiencies on a performance evaluation rated "Partially Meets Standards" or "Unsatisfactory." The Assistance Plan shall include specific recommendations for improvement.

13.6 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 placed in the personnel file.

13.7 Association Role

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

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

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 the work site.

14.1.3 Voluntary Transfer or Reassignment – An employee-initiated request for 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 the unit member's previous work performance evaluation.

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 (excludes probationary employees).

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, 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, suitability, and seniority 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 Article 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 by 10:00 a.m. via District email 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 have met the minimum qualifications as stated in the job description.

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.

14.4.5 Promotion

14.4.5.1 A unit member who is promoted shall serve a trial period of six (6) months and shall be evaluated pursuant to Article 13.2.2.2. Upon successful completion of the trial period, the unit member shall be permanent in the promotional position.

14.4.5.2 The vacancy created by the promotion shall be filled pursuant to Article 14.2 during the trial period of the promotional employee. In the event the promotional unit member does not successfully complete the trial period, the promotional unit member shall be returned to the original classification. If the vacancy was filled by a promotion of an existing unit member, then that unit member shall be returned to their original classification. If the vacancy was filled by a new probationary unit member, then the new probationary unit member shall be released from employment.

14.5 Notification

Within twelve (12) 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.

14.5.1 The unit member who is not selected may request a meeting with Human Resources to review the results of the interview and enable improvement for professional development.

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 a notice of no less than five (5) days, unless mutually agreed upon otherwise. 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 their current job classification. If a vacancy exists, the department/site supervisor reserves the right to conduct a department/site interview prior to consideration of the transfer or reassignment request.

14.8 Child Nutrition Services Vacancies
For Child Nutrition Services Assistant 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 who are interested in participating in the bidding process will submit their names through the CNS Letter of Intent process. In the event that two (2) or more unit members have the identical date of hire, the tiebreaker shall be by lot.

ARTICLE 15
ANNUAL CALENDAR

The Association and the District shall mutually agree on the annual calendar for classified unit members which shall be available on the District website. 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 16
CLASSIFICATION AND RECLASSIFICATION

16.1 Placement in Class

Every bargaining unit position shall be placed in a class. No class or position of unit members shall be modified without prior notification and consultation with the Association. The District shall notify the Association no less than fifteen (15) workdays prior to any modification of class or position.

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, the unit member shall be paid at the range of the position in which the unit member 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 the unit member's 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, the unit member's 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 one hundred twenty dollars ($120.00) per month. This amount shall be prorated for employees working less than eight (8) hours per day.

16.3.4 Substitution Rights

All unit members may be approved to substitute (in addition to their regular assignment) in those classifications for which they are qualified, so long as it does not result in overtime. 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 twenty-five percent (25%) per hour more than the substitute rates specified in each of the respective positions.

16.4 Reclassification Committee

A Reclassification 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 by individual unit members and to inform the Superintendent/designee if it is determined by the committee that the request has merit. The determination should be made within forty-five (45) working days, when practicable, and all parties shall be notified.

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 their classification reviewed. Employees should review their current job descriptions prior to submitting a reclassification request.

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 D.)

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 their 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 their 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 Article 10.1.

16.8 External Salary Study
Upon request by the Association, the District will initiate an external salary study within thirty (30) calendar days of the request. The District shall notify the Association of the vendor conducting the study and will provide a projection of completion. Salary information for classified unit members will be provided to the Association prior to negotiations on salary. Requests by the Association shall occur no more than once every five (5) years.

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 to match the unit member's workday.

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

17.3.7 Twelve Month Unit Members
Beginning July 1 of a given fiscal year, the maximum vacation accrual for twelve (12) month unit members for use and/or payment upon termination shall be twice the annual entitlement.

17.3.7.1 Any use of accumulated vacation shall be in accordance with Article 17.10.

17.3.7.2 Any vacation accrued in excess of the two years shall be used by the member during the member's work year, in accordance with Article 17.10.

17.3.8 Eleven Month Unit Members
Beginning July 1 of a given fiscal year, the maximum vacation accrual for eleven (11) month unit members for use and/or payment upon termination shall be the annual entitlement.

17.3.8.1 Any use of accumulated vacation shall be in accordance with Article 17.10.

17.3.8.2 Any vacation accrued in excess of the annual entitlement shall be used by the member during the member's work year, in accordance with Article 17.10.

17.4 Amount of Vacation Pay
Pay for vacation days shall be the same as that which the unit member would have received had they been in a working status.

17.5 Vacation Pay Upon Termination
When a unit member terminates for any reason, they 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. To the extent possible, employees shall use unused or accrued vacation prior to their last day of employment with the District.

17.6 Vacation Postponement

17.6.1 If a unit member's vacation becomes due during a period when they are on leave due to illness or injury, they may request that their 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 Holidays
When an Article 18 holiday falls during the scheduled vacation, the unit member shall be granted a compensating day of vacation.

17.8 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.

17.9 Payment of Accrued Vacation

Vacation earned beginning July 1 pursuant to Article 17.3 shall be taken by the following June 30. Any unusable earned vacation in excess of the maximum accrual pursuant to Article 17.3 shall be paid to unit members by August 15 of each year.

17.9.1 Unusable earned vacation is defined as calendared vacation days which the District is unable to accommodate due to the unit members job assignment.

17.10 Calendaring of Vacations

17.10.1 Classified bargaining unit member supervisors shall provide vacation calendars each year to members no later than the first working day in April. Classified bargaining unit members shall submit a completed calendar to their supervisor by the first working day in May. The supervisor will return all approved calendars no later than the first working day in June. Unless there are extenuating circumstances, any requested changes to the finalized calendar must be submitted by the member a week in advance of the request. All initial and resubmitted calendars shall be subject to approval by the supervisor. If any calendars or date(s) are not approved, the supervisor will discuss the reason with the member prior to returning the calendar. Resubmitted calendars cannot bump previously approved calendars of other bargaining unit members.

17.10.2 The vacation calendar shall include a section to note the number of days that the unit member is planning on accruing in accordance with Article 17.3.

17.10.3 District seniority shall be considered when multiple requests for the same vacation day(s) are submitted at a site or department.

17.10.4 All unit members will maximize their efforts to take vacation days by utilizing all available non-student days 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 up to fourteen (14) paid holidays per school year depending on the unit member's scheduled work calendars.

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 District Office is open.

19.2 Rights to Representation

19.2.1 A grievant may be represented at all stages of the grievance procedure by themselves, their 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 or Association 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 or Association 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 Assistant Superintendent of Human Resources/designee a copy of the original Report of Grievance and a copy of the Level One reply with the notion that the grievant is appealing to Level Two. Unless mutually agreed otherwise within ten (10) days after receipt of the grievance, the grievance and the Assistant 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 Assistant 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, 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.

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.

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 their opinion, shall not amend, modify, nullify, ignore, nor add to the provisions of this Agreement. The arbitrator's authority shall be limited to deciding only the issue or issues presented to them in writing by the District and the grievant or their representative, and the arbitrator's decision must be based upon their 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 C). 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 Layoff/Reduction in Force
Notice and hearing requirements for the layoff of classified bargaining unit members, with the exception of those specified in Article 21.2, shall be in compliance with Education Code section 45117 paragraphs (a) through (f). Layoff notice and procedures covered by Education Code section 45117 paragraphs (a) through (f) shall not be subject to Article 19 – Grievance Procedure.

21.2 Layoff /Reduction in Force as a Result of Expiration of a Specially Funded Program
Layoff of classified bargaining unit members as a result of the expiration of a specially funded program shall be in compliance with Education Code section 45117 paragraph (g). Such layoff notice shall be given not less than sixty (60) days prior to the effective date of the layoff.

21.3 Procedure

21.3.1 Seniority
Order of layoff shall be determined by seniority, with the least senior classified bargaining unit member 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 bargaining 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.

21.3.2 Potential Displacement/Bumping Rights
A classified bargaining unit member that receives a layoff notice from their present class may have the right to 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. The unit member may continue to bump into lower classes in which they have previously worked to avoid layoff. Should the unit member elect to bump into a lower class, their actual assignment, including work site, shall be determined by the District.

21.3.2.1 A classified bargaining unit member that receives a layoff notice from their 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:

21.3.2.1.1 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.

21.3.2.1.2 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.

21.3.2.2 The unit member may continue to bump into lower classes in which they have previously worked to avoid layoff. Should the unit member elect to bump into a lower class, their actual assignment, including work site, shall be determined by the District.

21.3.3 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.

21.4 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.

21.5 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.

21.6 Reemployment Procedures

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

21.6.2 Unit Member Notification to the District
A unit member shall notify the District of their intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice.

21.6.3 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.

21.6.4 Declination of Offer
The laid-off unit member may decline three (3) such offers of employment before relinquishing their position on the list.

21.6.4.1 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.

21.7 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
410 Alabama Street, Suite 102
Redlands, California 92373

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 (Extra Assignments) – 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. The District will consult with the Association in such situations.

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 Director.

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.

23.2.7 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 (10)-month work year. A driver's work year shall correspond to the length of the student year for their regularly assigned runs effective August to June. All drivers' regular work year assignments shall conclude no later than June 30 of each year.

23.2.9 Overflow – A student within one school's boundary who is assigned to another school as a result of overflow and is eligible for and receives transportation.

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 five (5) 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 five (5) 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 twenty (20) 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 temporarily increased for the remainder of the current school year and 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 Article 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 Rebidding
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 a 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.

23.7.1 For the purpose of bus driver route bidding or re-bidding as set forth in this Article, seniority for employees who are re-employed within thirty-nine (39) months of a rehire or layoff shall be calculated from the date of reemployment, not the employee's original date of hire.

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. If the District deems a position as vacant and available, it shall be posted for rebidding within twenty-five (25) workdays. Each notice of vacancy for rebidding shall be posted in clear view of all unit members for a minimum of five (5) workdays. 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 method to determine the final selection shall be by lot.

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. The District shall consult with the Association in such situations.

23.8.3 Notice
Each notice of a vacancy that is not filled through the bidding process shall be in accordance with Article 14.4.1.

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

23.8.5 Selection
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 Director shall maintain two (2) separate ongoing rosters of drivers volunteering to drive on weekday field trips and weekend field trips, and will maintain and post a summation of the offered and 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 Director 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 Director 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 Director 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 Roster of Overbase/Extra Assignment Drivers
The Transportation Director shall maintain an ongoing roster of drivers volunteering to drive overbase/extra assignments not deemed to be overtime. Overbase/extra assignments shall be offered as equally as is practical among all qualified volunteering drivers.

23.12 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.

23.13 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.

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.

25.1.1 Safety Condition/Concern Committee

The District shall establish a Safety Condition/Concern Committee, comprised of three (3) bargaining unit members appointed by the Association, and three (3) members appointed by the District. The purpose of the committee shall be to review safety conditions and concerns not resolved at the site level. This committee shall meet when required to review any Safety Condition/Concern Forms not resolved at the site level. The committee shall maintain a log of Safety Condition/Concern Forms they review and accompanying recommendations which shall be available for any unit member to review upon request.

25.1.2 The District shall comply with all applicable health, safety, and sanitation requirements imposed by local, state, or federal law, including Cal/OSHA.

25.1.3 If dissatisfied with the Safety Condition/Concerns Committee's action, the unit member shall take 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 report safety conditions or concerns 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 ensure compliance with applicable safety standards.

25.3 District Responsibility

The District shall provide the necessary 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 (Appendix F), the immediate supervisor shall respond within five (5) workdays acknowledging receipt of the form through district email to the reporting unit member. Within ten (10) workdays of receipt of the completed form, the immediate supervisor will respond to the unit member with the plan of action to resolve the condition/concern in writing. Imminent hazards or those which have caused injury shall be addressed immediately. 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 or Tobacco Products

The Redlands Unified School District provides its employees a smoke-free and tobacco-free workplace. Smoking, vaping, and/or the use of tobacco or other forbidden/unlawful products are 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 employees.

25.6 District Facility Closure

In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order, upon request of the Association, the District shall meet and negotiate any identifiable impacts or effects.

25.7 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.

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

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

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

25.8 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.

25.8.1 A unit member who is the victim of an assault, battery, attack or threat, verbal or physical, and who so requests, may be immediately granted the remainder of the day of the assault, attack or threat released from duty. This release time shall not be charged against any of the unit member's accrued or accumulated leaves specified in Article 8. For absences that exceed the day of the assault, attack or threat, the unit member may apply for leave pursuant to Article 8.7.

25.9 Facility Search

No unit member shall be required to search for incendiary devices unless they are first informed of their right to refuse.

25.10 Identification (ID) Badges

Employees shall visibly wear their District provided ID Badge at all times during their workday. The District will provide clear plastic sleeves and break-away lanyards to all unit members, upon request. Employees shall immediately report to the Human Resources Department stolen, lost, or damaged ID Badges.

25.11 Keys

Employees will safeguard district assigned work keys at all times during their workday. Lost, stolen, or damaged keys will be immediately reported by the employee to their direct supervisor.

25.12 District Provided Radios

Employees who are required to carry district assigned radios will carry them at all times during their workday. Lost, stolen, or damaged radios will be immediately reported by the employee to their direct supervisor.

25.13 Employee Dress Standards

Classified employees are required to wear suitable clothing reflecting their standing as professional support staff. Clothing and/or accessories shall not constitute a safety hazard and must be neat, clean, and in a good state of repair. Dress should reflect the position of the classified employee and be appropriate to their assignment.

25.14 Workplace Violence Prevention Plan

The District will prepare and make available a workplace violence prevention plan as required by California State Bill 553, California Labor Code, and Cal/OSHA, and any other applicable federal and state laws. Such plans currently contain the following information (such obligations may change as the law changes):

25.14.1 The District will maintain a record of information in a violence incident log for every workplace violence incident. Workplace violence shall be any violence that is physical, sexual, and/or verbal/emotional that involves colleagues, students, parents, or community members.

25.14.2 The District will provide annual effective training to unit members and administrators on the workplace violence prevention plan.

25.14.3 The District will provide additional training when a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan.

25.14.4 The District will make incident logs, violence prevention plans, and all training materials available to unit members and their representatives upon request.

25.14.5 If an incident is reported electronically by a unit member, the unit member shall receive a copy of the report submitted upon request.

25.14.6 Unit members shall be free from intimidation and/or retaliation for filing workplace violence reports.

25.14.7 Administration is responsible for responding to workplace violence reports that are of an urgent manner that may result in an injury to a unit member.

25.14.8 Unit members have the right to make any necessary law enforcement, safety, workers' compensation, or other reports as the unit member deems necessary for their safety.

ARTICLE 26
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

26.1 Professional Dues and Payroll Deductions

26.1.1 Authorization

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Association an assignment authorizing deductions of unified membership dues, initiation fees, and general assessments of the Association. The Association will provide the District a list of employees who have signed such authorization. Based upon the information provided by the Association, 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.

26.2 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.

26.3 RESPA Assistance

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

26.4 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 or reduction in class, suspension with or without pay.

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 their 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

Upon initiation of this Article, the immediate supervisor shall notify the unit member of their right to representation before proceeding with any action in regard to this Article.

27.3.3 Progressive Discipline

Progressive discipline shall follow the steps set forth below except where the severity of the offense or conduct justifies skipping steps. Except for prior similar conduct within a previous twenty-four (24) month period where the conduct giving rise to a cause for discipline could have been remediated through progressive discipline, such discipline shall consist of some or all of the following, depending upon, as noted above, the seriousness of the conduct or offense at issue:

27.3.3.1 An oral warning shall be administered.

27.3.3.2 Conference summary document(s) that outline consequences of inappropriate or improper conduct.

27.3.3.3 Written warning(s).

27.3.3.4 Written reprimand(s).

27.3.3.5 Suspension with or without pay.

27.3.4 Suspension Without Pay

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

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

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

27.3.4.3 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 the unit member's 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.

27.6.4 If the supervisor issues a disciplinary document following a meeting, the unit member reserves the right to respond in a rebuttal.

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 interest of the District. The District shall notify the Association in writing 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 the subcontracting for services.

ARTICLE 29
COMPLETION OF MEET AND NEGOTIATE DURING TERM

29.1 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.

29.2 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.

29.3 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 30
PUBLIC COMPLAINTS

30.1 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.

30.2 Every effort should be made to resolve complaints concerning school district employees at the earliest possible stage in accordance with the following procedures:

30.2.1 Complaints concerning District personnel should, whenever possible, be made by the complainant directly to the employee against whom the complaint is lodged.

30.2.2 Complaints not resolved at the informal level, above, shall be directed by the complainant to the employee's administrative supervisor.

30.2.2.1 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.

30.2.2.2 Should the administrator or involved employee deem it appropriate, a meeting shall be 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 complaint involved and the nature of the complaint shall be given to the employee(s) prior to the meeting.

30.2.2.3 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.

30.2.2.4 The administrative supervisor shall appropriately review and analyze the written complaint and submit resolution strategies to the complainant and involved employee.

30.2.3 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, unless appealed to the Board of Education.

30.2.4 The Board of Education is not required to consider the appeal. In the event the Board of Education chooses to consider the appeal, no hearing will be held 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:

30.2.4.1 The name of each employee involved.

30.2.4.2 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.

30.2.4.3 A true copy of the signed original of the complaint itself.

30.2.4.4 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.

30.2.4.5 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.

30.2.5 At the Board's discretion, 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.

30.2.6 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.

30.3 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.

30.4 Any involved employee shall be afforded the full right to representation at all stages of this procedure.

30.5 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 31
SUMMER SCHOOL/EXTENDED SCHOOL YEAR (ESY)

31.1 Summer School

31.1.1 Permanent bargaining unit members shall be given preference for classified summer school positions.

31.1.2 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.

31.1.3 The District will determine the location and number of positions to be offered. These will be posted as temporary assignments no later than May 1.

31.1.4 Bargaining unit members must meet the minimum qualifications of the position for which they apply.

31.1.5 Employees currently serving at the site in the identical position of a summer school vacancy shall be given priority for summer school positions. Employees serving in the identical position of a summer school vacancy who currently serve at another site shall be given second priority. Other employees currently serving at the site who are qualified as defined in Article 14.1.7 for a summer school vacancy shall receive third priority. After those appointments are finalized, unit members will have the opportunity to apply and interview for any remaining vacancies. All appointments shall be made based upon seniority only if all of the criteria set forth in Article 14.2.5 are equal.

31.1.6 Notification of assignment to summer school positions shall be in writing. Those applicants not selected shall also be notified in writing.

31.1.7 Bargaining unit members shall be compensated in accordance with contract provisions for the hourly rate of the summer school position assigned.

31.1.8 Bargaining unit members who accept summer school assignments are expected to complete the entire assignment. If a unit member is absent in excess of three (3) days during a summer school or ESY assignment and does not provide an off work order from an authorized health care provider or any other verifiable form of documentation related to use of leave as authorized in Article 8, shall be considered after all other qualified applicants for summer school and/or ESY assignments for the following year.

31.2 Extended School Year (ESY) – Special Education

31.2.1 Permanent bargaining unit members shall be given preference for extended year positions except as provided in Article 31.2.1.1.

31.2.1.1 In order to maintain continuity of program for special education students requiring 1:1 support, preference for a 1:1 assignment for ESY will be given to the 1:1 Instructional Paraprofessional already assigned to a specific student during the regular school year.

31.2.1.2 Employees currently serving in a specified program with a similar disability and/or age level span, shall be given consideration for summer school and/or ESY positions for a given disability and/or age level. Among equal candidates, appointments shall be made based on seniority.

After those appointments are finalized, unit members will have the opportunity to apply and interview for any remaining vacancies.

31.2.1.3 ESY 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.

31.2.1.4 The District will determine the location and number of positions to be offered in ESY. These will be posted as short-term assignments.

31.2.1.5 Notification of assignment to ESY positions shall be in writing. Those applicants not selected shall also be notified in writing.

31.2.1.6 Bargaining unit members shall be compensated in accordance with contract provisions for the hourly rate of the ESY position assigned.

31.2.1.7 Bargaining unit members who accept ESY assignments are expected to complete the entire assignment. If a unit member is absent in excess of three (3) days during a summer school or ESY assignment and does not provide an off work order from an authorized health care provider or any other verifiable form of documentation related to use of leave as authorized in Article 8, shall be considered after all other qualified applicants for summer school and/or ESY assignments for the following year.

ARTICLE 32
STATEMENT OF CLASSIFIED PROFESSIONALS

It is a continuous goal and expectation of the District to educate students and maintain a safe, healthful, and orderly campuses and worksites which promote learning and a professional working environment. Additionally, it is recognized that classified employees are an essential part of the educational community and serve in various roles to support student safety and academic success.

Classified employees are encouraged to voice ideas, proposals, and concerns to their immediate supervisors regarding their daily tasks, training opportunities and topics, and workplace decisions that affect their assigned duties. Classified employees may also file complaints in accordance with Board Policies, Administrative Regulations, and/or applicable laws without fear of retaliation.

REDLANDS UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
FY 2024-25

BOARD APPROVAL DATE: January 14, 2025 **2.50%**
EFFECTIVE DATE: July 1, 2024

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
12	19.18	20.20	21.15	22.18	23.31	24.51
13	19.65	20.64	21.64	22.76	23.85	25.08
14	20.08	21.12	22.16	23.30	24.49	25.68
15	20.65	21.66	22.78	23.89	25.08	26.39
16	21.15	22.18	23.31	24.51	25.73	27.02
17	21.66	22.78	23.89	25.08	26.39	27.64
18	22.20	23.32	24.53	25.75	27.03	28.32
19	22.81	23.91	25.09	26.42	27.70	29.12
20	23.32	24.53	25.75	27.03	28.32	29.78
21	23.91	25.09	26.42	27.70	29.12	30.61
22	24.55	25.76	27.07	28.42	29.81	31.29
23	25.13	26.42	27.70	29.13	30.62	32.09
24	25.76	27.07	28.42	29.81	31.29	32.91
25	26.43	27.75	29.13	30.62	32.10	33.71
26	27.10	28.45	29.85	31.34	32.93	34.59
27	27.77	29.17	30.65	32.13	33.73	35.49
28	28.45	29.85	31.35	32.95	34.59	36.32
29	29.17	30.65	32.13	33.73	35.49	37.23
30	29.85	31.35	32.95	34.59	36.32	38.11
31	30.66	32.16	33.76	35.50	37.23	39.12
32	31.41	32.96	34.63	36.34	38.14	40.05
33	32.16	33.76	35.50	37.23	39.12	41.06
34	32.98	34.66	36.38	38.18	40.12	42.13
35	33.80	35.50	37.27	39.14	41.06	43.14
36	34.66	36.39	38.18	40.14	42.20	44.22
37	35.50	37.27	39.14	41.06	43.14	45.33
38	36.39	38.18	40.14	42.20	44.22	46.45
39	37.28	39.16	41.11	43.16	45.35	47.58
40	38.20	40.15	42.20	44.25	46.46	48.79
41	39.24	41.17	43.22	45.41	47.66	50.03
42	40.17	42.23	44.27	46.47	48.81	51.26
43	41.17	43.22	45.41	47.66	50.03	52.52
44	42.24	44.30	46.49	48.84	51.27	53.87
45	43.24	45.42	47.71	50.09	52.55	55.22
46	44.30	46.54	48.85	51.28	53.88	56.59
47	45.47	47.77	50.10	52.56	55.25	58.03
48	46.57	48.89	51.35	53.93	56.64	59.41
49	47.78	50.12	52.64	55.26	58.04	60.94
50	48.91	51.39	53.94	56.65	59.44	62.45

Ranges 1-7 were eliminated, effective July 1, 2019, Ranges 8-11 were eliminated, effective July 1, 2022

Longevity is Calculated as follows:

A-1: Beginning of the 11th yr. of employment - 2.00%
A-2: Beginning of the 14th yr. of employment - 4.00%
A-3: Beginning of the 19th yr. of employment - 6.00%
A-4: Beginning of the 24th yr. of employment - 8.00%
A-5: Beginning of the 29th yr. of employment - 10.00%

Appendix A-2
REDLANDS UNIFIED SCHOOL DISTRICT
CLASSIFIED BARGAINING UNIT POSITIONS
Effective January 14, 2026

Position	Range
CLERICAL SERIES	
Special Services Office Specialist	32
Adult Education Accountability Technician	28
Categorical Programs Technician	28
Compliance Support Secretary	28
Curriculum & Assessment Technician	28
Data Control & Compliance Technician	28
Facilities Technician	28
Human Resources Technician	28
Maintenance & Operations Technician	28
Secretary III	27
Data Control Clerk III – Instructional Technology & Accountability	26
Clerical Specialist	25
Human Resources Specialist	25
School Office Manager	25
Secretary II	25
Data Control Clerk II	24
Data Control Clerk II – District	24
Professional Development Center Specialist	23
Secretary I	23
Data Control Clerk I	22
Enrollment Center Clerk II	22
Typist Clerk III	22
Counseling Center Clerk	21
Healthy Start Program Clerk	21
Office Assistant – Language Support Programs	21
Office Assistant	21
School Clerk	21
Enrollment Center Clerk	20
Typist Clerk II	20
Typist Clerk II – District Office Switchboard	20
Typist Clerk I	19
FISCAL SERIES	
Fiscal Analyst	39
Lead Payroll/Position Control Technician	30
Accounting Technician	28
Attendance Technician	28
Benefits/Risk Management Technician	28
Data Management & Report Compliance Analyst	28
Payroll Technician	28
Position Control Technician	28
Account Clerk III	25
Child Nutrition Services Account Clerk III	25
Account Clerk II – ASB	24
Account Clerk II	23
Account Clerk I	20
Attendance Clerk	22

Position	Range
Purchasing Assistant	32
Buyer III	25
Buyer II	23
Buyer I	20
CHILD NUTRITION SERIES	
Nutrition Specialist	39
Child Nutrition Services Field Specialist	32
Child Nutrition Services Instructor	26
Child Nutrition Services Inventory & Purchasing Clerk	25
Child Nutrition Services Office Manager	25
Child Nutrition Services Catering Lead	23
Child Nutrition Services Central Kitchen Lead	23
Child Nutrition Services Warehouse Driver Lead	26
Child Nutrition Services Warehouse Driver I	22
Child Nutrition Services Lead III	21
Child Nutrition Services Lead II	20
Child Nutrition Services Lead I	16
Child Nutrition Services Assistant II	14
Child Nutrition Services Assistant I	12
STUDENT SERVICES SERIES	
Special Education Behavior Assistant	39
Safety Officer III (LEAD)	32
Licensed Vocational Nurse	30
Certified Occupational Therapy Assistant (COTA)	30
Speech & Language Pathology Assistant (SLPA)	30
Safety Officer II	26
Safety Officer I	23
Translator	22
Attendance Program Assistant	21
Campus Supervisor	21
Family & Community Engagement (FACE) Liaison	21
Health Care Technician II	23
Health Care Technician I	21
Safety Officer Trainee	21
Student Services Assistant	20
Community Liaison Assistant	15
Service Worker	16
Campus Monitor II	15
Guided Play Monitor	13
Campus Monitor I	12
PARAPROFESSIONAL SERIES	
State Preschool Instructor	33
Nursing Lab Paraprofessional	20
Independent Study Paraprofessional	20
Instructional Technology Support Paraprofessional	19
Instructional Technology Paraprofessional	18
Instructional Paraprofessional III – General	17
Instructional Paraprofessional III – Special Education	17
Instructional Paraprofessional II – General	15
Instructional Paraprofessional II – Language Assessment Center	15

Position	Range
Instructional Paraprofessional II – Language Support Programs	15
Instructional Paraprofessional II – Special Education	15
Instructional Paraprofessional II – Special Education, Sign Language	15
Instructional Paraprofessional II – Upbuilding	16
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	
Senior Air Conditioning/Heating Technician	35
Air Conditioning/Heating Technician	33
Senior Electrician	35
Electrician	33
Senior Carpenter	32
Carpenter	31
Locksmith II	33
Locksmith I	31
Office Machine Technician	32
Senior Plumber	35
Plumber	31
Senior Painter	32
Painter	30
Senior Maintenance Worker	35
Maintenance Worker II – Specialized	27
Maintenance & Swimming Pool 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
Senior Grounds Maintenance Worker	32
Lead Grounds Maintenance Worker	28
Grounds Maintenance Worker III	25
Grounds Maintenance Worker II	22
Grounds Maintenance Worker I	19
Senior Warehouse Worker	32
Warehouse Worker II	25
Warehouse Worker I	23
Delivery Driver	22
TECHNICAL SERIES	
Communication Specialist	45
Community Outreach, Communication & Social Media Specialist	45
Computer Specialist	45

Position	Range
Network Specialist	45
Systems Specialist	45
Technology Application Specialist	45
Multimedia Communications Specialist	38
Computer Technician II	38
Computer Technician	34
Reprographics Service Technician	33
Help Desk Technician	30
Theatre Operations Technician	27
Reprographic Technician II	25
Reprographic Technician I	20
TRANSPORTATION SERIES	
Mechanic IV	37
Mechanic III	35
Mechanic II	32
Mechanic I	24
Bus Driver Instructor	26
Dispatcher/Scheduler	26
School Bus Driver	23
Specialty Driver	22

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01/26

Appendix B-1

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. Each rating must be supported by written comment. 4 = Exceeds Standards, 3 = Meets Standards, 2 = Partially Meets Standards, 1 = Unsatisfactory

PERFORMANCE FACTOR	RATING SCORE				EVALUATOR'S COMMENTS
	1	2	3	4	
1. **Job Skills and Knowledge:** Demonstrates proficiency of the essential functions as outlined in the job description; utilizes appropriate tools in carrying out assigned duties and responsibilities; incorporates feedback and training regularly to enhance job performance.					
2. **Quality/Quantity of Work:** Performs duties as assigned consistently, efficiently, and in a timely manner; seeks methods to improve productivity and pays attention to detail; shows initiative and employs necessary and job-appropriate tools to carry out assigned tasks.					
3. **Attendance and Punctuality:** Arrives and leaves designated work location, as defined by supervisor, at the assigned times; uses available and permissible leave in a contractually appropriate manner.					
4. **Professional Communication and Relationships:** Effectively communicates and builds professional rapport with colleagues, supervisors, District staff, parents, guardians, and community members; receptive to feedback from others.					
5. **Professional Work Habits:** Maintains professional standards of dress and hygiene; presents an image consistent with their job responsibilities and assignment; dresses in a manner that is conducive to the health and/or safety of themselves and/or others.					
6. **Initiative:** Demonstrates creativity, follow-through, and the ability to identify problems and develop solutions in a timely and efficient manner.					
General Comments:					

_____ The overall performance evaluation of this employee meets or exceeds the standards.

_____ The overall performance evaluation of this employee does not meet the standards and is not a satisfactory level.

_____ Check here if Assistance Plan will be attached, as required.

_____ _____

Signature of Evaluatee **Date**

_____ _____

Signature of Evaluator **Date**

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 comments. A copy of this document will be placed in the employee's personnel file.

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

Appendix B-2

REDLANDS UNIFIED SCHOOL DISTRICT

CLASSIFIED ASSISTANCE PLAN FORMAT

Name: Site: Date:

Position:

Purpose Statement

The purpose of this Assistance Plan is to facilitate your growth as a classified employee in (state the purpose of the Assistance Plan).

Areas of Needed Improvement

(List the areas of improvement related to performance factors on the evaluation form.)

Specific Performance Expectations

(List expected performance expectations to be met related to performance factors on the evaluation form.)

Assistance Received to Date

(List specific trainings or assistance that have provided to the employee.)

Additional Assistance and Support to be Provided

(List assistance and support that will be provided to the employee to help achieve their performance expectations.)

Method of Re-evaluation and Timeline

This Assistance Plan outlines the expectations and support that is made available to successfully meet the performance expectations by (List the date.)

Follow-Up Conferences

(List the dates of the follow-up conferences. *A minimum of two conferences required*.)

Date _____ Date _____ Date _____

Supervisor's Signature Date Employee's Signature Date

_____ _____ _____ _____

My signature acknowledges that I have seen and discussed this Assistance Plan. A copy of this Assistance Plan will be attached to your evaluation and will be placed in your personnel file after ten (10) days. You have the right to respond pursuant to EC 44031. A copy of your response will be attached and placed in your personnel file.

Appendix C-1

REDLANDS UNIFIED SCHOOL DISTRICT
(Please print or type)

Employee Name:_____

Work Location: _____

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

GRIEVANCE FORM - LEVEL 1 (CLASSIFIED)

Submission of Grievance: All portions of this section must be completed by grievant (please print 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.

Appendix C-2

REDLANDS UNIFIED SCHOOL DISTRICT
(Please print or type)

Employee Name:_____

Work Location: _____

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

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.

Appendix C-3

REDLANDS UNIFIED SCHOOL DISTRICT
(Please print or type)

Employee Name:_____

Work Location: _____

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

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:

_____ _____
Date Signature

Appendix C-4

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: _____

Appendix D

Redlands Unified School District

RECLASSIFICATION REQUEST FORM

EMPLOYEE SECTION

Name _____ Date _____

Position _____ Range _____ Step _____

Site _____ Hours Per Day _____ Years in 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

Redlands Unified School District
Human Resources

P.O. Box 3008 • Redlands, California 92373-1508 • (909) 307-5300

Teacher Development Program Information

Thank you for your interest in the Teacher Development Program. Through this program, classified employees can receive reimbursement of up to $4,000 per year for registration/tuition fees for coursework that is taken to obtain a California teaching credential. This benefit is available for classified employees who have completed their initial probationary period with the District, and have submitted the following documents:

- Submission of a completed application form
- Proof of A.A. degree or unit equivalence (60 undergrad units)
- Letter of recommendation from immediate supervisor

For more information, please refer to Article 9.7 – Teacher Development Program in the classified collective bargaining agreement or contact Taylor Kahn in Human Resources at (909) 307-5300 x 20202 or Taylor_Kahn@redlands.k12.ca.us.



Redlands Unified School District
Human Resources

P.O. Box 3008 • Redlands, California 92373-1508 • (909) 307-5300

Teacher Development Program Application

Name: _____ Position: _____ Site: _____

College:_____ Anticipated Program Completion Date: _____

Please fill out the information below completely and accurately.

A. Please list the classes you are taking or plan to take that are applicable to an approved program of study leading to a California teaching credential.

B. Why do you want to become a teacher, and how will the Teacher Development Program help you fulfill your goal?

C. What obstacles or hurdles do you envision overcoming when transitioning from your current position to a certificated teacher?

D. How will you maintain commitment to the program while you are still fulfilling the responsibilities and functions of your position with District?

___ By checking this box, I agree to pursue an educational program to prepare for a career as a teacher in Redlands within five (5) years. After obtaining a California teaching credential, I shall submit to the District an application for employment as a teacher. If offered a teaching contract, I shall accept the employment offer. I also acknowledge that I have read and understood the eligibility requirements and guidelines for this program as stated in Article 9.7 of the classified collective bargaining agreement.

_____ _____

Employee Signature Date

FOR OFFICE USE ONLY

__ Completion of initial probationary period

__ Verification of AA degree or equivalent

__ Relevance of courses to obtaining credential

__ Letter of recommendation from supervisor

__ Applicant's suitability for profession

__ Acceptable course load by employee

__ Meets needs of the District

_____ _____

Human Resources Approval Date

Appendix F

Redlands Unified School District

Report of Safety Condition/Concern Form

Site: _____ Date: _____

From: _____ To: _____

(Name of Individual Submitting the Report) (Individual's Immediate Supervisor/Designee)

Brief Summary of Safety Condition/Concern:

Signature _____

~~~~~~

Signature: _____ Date: _____

~~~~~~

Safety Condition/Concern Committee Response/Resolution:

Signature: _____ Date: _____

Appendix G

Agreement Regarding Work Desk or Alternative Workspace, Educational Employment Relations Act (EERA), and California Code and Education Code (EDC)

1. **Work Desk or Alternative Designated Workspace**
    a. Unit members shall have the right to place personal items on their work desk, even if such items fall outside the parameters of BP 6115, consistent with historic practices.

    b. Those unit members who are not assigned a work desk shall be entitled to display personal items in an alternative designated workspace consistent with historic practices and subject to immediate supervisor/administrator approval.

    c. Personal items displayed other than on a member's identified work desk or alternative designated workspace shall be subject to BP 6115.

2. **The Educational Employment Relations Act (EERA)**
    a. Unit members shall be entitled to all rights afforded to them under the Educational Employment Relations Act.

3. **California Code and Education Code (EDC)**
    a. Unit members shall be entitled to all rights afforded to them under lawful provisions of the California Education Code and all other lawful applicable law.

This Agreement resolves the impasse related to the implementation of BP 6115. This Agreement does not constitute the Association's agreement with the policy itself and does not preclude the Association from pursuing any and all other courses of action in regard to BP 6115. Either Party may re-open negotiations on this Agreement at any time by providing fifteen (15) workdays written notice to the other.