

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS

RIVERSIDE CHAPTER #506

AND THE

RIVERSIDE UNIFIED SCHOOL DISTRICT

TENTATIVE AGREEMENT

January 8, 2026

This Tentative Agreement (TA) is entered by and between Riverside Unified School District (the "District" or "RUSD") and the California School Employees Association and its Riverside Chapter #506 ("CSEA"), collectively, ("the parties"). The District and CSEA meet and negotiate wages, hours, and working conditions.

The parties agree to the following changes in the CBA, Article XV;

**ARTICLE XV
LAYOFF AND REEMPLOYMENT**

The following provisions shall take effect whenever bargaining unit members are subject to layoff or reduction in assigned time:

- 15.0 Whenever it is considered necessary by the District to reduce the number of classified unit members because of lack of work or lack of funds, or whenever it is deemed necessary ~~or desirable~~ by the District to diminish or terminate a service or a program, the Superintendent **or designee** shall recommend the specific positions to be discontinued. The District shall notify CSEA in writing of any such proposal(s) when the need therefore becomes reasonably apparent, ~~but in no event later than at least sixty (60) calendar days prior to the effective date~~ **no later than March 15th**. Such notice shall be sent to the CSEA Chapter President and the CSEA assigned Labor Relations Representative.
- 15.1 ~~Notice:~~ Unit members shall receive notice of layoff ~~sixty (60) calendar days prior to the effective date of the layoff~~ **no later than March 15th that their services will not be required for the ensuing year** and shall be informed of their displacement rights, if any, and reemployment rights. No unit member shall be notified of any "reasonable assurance" of reemployment where the District does not reasonably believe such reemployment shall occur as offered.
- 15.1.1 ~~Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries for classified unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the District, without the required notice.~~
- 15.2 Notice for Specially Funded Programs: Per Education Code 45117, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees**

to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

- 15.2 **Order of Layoff:** Whenever a classified unit member is laid off, the order of layoff within the class shall be determined by date of hire effective July 1, 1991. The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the order of seniority.
- 15.2.1 For purposes of this section, for service commencing after July 1, 1971, and prior to July 1, 1991, seniority has been calculated based on the total hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.
- 15.2.2 The District shall assign seniority numbers to all current unit members based upon their hours in paid status as of June 30, 1991.
- 15.2.3 The District shall assign seniority numbers to unit members hired after June 30, 1991, based upon that member's date of hire, and date of hire shall mean the unit member's first date of paid service to the District in a probationary status.
- 15.2.4 If two or more unit members have the same date of hire, the District shall assign seniority number by lots.
- 15.3 **Reemployment Rights:** Permanent unit members who have been laid off shall be placed on reemployment lists by class and in order of seniority. A reemployment list shall remain in force for a period of thirty-nine (39) months. Persons on such a list shall be reemployed in preference to new applicants.
- 15.3.1 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for the appointment shall still apply.
- 15.4 **Bumping Rights:** A unit member laid off from the unit member's present class may bump into the next equal or lower class in which the unit member has greater seniority considering the unit member's seniority in that class and any higher classes in which the unit member has served.
- 15.5 **Notification of Reemployment Opening:** Any unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the unit member, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.
- 15.6 **Unit Member Notification to District:** A unit member shall mail, or otherwise notify, the District of the unit member's intent to accept or reject re-employment within ten (10) working days following receipt of the re-employment offer notice. If the unit member accepts re-employment, the unit member must report to work in accordance with the District's offer, but in no event may the unit member be required to report earlier than fifteen (15) working days following receipt of

the re-employment notice. A unit member who refuses such re-employment offer thereby forfeits all re-employment rights and the unit member's name shall be removed from the re-employment list.

- 15.7 Retirement in Lieu of Layoff: Any unit member in the bargaining unit may elect to accept a service retirement in lieu of layoff. Such unit member shall, at least ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.
- 15.7.1 The unit member shall then be placed on a reemployment list in accordance with this Article; however, the unit member shall not be eligible for re-employment during such other period of time as may be specified by law.
- 15.7.2 When an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person until the Public Employees' Retirement System has properly processed the unit member's request for reinstatement from retirement.
- 15.7.3 A unit member who retires and is eligible for re-employment and who declines an offer of re-employment equal to that from which laid off shall be deemed to be permanently retired and to have forfeited re-employment rights.
- 15.7.4 Any election to retire after being placed on a re-employment list shall be retirement in lieu of layoff within the meaning of this section, if at the time of such election the unit member notifies the District in writing that the unit member wishes to have the retirement considered to be taken in lieu of layoff.
- 15.8 Health and Welfare Benefits: Unit members subject to layoff and/or reduction in hours shall receive health and welfare benefits as described in Article IX for three (3) months after the effective date of the layoff at the benefit level received prior to the layoff.
- 15.9 Vacation Benefits: Unit members shall be at the same vacation accrual rate when rehired from a valid re-employment list.
- 15.10 Substitute Work: Unit members on layoff who sign up to substitute shall be offered substitute work within their classification and/or within classifications that they are minimally qualified. This provision shall not be subject to the grievance procedure and does not apply to unit members under section 15.11.
- 15.11 Reduction in Assigned Time in Lieu of Layoff: Any reduction in the regularly assigned working hours of a permanent unit member shall be considered a layoff and the provisions of this Article shall apply.
- 15.11.1 The order of reductions in the regularly assigned working hours shall be in accordance with Section 15.2 and its subsections.
- 15.11.2 Unit members who take voluntary reductions in assigned working hours in lieu of layoff shall be, at the unit members option in accordance with their seniority, returned to a position with increased assigned hours as vacancies become available during the time they are on a valid re-employment list. However, if the unit member is offered the same hours

as the original assigned hours reduced from and the unit member turns those hours down then that unit member shall be removed from the re-employment list.

15.11.3 The District will try to maintain the most available hours for unit members subject to reduction in assigned time. The District may consider the following:

- A. Unit members may be offered transfers to other sites to maintain the most available hours.
- B. The District may offer unit members the opportunity to work at more than one site to maintain or provide for the most available hours closest to the original assigned hours reduced from if not in conflict with District program needs.
- C. The District may offer unit members with seniority in other classifications the opportunity to work more than one classification to maintain or provide for the most available hours closest to the original assigned hours reduced from if not in conflict with District program needs.

15.11.4 Notwithstanding anything in Article XV to the contrary, any reduction in regularly assigned working hours of CSEA unit member positions shall be negotiable relative to both the decision and the effects so long as CSEA timely demands to bargain. If CSEA desires to negotiate any reduction in regularly assigned working hours, CSEA shall provide the District with a written demand to bargain within 10 workdays of the District's notice of its intent to reduce regularly assigned working hours. CSEA's notice shall state whether it seeks to negotiate: (1) only the decision to reduce regularly assigned working hours, (2) only the effects of the reduction in regularly assigned working hours, or (3) both the decision to reduce regularly assigned working hours and the effects of that reduction. CSEA's failure to provide the District with timely notice pursuant to this Section 15.11.4 shall be deemed a waiver of all rights under this Section 15.11.4. Nothing in this Section 15.11.4 shall be interpreted to require the District to negotiate the decision to layoff CSEA bargaining unit members or to negotiate the effects of the decision to layoff CSEA bargaining unit members.

~~A. Notwithstanding anything in this Section 15.11.4 to the contrary, a reduction in hours of a vacant position shall be nonnegotiable, both to the decision and its effects, except reductions in hours of vacant positions resulting from layoffs within the past 39 months. If the District proposes to reduce the hours of a laid-off position, and such layoff occurred less than 39 months prior to the date on which the District proposes to reduce the hours of the position, the reduction in the hours of that position shall be negotiable relative to both the decision and the effects. If the District seeks to reduce the hours of a position that is vacant as a result of a layoff that occurred more than 39 months prior to the date on which the District proposes to reduce the hours of that position, the District shall have no obligation to negotiate the decision to reduce the hours of that position or the effects of the decision to reduce the hours of that position. Notwithstanding anything in this Section 15.11.4 to the contrary, if the District eliminates both part-time and full-time positions, the District retains the right to decide to reinstate only the part-time positions without bargaining that decision.~~

B. ~~A.~~ If the District reduces the hours of a position following that position's incumbent's promotion to another position, the incumbent shall retain all rights under Article XIV should that incumbent fail to complete his or her probationary period, including the right to return to the same position if vacant or the best available assignment with the same benefits, hours, and pay the incumbent had received prior to the promotion.

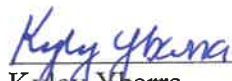
15.11.5 For unit members impacted by reduction in force, the site shall provide orientation and training (as needed), prioritization of assigned duties, with follow up planning as needed.

15.12 Elimination of Classification: When a classification is eliminated by District decision and a unit member in that class has no previous District service in an equal or lower class, that unit member shall be laid off and the unit member's name shall be placed on a reemployment list for those equal or lower classes for which the District considers the unit member qualified.

15.12.1 Placement of the unit member's name on a reemployment list for a classification in which the unit member has no previous service shall be below that of any unit member on that list who has served in the classification.

This agreement is subject to CSEA Policy 610 and ratification from the CSEA membership and the approval of the Board of Education.

FOR THE DISTRICT:



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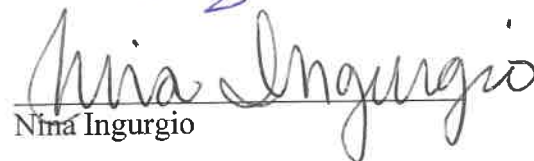
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