

**REDLANDS EDUCATION SUPPORT PROFESSIONALS ASSOCIATION/CTA/NEA**

**TO  
REDLANDS UNIFIED SCHOOL DISTRICT**

**MAY 17TH, 2024  
INITIAL PROPOSAL**

**ARTICLE 8 LEAVES**

**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, **niece, nephew** 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 miscarriage of one's child shall also qualify a unit member 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 payroll department the date of loss. The District reserves the right, for good cause, to require proof if abuse of bereavement leave is suspected.

**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. **Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.**

**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 quarterly to address safety conditions. After each meeting, the committee shall produce a written report of issues brought before it and accompanying recommendations, to be made available to unit members. Upon completion of each school year, the district shall provide an annual written summary of all safety concerns brought to the Committee.**

**25.1.2 Upon appropriate notification, unsafe or hazardous conditions resulting in health or safety risks shall be eliminated or corrected by the District.**

**25.1.3 The District shall conform to and comply with all health, safety, and sanitation requirements imposed by local, state, or federal law or regulations adopted under local, state, or federal law.**

#### **Renumber remaining articles**

**25.1.24** 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 that is outlined in classified job manuals** 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 permits.

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, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate said days with the Association.**

#### Renumber remaining articles

##### 25.67 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.

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

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

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

##### 25.78 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 The District shall reimburse unit members for any and all documented costs incurred as a result of assault, including repairing or replacing personal property which may have been damaged or destroyed, and for all related medical costs not covered under insurance benefits.**

**25.8.2 When absence or disability arises out of or from assault, unit members shall suffer no loss in wages, benefits or leaves.**

##### 25.89 Facility Search

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

#### **25.910 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.

#### **25.1011 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.

#### **25.1112 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.

#### **25.1213 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 Physical and Emotional Safety**

**25.14.1 The District shall provide a safe workplace that protects unit members from physical and emotional violence, sexual harassment, and other abuse.**

**25.14.2 This provision does not waive a unit member's right to other recourse through administrative agencies or courts and prior exhaustion of the grievance process is not required.**