

**RIALTO UNIFIED SCHOOL DISTRICT  
and  
COMMUNICATION WORKERS OF AMERICA LOCAL 9588  
Tentative Agreement**

**September 29, 2022**

**ARTICLE VI – UNIT MEMBER’S RIGHTS**

**Section 1 – Physical Examination**

The District shall pay any or all fees charged by the District clinic for intradermal tests to detect Tuberculosis as required by the District. Union members who must provide x-rays, or choose to provide intradermal or survey certification clearances from personal physicians will do so at their expense. Additional expenses resulting from use of private medical facilities shall not be borne by the District. Such physical examination will be required as prescribed by the San Bernardino County Health Officer or State Law.

**Section 2 – Removal From Substitute System**

In the event a decision is made to remove a substitute from the Substitute System, the District shall notify the employee within five (5) workdays from the date of the removal. The unit member will be provided the reason(s) for removal. The unit member has the right to write a response and meet with the **Personnel Administrator** ~~Director of Certified Human Resources~~. If the employee is not satisfied with the reason(s) provided, he/she may request a review of the decision by the **Lead Personnel Agent** ~~Assistant Superintendent, Human Resources~~.

**Section 3 – Workplace Training**

Unit members will be paid for all District-sponsored workplace trainings authorized for substitute teachers.

The school district shall collaborate with the union on training subjects prior to the new school year with continual discussions on training subjects throughout the year.

**Section 4 – Health and Benefits**

- A. Qualified unit members will receive health care according to Covered California Law and the Affordable Health Care Act.

A teacher-in-training will receive health care coverage on the first of the month following the start of the assignment.

- B. The District shall recognize and follow The Healthy Workplaces, Healthy Families Act of 2014.
- C. Unit members working in a long-term assignment (21-days or more) and teachers-in-training shall be eligible for bereavement leave, not to exceed three days, for the following immediate family members:

Mother	Uncle	Spouse	Daughter
Stepmother	Grandmother	Domestic Partner	Daughter-in-law
Father	Grandfather	Son	Brother
Step-father	Grandchild	Son-in-law	Sister
Aunt			

- D. Unit members working in a long-term assignment (21-days or more) and teachers-in-training shall be eligible for personal necessity leave, not to exceed three days/18 hours, for any of the following:
- Death of a relative who is not covered under bereavement
  - District employee or a student of the Rialto Unified School District
  - A close friend
  - An unforeseen crisis involving the unit member's property. Such crisis must be serious in nature, involve circumstances the unit member cannot disregard, and require the attention of the unit member during the member's assigned hours of service

Personal Necessity shall be deducted from and shall not exceed the number of full-paid days of sick leave to which the unit member is entitled for the school year.

The unit member will be subject to appropriate discipline if the Personal Necessity Leave is used for purposes other than the above circumstances.

## **ARTICLE X – WAGES**

### **Section 1 – Day-to-Day Substitution**

Substitute teachers shall be paid according to Appendix A for each full day of substitute work. Preparation and conference periods constitute work time that must be used for preparation, reviewing lesson plans, and/or other professional activities.

## **Section 2 – Long Term Substitution**

Long term substitutes shall be paid according to Appendix A for each full day of substitution when the assignment is twenty-one (21) or more consecutive days. The rate shall be retroactive to the first day of the assignment.

Long term substitution is defined as twenty-one (21) or more consecutive days taught in the same assignment within a given school year.

## **Section 3 – Teacher-in-Training**

Teachers-in-Training must be enrolled in a college/university teacher credential program or hold a teaching credential and is assigned to a specific school site. The Teacher-in-Training and the District will sign a commitment for the school year. The teacher-in-training shall be paid according to Appendix A.

## **Section 4 – Retired California Teachers**

Teachers that have retired from any California-School District and upon validated proof of such retirement shall be paid according to Appendix A.

## **Section 5 – Specific Additional Assignments**

If a substitute is required by the site administrator to work during his/her Conference Period or periods beyond period 6, he/she shall be compensated for one additional hour at the established hourly rate.

Occasional splitting of Students: A teacher is requested to take additional students when there is a shortage of substitute teachers and the students are split up into other classrooms. The substitute teacher will be paid an extra hour per day.

## **Section 6– Work Day**

- A. The assigned workday shall be equivalent to the regular teaching staff. The Substitute shall report to the principal's office one-half hour before classes are scheduled to begin, and shall remain on duty at the school until the end of the regular teacher work day.
- B. Unit members shall have a duty-free lunch period for thirty (30) consecutive minutes, or more, which shall be set by the school site administrator.
- C. At the end of the day, the substitute may request the office to make a copy of the lesson plan, if available, for their records.

- D. Substitute employees called into an assignment by the District and who work less than 3 ½ hours will be paid half of their daily rate and if the substitute works 3 ½ hours or more they are paid for a full day. As salaries increase over time the practice of half day full day will continue.
- E. Unit members who accept assignments after the beginning of the school day shall arrive at the school site within sixty (60) minutes after accepting the assignment. Those unit members that are unable to arrive by the set time, may call the site to discuss a possible extension.

### **Section 7— Duties**

The substitute shall, as part of his/her regular day, supervise students, deliver lessons, participate in professional activities, and perform other duties as directed by the Administration. Unit members shall leave a report for the regular teacher of what transpired during the day/assignment.

### **Section 8 – Hourly Wage**

The hourly wage shall be determined by dividing the daily salary rate by six (6).

### **Section 9– Mileage**

In the event that the District needs to move a substitute from one site to another site after they have arrived at their assignment for the day, the substitute is entitled to mileage pay for the distance from the site they were originally assigned to the site they are being moved to. Mileage cards will be signed by the Personnel **Administrator** Director.

## **APPENDIX A**

### **SUBSTITUTE TEACHER SALARY INFORMATION**

(Effective July 1, 2022)

#### **Daily Rate**

➤ <del>30 Day Substitute Permit .....</del>	<del>\$158.00</del>
➤ <del>Credentialed Substitute .....</del>	<del>\$179.00</del>
➤ <del>Special Education Substitute .....</del>	<del>\$179.00</del>

#### **Long Term Rate (more than 20 consecutive days, retro to the first day)**

➤ <del>30 Day Substitute Permit .....</del>	<del>\$173.00</del>
➤ <del>Credentialed Substitute .....</del>	<del>\$195.00</del>
➤ <del>Special Education Substitute .....</del>	<del>\$195.00</del>

~~Teacher-in-Training~~.....\$195.00

Daily Rate .....\$200.00  
11 or more consecutive days in the same assignment (retro to the first day)....\$225.00  
Special Education, **Retired Teacher** and Credentialed Substitute.....\$225.00  
Substitute Teacher has worked 60 days in Rialto USD during 2022/2023.....\$225.00  
Long-Term Rate (21 or more consecutive days, retro to the first day).....\$250.00  
Teacher-in-Training.....\$250.00  
**Substitute Teachers that work 100 or more full days with Rialto USD will receive a \$2,000 stipend at the end of the year.**

~~\$76.00~~ **80.00** to attend District sponsored trainings outside of normal work hours

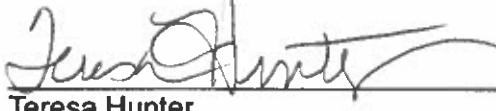
**Dated this 29th day of September, 2022**

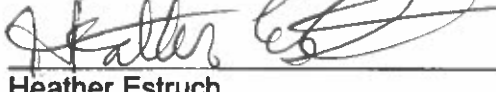
For the Association:

  
Maggie McCormack  
CWA President, Local 9588

  
Ben Carrier  
Executive Vice President, Local 9588


  
Martina Rangel-Ortega  
Secretary/Treasurer, Local 9588

  
Teresa Hunter  
CWA Area Vice President

  
Heather Estruch  
Chief Steward

For the District:

  
Rhonda Kramer  
Lead Personnel Agent

  
Marcos Amador  
Personnel Analyst