

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TWO ROCK UNION SCHOOL DISTRICT**

**AND**

**CSEA AND ITS TWO ROCK CHAPTER 897**

**July 1, 2018- June 30, 2021**

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## **Article 1 PREAMBLE AND RECOGNITION**

- 1.1. The Articles and Provisions contained herein constitute a bilateral and binding agreement by and between Two Rock Union School District (“District”) and the California School Employees Association and its Two Rock Chapter 897, an employee organization (“CSEA” or “Association”). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).
- 1.2. The District recognizes CSEA as the exclusive representative for all classified employees excluding all supervisory, certificated, management, and confidential employees and legally excluded classifications.
- 1.3. Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment and other conditions of employment as provided by law. Nothing herein may be construed to limit the right of the District to consult with the Union on any matters outside the scope of representation.

## **Article 2 ASSOCIATION RIGHTS**

- 2.1. Subject to the following, the CSEA representative shall have the right of access during the workday to areas in which unit members work, when school facilities are not in use and such access will not interfere with the work duties of unit members:
  - a. The CSEA representative will inform the Superintendent or designee upon arrival on campus.
  - b. CSEA provides advance notice to the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
  - c. The Superintendent or designee is able to verify that the intended activities and use of facilities will not interfere with the school programs and/or work duties of unit members.
  - d. CSEA shall use district equipment or materials only for district CSEA business and only with advance authorization of the Superintendent or designee. If CSEA's use would have a substantial cost to the District, CSEA and the Superintendent or designee shall discuss reasonable reimbursement.
- 2.2. CSEA may use without charge institutional bulletin boards and mailboxes for unit members but only to the extent permitted by law and not in any manner that interferes with the duty hours or assigned duties of unit members.
- 2.3. Organizational Security
  - 2.3.1. Payroll Deductions. CSEA shall have the sole and exclusive right to have employee organization membership dues and service fees deducted for employees in the bargaining unit.
  - 2.3.2. CSEA Dues. The District shall deduct, in accordance with the CSEA Dues Schedule, dues from the wages of all classified employees who are members of CSEA. Such deductions:
    - a. Will start with the next payroll cycle commencing at least 30 days after the unit member's submittal, to the Superintendent or designee, of a district form authorizing deduction of membership dues, and
    - b. Shall be made in 10 (ten) equal installments (July and August excluded).
  - 2.3.3. Hold Harmless. CSEA shall indemnify, defend and hold the District, its Governing Board ("Board"), employees and agents harmless from any and all claims, lawsuits or other actions, including all related attorneys' fees and costs, arising from the District's actions pursuant to its obligations contained in this Article.
- 2.4. Restriction on Contracting Out: Except as authorized by law, during the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit, which will result in the displacement or reduction in hours, wages, transfer or reassignment of bargaining unit employees.

- 2.5. Notice to CSEA: No contract for services which might affect the wages, hours, transfer or reassignment of employees in the bargaining unit shall be let until CSEA has been provided ten (10) days advance notice of the award.
- 2.6. Bargaining Unit Work: No supervisory or management employee may perform any work within the job description of a bargaining unit employee, which will result in the displacement, reduction of hours, transfer or reassignment of any bargaining unit employee.
- 2.7. AB 119 – New Employee Orientation – On-Boarding Process

2.7.1. Employee Information:

- a. New Unit Employees: To the extent required by Government Code Section 3558, the District will provide C S E A with “ Contact I nformation specified below for each newly-hired bargaining unit employee on a monthly basis. The contact information will be sent via an email address to be provided by CSEA or a mutually agreeable secure method. The required information will be provided regardless of whether a new employee was previously employed by the District.
- b. Contact Information: The following contact information shall be provided in an Excel Spreadsheet with each component delineated in a field in its own column: Name (First Name, Middle Initial, Last Name, Suffix); job title; department; work location; work, home and personal cellular telephone numbers; personal email addresses on file with the District; home address (Street address, City, State, Zip Code); Employee ID; and Hire Date.
- c. Periodic Update of Contact Information: To the extent required by Government Code Section 3558, the District will provide C S E A with t he Contact Information for bargaining unit employees by the last working day of September, January, and May. The contact information will be sent to CSEA via an email address to be provided by CSEA or a mutually agreeable secure method.
- d. Exceptions: The District will not provide information pursuant to this Section 2.7 for any employee who opts out of the disclosure pursuant to Government Code Sections 6207 and 6254.3 or (2) an employee’s home and personal cellular telephone number or email address if the employee does not provide such information to the District.

2.7.2. Structure, Time, and Manner of New Employee Orientations:

“New employee orientation” means the on-boarding process for newly-hired bargaining unit employees as set forth in Government Code Section 3555.5 (b) (3). To ensure compliance with AB 119, the District and CSEA agree to the following procedure:

The Parties agree that in lieu of the 10-day advance notice set forth in Government Code section 3556, at the commencement of each school year, the CSEA Chapter #897 President and Superintendent, or Superintendent's designee, will schedule one, 15-minute- new employee orientation meeting per month. If no classified employees have been hired since the last orientation meeting, the orientation shall be deemed cancelled. CSEA will have up to fifteen (15) minutes of paid release time for one (1) CSEA representative to meet with new employees. Any additional time for new employee orientation purposes shall occur outside the CSEA representative's and new employee's workday.

The orientation session will be held at Two Rock School or the District Office.

In the event of an alleged violation, misinterpretation, or misapplication of this Section 2.7, CSEA may utilize the Grievance Procedure set forth in Article XIII to resolve the dispute.

### **Article 3 DISTRICT RIGHTS**

- 3.1. The exercise of the 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 therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.2. It is understood and agreed that the District retains all of its powers to direct, manage, and control to the fullest extent of the law including, without limitation, the power to determine its organization, direct the work of its employees, 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, establish its educational policies, goals, and objectives, insure the rights and educational opportunities of students, determine staffing patterns, determine the number and kinds of personnel required, maintain the efficiency of district operations, determine the educational programs, build, move, or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue, contract out for work, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, reprimand and terminate employees.

## **Article 4 EVALUATION/PERSONNEL FILES**

- 4.1. The District will complete formal evaluations for all permanent unit members annually using the Board approved evaluation instrument. A follow-up evaluation within six (6) months of a negative evaluation will be completed.
- 4.2. The District may evaluate probationary unit members at any time during the unit member's probationary period. A formal evaluation shall take place no later than the end of the 180 days of employment and by the end of the 9<sup>th</sup> month of employment. Except as provided in this section, probationary employees shall become permanent after nine (9) months (270 days) of employment exclusive of (1) days when school is not in session for 10 and 11 month employees and (2) any period of absence of more than ten (10) consecutive work days. If a probationary employee receives an evaluation indicating employee's performance is "unsatisfactory" or "needs to improve", the District may extend the probationary period for an additional period of three (3) months (90 days) with notice to CSEA.
- 4.3. No evaluation of any employee shall be placed in the personnel file until the employee has been offered an opportunity to discuss it with his/her supervisor. Any negative evaluation shall include specific recommendations for improvements.
- 4.4. No derogatory information shall be placed in the personnel file until the employee has been given ten (10) calendar days' notice and an opportunity to review and comment on that information. An employee shall have a right to have his/her written comments attached to any derogatory materials. A "business day" is any day the District Office is open to the public for business.
- 4.5. An employee, or CSEA with the written permission of the employee, shall have the right, upon reasonable request, to examine and/or obtain copies of any material in the employee's personnel file.

Access to personnel files shall be limited to the members of the district administration and district representatives. Board of Trustee members may request review of an employee's file at a personnel session of the entire Board of Trustees. The contents of all personnel files shall be kept in strictest confidence.

- 4.6. Any person who places written materials in the file shall sign and date the material.



## **Article 5 NEGOTIATIONS**

5.1. Notification and Public Notice

Subject to Article 16 – Reopeners, if either party desires to alter or amend this Agreement, it shall provide notice by April 15<sup>th</sup> to the other party that it desires to reopen negotiations.

5.2. Release Time for Negotiations

Association shall have the right to designate no more than two (2) chapter unit members.

5.3. Ratification of Modifications

Any modifications to this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

5.4. Completion of Meet and Negotiation

Except as provided otherwise in this Agreement, the Association and the District during the term of this Agreement expressly waive and relinquish the right to meet and negotiate and agree that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

## **Article 6 HOURS OF EMPLOYMENT**

### 6.1. Work Day

The regular work week of a full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours. The work week shall consist of five (5) consecutive days, Monday through Friday. A part-time employee is any employee who works fewer than 40 hours per week or fewer than eight hours per day.

### 6.2. Lunch Period

All unit members working more than five (5) hours in a day shall be entitled to an uninterrupted unpaid lunch period of no less than one half (1/2) hour. The unpaid lunch period may be extended up to one hour by mutual agreement of the unit member and his/her supervisor. Unit members who work less than five hours per day shall not be entitled to take a lunch period.

### 6.3. Rest Period

All unit members who work more than three and three-quarter hours (3.75) per day shall be entitled to a paid rest period of ten (10) minutes per four hours worked. The rest period shall be scheduled as near as possible to the midpoint of each work period. Rest periods are not to be used to cover a unit member's late arrival or early departure from work or to extend a lunch period. Unit members shall take rest periods as scheduled and shall not adjust the time of their rest periods without the advance authorization of their immediate supervisor. Unit members are expected to take their rest periods each day. Rest periods may not be accumulated if not taken.

### 6.4. Overtime

6.4.1. Any overtime that is approved in advance by the Principal/Superintendent shall be compensated at the appropriate rate. No unit member shall work or be compensated for overtime if the overtime hours were not approved in advance by the Principal/Superintendent except in unforeseen or emergency situations as determined by the Superintendent/Principal.

6.4.2. Notwithstanding the provisions of Education Code section 45127, the workweek shall consist of not more than five (5) consecutive working days for any unit member having an average workday of four (4) hours or more during the workweek. Such a unit member shall be compensated for any work required to be performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day following the commencement of the workweek at the rate equal to one and one-half (1½) times the unit member's regular rate of pay.

6.4.3. All hours worked in excess of forty (40) hours per week or eight (8) hours per day shall be compensated at the rate of time and one-half (1/2) (Ed. Code sec. 45131). A unit member having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh (7<sup>th</sup>) day following the commencement of his/her workweek, be compensated at a rate equal to one and one-half (1 ½) times his/her regular rate of pay.

6.4.4. The method by which overtime shall be compensated shall be in cash, or if the unit member and the supervisor agree, compensatory time off. Compensatory time off shall be taken within 12 twelve months following the month in which the overtime hours were worked, or within the same fiscal year or whichever is longer, without impairing the services rendered by the District. If compensatory time off is not taken within the period specified in this section, the unit member shall be compensated in cash.

6.4.5. Unit members shall have the right to refuse overtime work.

6.5. Extra Time

Extra time not otherwise considered overtime shall be compensated at the regular rate of pay.

## **Article 7 COMPENSATION AND ALLOWANCES**

- 7.1. All unit members are paid once per month on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck is issued on the preceding workday.
- 7.2. A classified employee salary schedule is attached as Appendix A. Placement on the salary schedule will generally begin at Step 1, but at the discretion of the Superintendent/Principal, initial placement may be at a higher step based on previous employment experience in the same or similar position.  
  
All current unit members will receive a three percent (3%), one-time, off-the-schedule payment, which shall be based on their regular rate of pay and regular hours worked in 2017-18.  
  
The 2016-17 salary schedule shall be increased by two and one-half percent ((2.5) effective July 1, 2018.
- 7.3. Any payroll error resulting in insufficient payment for a unit member shall be corrected and a supplemental check issued after the unit member provides notice to the office and the error has been verified.
- 7.4. Unit members required to use their vehicle on District business will be reimbursed at the board-approved mileage rate for the miles driven on behalf of the District.
- 7.5. Employee may elect disability insurance coverage at employee's expense and shall authorize payment of premiums by payroll deduction.

## **Article 8 HEALTH AND WELFARE BENEFITS**

- 8.1. Health and welfare benefits shall be made available to full time unit members.  
All unit members shall have the opportunity to participate in the District health plans(s) at their own expense if allowed by the insurance provider.
- 8.2. The District shall contribute up to \$800.00 per full-time unit member, per month, for health, dental, and vision insurance. The unit member shall be responsible for payment of all insurance costs in excess of the District's contribution. The unit member's payment shall be by payroll deduction; however, if the unit member's wages are insufficient to cover the payment, the unit member shall remit payment to the business office on or before the last business day of each month.

## **Article 9 TRANSFERS AND PROMOTION**

### 9.1. Notice.

By posting a notice on the bulletin boards in the office and the staff room for five (5) business days, the District shall notify unit members of the opportunity to apply for new or vacant positions.

### 9.2. Maintenance of Rights to Former Position

A permanent unit member who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which he or she was promoted.

### 9.3. Transfers

9.3.1. A transfer is a move from one job position to another without a change in classification.

9.3.2. Any unit member may apply for transfer by filing written notice/application with the Superintendent/Principal.

9.3.3. The District shall fill positions with the best qualified person based on the needs of the District. If two or more unit members are considered equally qualified for the position as determined by the District, then seniority will be the deciding factor.

9.3.4. Administrative transfer and reassignment Administrative transfers and reassignment shall be made based on the needs of the District as determined by the Superintendent/Principal. A unit member who is to be transferred shall be entitled to request a meeting with the Superintendent/Principal prior to the effective date of the transfer.

## **Article 10 LEAVES OF ABSENCE**

### 10.1. Definitions

10.1.1. "Paid Leave of Absence" means that a classified unit member shall be returned to the same position and

- a. Receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits,
- b. Return to the same step assignment, which the unit member had immediately, preceding the commencement of the leave, and
- c. Receive credit for annual salary increments provided during the leave.

### 10.1.2. Unpaid Leave of Absence

A classified unit member shall be returned to the same position(s) and step assignment which the unit member held immediately preceding the commencement of the leave.

### 10.1.3. Immediate Family

Immediate family includes the mother, father, step-parent, grandmother, grandfather, or grandchild of the unit member or the unit member's spouse; the spouse, child, son-in-law, daughter-in-law, brother, sister, or step-child of the unit member; and any person related to the unit member by blood or marriage residing in the household of the unit member, related by blood or by marriage, as a member of the unit member's family.

### 10.2. Industrial Accident and Illness Leave

10.2.1. Maximum allowable shall be sixty (60) working days per fiscal year for the same accident or illness.

10.2.2. Allowable leave shall not accumulate from year to year.

10.2.3. Industrial accident or illness leave will commence on the first day of absence.

10.2.4. Payment for wages lost on any one day shall not, when added to an award granted the unit member under the worker's compensation laws of this state, exceed the normal wage for the day.

10.2.5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.

10.2.6. When an accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

### 10.3. Sick Leave

10.3.1. All first year classified unit members shall accumulate one (1) day of sick leave of the same length as their normal work day for each month worked. Part-time employees earn sick leave at a prorated rate per Ed Code 45191. A new unit member shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may

be entitled, until the first day of the calendar month after completion of six (6) months of active service with the District.

10.3.2. Unit members are additionally entitled to use sick leave for the illness of their parent, child, or spouse, limited to one half of the unit member's annual sick leave allotment.

10.3.3. During sick leave, the unit member's normal pay will continue.

10.3.4. Unused sick leave shall accrue from school year to school year.

10.3.5. Pursuant to Education Code section 45196, a unit member who is a regular classified employee shall be credited with 100 working days of paid sick leave which shall be compensated at a rate equal to fifty percent (50%) of the unit member's regular salary.

10.3.6. The District may require a unit member to provide written medical verification of illness or injury and fitness to return to work after three consecutive days of absence.

10.4. Pregnancy Disability Leave ("PDL") (Government Code sec. 12945)

10.4.1. During a PDL, all sick leave under Section 10.4 shall be used by a unit member on the same terms and conditions governing use of such leave for absence due to other medical disability or illness.

10.4.2. Not later than ninety (90) days prior to the expected delivery date a unit member whose pregnancy has been verified shall report her condition to her supervisor and give notice of her plans to request a leave of absence other than for temporary disability due to pregnancy, miscarriage, childbirth, or recovery therefrom.

10.4.3. The length of the unit member's PDL, including the date on which the leave shall commence and the projected date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's health care provider as verified in writing by the health care provider, but PDL shall in no event exceed four months (17 1/3 work weeks).

10.4.4. The unit member shall submit a statement from her health care provider certifying the date she is medically released to resume assigned duties and responsibilities.

10.5. Parental Leave

If eligible, a unit member may take Parental Leave pursuant to Education Code section 45196.1, for reason of the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. During Parental Leave, the unit member shall be paid his/her full wages to the extent he/she has sick leave, vacation or other paid time off. Upon exhaustion of such paid leaves, the unit member shall be compensated at a rate equal to fifty percent (50%) of the unit member's regular salary.



## 10.6. Child Rearing Leave

10.6.1. FMLA/CFRA. A unit member may take up to 12 work weeks of unpaid child rearing leave if he or she is eligible under the Family Medical Leave Act and California Family Rights Act.

10.6.2. Other Child Rearing Leave. Any other leave for child rearing leave purposes may be granted at the sole discretion of the Board but not to exceed one calendar year. The Board may grant child rearing leave after the birth of a child, when a unit member adopts a child, a child is placed with the unit member for foster care, or when other circumstances warrant such leave.

While on leave, the unit member shall be subject to transfer, reassignment, layoff and other employment actions on the same basis as unit members in active service and may continue all medical insurance coverage (health, dental, vision) at his/her expense.

10.6.3. No later than three (3) weeks before the end of any child rearing leave, the unit member shall notify the Superintendent or designee in writing of the following:

- a. Intent to return to duties at the expiration of the leave;
- b. His /her resignation and effective date; or
- c. A request for extension of unpaid leave.

## 10.7. Bereavement Leave

Every classified unit member shall be entitled to three (3) days of paid leave of absence, or five (5) days if more than 300 miles or out of state travel is required on account of the death of any member of the unit member's immediate family.

## 10.8. Personal Necessity Days

10.8.1. When substantiated to the satisfaction of the Superintendent, short-term paid leave of absence shall be granted for a maximum of seven (7) days per school year for the following purposes provided the unit member gives prior notice to the Superintendent or designee.

- a. Death of a member of the immediate family when leave is needed beyond that provided in Article 10.7 above (Bereavement Leave).
- b. Accident or illness involving his/her person or property or the person or property of the unit member's immediate family.
- c. Appearance in court or any administrative tribunal as a litigant, party or witness under subpoena.
- d. Religious holiday – up to three (3) days of personal necessity leave to observe a recognized religious holiday or holidays of his/her faith provided it does not cause unreasonable hardship on the district.
- e. Unit members shall be entitled to use two (2) days of personal necessity leave each school year for personal business which unit member is not required to disclose, provided the unit member gives written notice to the Superintendent

or designee at least two (2) business days in advance of the first day of leave. Leave shall not be taken for work stoppage purposes.

10.8.2. Personal necessity leave shall be deducted from the unit member's current or accrued sick leave Section 10.3. A unit member shall not be permitted to take personal necessity leave if he/she does not have sufficient current or accrued sick leave to cover the period of the intended leave.

10.9. Unpaid Leave of Absence

10.9.1. An unpaid leave for up to ten (10) working days may be granted at the sole the discretion of the Superintendent/Principal.

10.9.2. An unpaid leave for more than ten (10) working days are subject to the approval of the Board which may grant or deny the unit member's request at its sole discretion.

10.10. Jury Duty Leave

Subject to Education Code section 44037, a unit member shall be granted paid leave of absence when summoned to serve on Jury Duty. The unit member shall provide a copy of the jury duty notice to the Superintendent or designee as soon as practicable and upon being selected for jury duty shall keep the Superintendent or designee apprised of the anticipated period of duty. Any fee exclusive of expense fees paid, up to the amount of the unit member's salary during the time of such duty, shall be remitted to the District. Only two percent of unit members shall be granted leave with pay pursuant to this provision at any one time.

10.11. Military Leave

Unit members who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlisted or are otherwise ordered to active duty shall be granted such leave and military pay as is provided by law.

10.12. Reporting of Absences

If it is necessary for a unit member to be absent from duty for any reason, the unit member shall, the evening before whenever possible, or as early as possible on the morning of his/her work day before he/she is scheduled to report for duty, telephone the School Secretary and report the absence. The designated person will prepare appropriate records to be kept in each unit member's personnel file.

10.13. Family Medical Leave Act (FMLA)

If eligible, an employee may take leave in accordance with the FMLA for his/her own serious health condition or to care for a parent, child, or spouse with a serious health condition. FMLA leave shall run concurrently with other leave available under this Article. Eligibility is subject to the terms and conditions of the FMLA and related implementing regulations.

## **Article 11 HOLIDAYS**

11.1. Twelve month unit members are entitled to the following holidays if they are in paid status the day prior or day following the holiday.

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving (in lieu of Admission Day)
11. Christmas Eve
12. Christmas Day

Eleven month employees are entitled to the same holidays as twelve month employees, except for Independence Day, if they are in paid status the day prior or day following the holiday.

Ten month employees are entitled to the same holidays as twelve month employees, except for Independence Day and Christmas Eve, if they are in paid status the day prior or day following the holiday.

11.2. Every day appointed by the President of the United States or the Governor of this State as a day of public fast, thanksgiving or holiday shall be a holiday for classified unit members to the extent consistent with applicable law. School recesses during the holiday breaks shall not be considered holidays.

11.3. When a holiday falls on a Sunday, the following workday not a paid holiday shall be deemed the paid holiday. When a holiday falls on a Saturday the preceding workday not a paid holiday shall be deemed the paid holiday.

## **Article 12 VACATION**

- 12.1. Eligibility – All permanent unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis: July 1 to June 30.
- 12.2. Paid Vacation – Except as otherwise provided in this Article, paid vacation shall be taken no later than the fiscal year immediately following the fiscal year in which it is earned.
- 12.3. Accumulation – Each full-time, permanent unit member will earn one (1) vacation day (8 hours) for each month worked. Subject to Section 12.8, below, part-time permanent unit members shall earn vacation on a pro-rated basis.

Except as provided in Section 12.8, unit members are expected to take vacation leave periodically for rest and renewal. Upon accruing vacation leave in an amount equivalent to what the unit member would earn in a twelve (12) month period (“Maximum Balance”), the unit member shall cease accruing additional vacation leave until the unit member takes vacation time and reduces his/her accrued leave to less than the Maximum Balance.

Unit members are not permitted to carry over more than the amount of vacation leave they could earn in a six (6) month period, unless due to circumstances beyond their control they have been unable to use their vacation leave and have obtained the advance, written authorization of the Superintendent.

The District will make every reasonable effort to accommodate a unit member’s preferred vacation dates. Unit members may be granted time off only for vacation leave already earned and shall submit vacation requests to the Superintendent or designee at least two (2) weeks in advance of the commencement of the requested vacation period.

- 12.4. Vacation Pay – Pay for vacation days for all unit members shall be at the same rate they would have received if they had reported to work.
- 12.5. Vacation Pay upon Resignation/Termination – When a unit member is terminated for any reason, he/she shall be entitled to payment for all unused, accrued vacation as of the effective date of the termination.
- 12.6. Vacation Postponement – If the unit member is sick when his/her vacation is scheduled to start, he/she may request that the vacation dates be rescheduled to other mutually agreeable dates. If the vacation is not rescheduled, it shall be carried over into the following year; however, nothing in this section shall be construed to modify the Maximum Balance permitted under this Agreement.
- 12.7. If for any reason the District does not approve a unit member’s request to take all or part of his/her vacation leave after submittal of a timely request, the amount not taken shall be rescheduled or carried over to the following year subject to Section 12.3.
- 12.8. School Year Employees - Unit members employed ten (10) months or less on an annual basis shall be paid for their vacation time in their regular paychecks. Their vacation time shall be deemed to have been taken during the two months that they are not working

## **Article 13 GRIEVANCE PROCEDURE**

### 13.1. Definitions

13.1.1. For the purpose of this Agreement, “grievance” means a claim by the Association or a unit member that there has been a misinterpretation, misapplication or violation of a specific provision of this Agreement.

13.1.2. A “day” is any day in which the central administrative office of the District is open for business.

13.1.3. The “immediate supervisor” is the person having immediate supervisory jurisdiction over the grievant, or the Superintendent/Principal.

13.1.4. A “grievant” is a member of the bargaining unit who is directly affected by the alleged misinterpretation, misapplication, or violation of the Agreement, or the Union.

### 13.2. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with the Superintendent/Principal within ten (10) days after the occurrence of the act or omission, giving rise to the grievance.

### 13.3. Level I – Formal Grievance

If the matter is not settled at the informal level, the grievant, within ten (10) days after the Informal Level meeting, must present the grievance in writing to the Superintendent/Principal. The Formal Grievance shall clearly and concisely state the specific provision(s) of this Agreement alleged to have been misinterpreted, misapplied, or violated, the acts and omissions giving rise to the grievance, the decision rendered at the informal conference, and the specific remedy sought.

The Superintendent/Principal shall communicate his/her decision to the grievant, in writing, within ten (10) days after service of the Formal Grievance. If the Superintendent/Principal does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

### 13.4. Level II – Mediation

13.4.1. – In the event the grievant is not satisfied with the decision at Level I, within five (5) days of receiving the Superintendent/Principal’s decision, the grievant may submit to the Superintendent/Principal a written request to proceed to mediation. If the Superintendent/Principal does not issue a timely decision at Level 1, the grievant may submit to the Superintendent/Principal a written request to proceed to mediation within fifteen (15) days after grievant’s service of the Formal Grievance.

13.4.2. – Within 10 days after the Superintendent/Principal’s receipt of a timely written request for mediation, he/she shall submit to the California State Mediation & Conciliation Services (SMCS) a written request for mediation services.

SMCS currently offers mediation at no charge. If SMCS begins charging for this service in the future, either party may serve written notice of its decision not to mediate the grievance, and the grievance shall proceed to Level III.

If SMCS begins charging, and both parties decide to move forward with mediation, the fees and expenses of the mediator shall be equally shared by the District and grievant.

13.4.3. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.

- a. If a satisfactory resolution of the grievance is achieved through the mediation process, the parties shall sign a written resolution agreement. The signed agreement shall be final and binding upon all parties.
- b. If the grievance is not fully resolved by mediation, the grievant may appeal to Level III by serving a written statement of appeal on the Superintendent/Principal within five (5) days after the conclusion of the mediation. The written statement of appeal shall (1) state the issues on appeal which shall not be broader than the matters specified in the Formal Grievance and (2) the identity and contact information for the grievant's representative and/or attorney, if any.

### 13.5. Level III – Appeal

If a written statement of appeal is timely submitted, the Board of Education shall determine whether the matter should be heard by a neutral arbitrator or by the Board.

#### 13.5.1. Appeal Heard Directly by the Board

- a. The Board shall schedule the matter for a hearing on a date selected by the Board. The hearing date shall be at least fifteen (15) days after the timely filing of a written statement of appeal, unless parties mutually agree otherwise.
- b. The hearing shall be conducted in accordance with the procedures specified in section 13.5.3. Hearings shall be conducted in closed session to the extent allowable by applicable law
- c. Within fifteen (15) days after the hearing, the Board shall provide its final, binding decision in writing on the grievant.

#### 13.5.2. Appeal Heard by a Neutral Arbitrator

- a. The Superintendent/Principal or his/her designee shall make arrangements for the selection of an arbitrator through the State Mediation & Conciliation Service (SMCS). The arbitrator shall be selected jointly by the parties. Each party shall alternately strike a name from the list of provided by SMCS until only one name remains. The order of striking shall be determined by lot. Subject to 13.5.2, paragraph (b), the remaining panel member shall be the arbitrator.
- b. If the last person on the list is not available to hear the matter within 35 days after the Superintendent/Principal notifies him/her of his/her selection, subject to grievant's agreement, the Superintendent/Principal

may select the person whose name was the second to last name remaining on the list, provided that person will be available to hear the matter within 35 days after the Superintendent/Principal notifies him/her of his/her selection.

- c. All fees for the services of the arbitrator shall be paid by the District.
- d. The arbitrator shall convene a hearing, in accordance with the procedures specified in section 13.5.3, at the earliest practicable date after his/her selection, but not more than 35 days after notice of his/her selection. The arbitrator shall not have power to add to, alter, subtract from, disregard, change, or modify any terms of this agreement.
- e. The arbitrator shall render advisory findings and conclusions and a recommended decision (“Recommendation”) within ten (10) days after the termination of the hearing. The findings, conclusions, and recommendations shall be served on the grievant, CSEA, Board, and the Superintendent.
- f. At the next regular board meeting that is scheduled at least ten (10) days after the Board’s receipt of the Recommendation but not later than 30 days after receipt of the Recommendation, the Board shall issue a final decision in writing.

#### 13.5.3. Hearing Procedures

- a. The grievant or his/her representative shall be permitted to make an opening statement. Thereafter, the District shall be permitted to make an opening statement. Opening statements shall not be treated as evidence.
- b. Each party, beginning with the grievant, may call and question witnesses and introduce oral and written evidence relevant to the grievance. Technical rules of evidence shall not apply, but relevant evidence may be admitted and considered only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The burden of proof shall be on the grievant.
- c. To avoid duplicative or irrelevant evidence, the Board or Arbitrator may require a party to state the nature of the proposed testimony or document as a condition to introducing the testimony or document at the hearing.
- d. Each party and any witnesses who will testify during the hearing shall be sworn in by the Board or Arbitrator. Any person who declines to be sworn in shall not be permitted to testify.
- e. Each party may cross-examine any witnesses called by the other party.
- f. The Board or Arbitrator also may question any witness who testifies at the hearing.
- g. The grievant shall be permitted to make a closing statement. Then the District shall be permitted to make a closing statement.
- h. The Board may have an attorney in an advisory capacity to assist with the hearing process and provide legal counsel.
- i. The hearing shall be closed and confidential to the extent allowable under applicable law.

- j. All witnesses (except the grievant and the District’s representative) shall be excluded from the hearing room prior to testifying and, unless the hearing is public, shall leave the hearing room after completion of their testimony.
- k. Notices required or permitted to be given pursuant to this Article shall be in writing and served personally, by U.S. mail, or by email.

1. Notices to the District shall be personally delivered to the Superintendent/Principal, addressed to the Superintendent/Principal at the Two Rock School District Office mailing address, or addressed to the Superintendent/Principal at his/her district-assigned email address with the subject line “GRIEVANCE”.

2. Notices to the Grievant shall be personally delivered to the Grievant, mailed to the Grievant at his/her last known address on file in the District Office, or emailed to the Grievant at his/her district-assigned email address with the subject line “GRIEVANCE”.

3. Notice shall be deemed served upon personal delivery, two days after deposit in the U.S. mail with postage prepaid, or one day after emailing.

### 13.6. Miscellaneous

13.6.1. No administrator shall be required, within a five (5) day period, to handle more than one (1) grievance. If more than one (1) grievance is pending during these time limitations, time limits imposed on the administrator shall be extended by five (5) days.

13.6.2. Since it is important that the grievances be processed promptly, 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 written, mutual agreement. Absent such written, mutual agreement, a grievant’s failure to meet a time limit shall result in waiver of the grievance.

13.6.3. Documents, communications, and records dealing with the processing of a grievance will not be kept in the personnel file of any of the participants.

13.6.4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent/Principal and the Association and distributed by the Association so as to facilitate operation of the grievance procedure.

13.6.5. No reprisals of any kind will be taken by the Superintendent/Principal or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association, or any participant in the grievance procedure by reason of such participation.



- 13.6.6. A unit member may be represented in the grievance procedure, beginning at Level I, by himself or herself, or at his/her option, by a representative selected by the Association.
- 13.6.7. Any unit member may at any time present grievances to the District and have such grievance adjusted, without the intervention of the Association, as long as the adjustment is consistent with the terms of this Agreement and provided that the District shall not agree to a resolution of grievance until the Association has received a copy of the grievance and the proposed resolution and been given five (5) days to file a response.

## **Article 14 LAYOFFS AND REDUCTION IN HOURS**

### 14.1. Definitions of Layoff or Reduction in Hours

14.1.1. Layoff shall occur only for lack of work and/or lack of funds, and means a total separation from service.

14.1.2. Reduction in hours is defined as either a reduction in the number of hours worked per day, per week, per month or per year. A reduction in hours does not involve a total separation from service.

14.1.3. Layoffs and reductions in hours shall be in accordance with the procedures specified in this Article, and all Education Code references to layoffs shall apply to reductions

### 14.2. Notice of Layoff

The District shall notify the unit member of any layoff not less than sixty (60) calendar days prior to the effective date of the layoff. The notice shall be served personally or by certified mail.

### 14.3. Order of Layoff

The least senior unit member in the classification being affected by the layoff shall be laid off first. Seniority shall be based on the date of hire for the unit member in the class plus higher classes. Within five (5) business days after personal delivery or mailing of the notice of layoff, the unit member shall notify the Superintendent or designee of his/her intention to exercise bumping rights, if any. The right to bump shall be limited to the position held by the least senior unit member with like or lesser F.T.E. in a classification formerly held by the unit member who received the notice of layoff.

### 14.4. Equal Seniority

If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off will be made by lot.

### 14.5. Reemployment Rights

Laid-off persons are eligible for reemployment for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedent over any new applicants to the extent provided by law.

### 14.6. Notification of Reemployment Opening

A laid off employee shall be notified in writing by the District of vacancies in his/her former classification. Such notice shall be sent by certified mail to the last address given to the District by the employee and shall be deemed received two calendar days (excluding Sundays and postal holidays) after mailing. If preferred by the laid off employee, notice of such vacancies shall be sent by email to the address provided by the laid off employee and shall be deemed received on the next calendar day.

### 14.7. Employee Notification to District

A laid off employee shall notify the District of his or her intent to accept or refuse reemployment with five (5) business days following receipt of the reemployment notice.

If the employee accepts reemployment, the employee must report to work within ten (10) business days following receipt of the reemployment notice, unless the District agrees to a longer period to return to work. If a laid off employee declines reemployment more than one time, his/her name shall be removed from the reemployment list.

14.8. Retirement in Lieu of Layoff

Any unit member may elect to take a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such unit member shall within ten (10) business days prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.

14.9. Seniority List

The District shall maintain a seniority list indicating each unit member's date of hire.

14.10. Seniority during Involuntary Unpaid Status

Upon return to work, the unit member shall be restored to all the benefits and burdens and the break in service shall be disregarded for seniority purposes only. During the layoff period, the individual will not earn vacation, sick leave, holidays or other leave benefits.

14.11. Effects of Layoff

After receiving a notice of layoff, a unit member may take up to two (2) days of leave without loss of pay to seek other employment if the unit member provides at least 24 hours advance notice to the Superintendent. This section establishes complete rights of CSEA and its unit members regarding the effects of layoff.

## **Article 15 DISCIPLINE PROCEDURES**

### 15.1. Probationary Period

15.1.1. Classified unit members shall serve a period of probation as specified in Article 4.

15.1.2. During the probationary period, a classified unit member may be released without cause.

### 15.2. Permanent Classified Unit Members – Discipline & Dismissal

Discipline shall be imposed on a permanent unit member only for cause pursuant to this Article. No disciplinary action shall be taken for any cause, which arose when the unit member was probationary or more than two (2) years preceding the date of the filing of the Statement of Charges, unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the cause to the District.

### 15.3. Pre-Disciplinary, Corrective Action

Prior to initiating Disciplinary Action, District will implement corrective steps below to assist the unit member to improve performance. The District may skip corrective steps based on the nature or severity of the conduct.

15.3.1. Verbal Counseling – Informal discussion with the unit member regarding any performance issue. The District may provide written documentation of the discussion which, absent subsequent performance issues, will not be placed in the unit member's personnel file.

15.3.2. Letter of Reprimand – Notice to a unit member that disciplinary action may be taken if unit member's performance does not improve. The letter will specify the areas where improvement is required and provide guidelines for improvement. A letter of reprimand may be placed in a unit member's personnel file ten (10) days after giving the unit member a copy and notice of opportunity to reply.

### 15.4. Types of Disciplinary Action

15.4.1. Demotion: A unit member may be demoted to a lower salary classification for cause.

15.4.2. Suspension: A unit member may be suspended for cause for a period of up to thirty (30) days without pay.

15.4.3. Dismissal: A unit member may be dismissed for cause in accordance with this procedure.

### 15.5. Disciplinary Causes

In addition to any disqualifying or actionable cause otherwise provided for by statute or by policy or regulation of the District, each of the following constitutes cause for personnel action against a permanent unit member.

15.5.1. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

- 15.5.2. Incompetence
- 15.5.3. Inefficiency
- 15.5.4. Neglect of duty
- 15.5.5. Insubordination
- 15.5.6. Dishonesty
- 15.5.7. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee, other employees, or students.
- 15.5.8. Possession, sale or otherwise furnishing or being under the influence of any controlled substances defined in the Health and Safety Code.
- 15.5.9. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties or responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- 15.5.10. Absence without authorized leave or repeated unexcused tardiness or absences.
- 15.5.11. Disorderly or unprofessional conduct.
- 15.5.12. Discourteous treatment of the public, students or other employees.
- 15.5.13. Improper political activity.
- 15.5.14. Willful disobedience.
- 15.5.15. Misuse of district property.
- 15.5.16. Violation of district or board rule, policy or procedure.
- 15.5.17. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the unit member's class specification, or otherwise necessary for the employee to perform the duties of the position.
- 15.5.18. Discrimination, including harassment, on any unlawful basis including, but not limited to, race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, sexual orientation, or age against the public or other employees while acting in the capacity of a district employee.

Except as defined in sections above, no disciplinary action shall be taken for any cause which arose while the unit member was probationary.

15.6. Commencement of Disciplinary Action: Written Statement of Charges

- 15.6.1. The Superintendent/Principal shall notify the unit member of his/her recommendation for disciplinary action by serving the unit member with a Statement of Charges. The Statement of Charges shall contain the following:
  - a. A statement of the specific charges against the unit member including:

1. A statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based; and
  2. A statement of the cause for the recommended disciplinary action. If it is claimed that the unit member has violated a District regulation or order, that regulation or order must be set forth.
- b. A statement of the recommended disciplinary action.
  - c. A statement of the unit member's right to a hearing on the charges and to be represented at such hearing by a representative of his/her choice at his/her own expense;
  - d. The right to have such hearing conducted in open or closed session in accordance with applicable law;
  - e. A statement that any request for hearing must be in writing and received in the District Office within five (5) business days after service of the Statement of Charges on the unit member.

15.6.2. The Statement of Charges shall be accompanied by a form which, when completed and returned by the unit member, shall constitute a demand for a hearing and a denial of all charges. Unit member shall include the name and contact number of his/her representative/attorney on the request for hearing form. Failure to complete and submit request a hearing within the specified time shall be deemed a waiver of the right to a hearing.

15.6.3. The Superintendent/Principal shall serve the Statement of Charges on the unit member, either by personal service, certified U.S. mail, or courier service. The Statement of Charges shall be deemed served upon personal service. If served by certified mail or courier service, service shall be complete upon delivery to the unit member's address on file in the District Office, or two days after deposit in the U.S. mail, correctly addressed to the unit member at his/her address on file in the District Office, with postage prepaid, whichever is earlier.

15.7. Access to Material

The unit member or his/her authorized representative may, upon request, have copies of the material upon which the statement of charges is based.

15.8. Pre-Disciplinary Conference

If desired by the employee, the employee may request a Pre-Disciplinary Conference. The Pre-Disciplinary Conference will be before a district management employee, who was not involved in the events underlying the charges or in the investigation or the filing of the charges, or a certificated administrator from another nearby school district whom the Superintendent/Principal will make a good faith effort to identify. If there is no other district management employee or certificated administrator available, as determined by the Superintendent/Principal in good faith, the Pre-Disciplinary Conference shall be with the Superintendent/Principal. The purpose of the Pre-Disciplinary Conference is to give the employee a pre-hearing opportunity to respond orally and/or in writing to the charges.

The Pre-Disciplinary Conference shall take place no later than eight (8) days after service of the Statement of Charges, unless the parties otherwise mutually agree. The employee shall be afforded a reasonable period of time during his/her working hours to meet with a CSEA representative to discuss and to prepare. Any written response from the employee shall be due no later than eight (8) days after service of the Statement of Charges.

The employee may bring a representative of his/her choice to the Pre-Disciplinary Conference, at his/her cost, provided he/she notifies the district management employee or Superintendent/Principal of the representative's name and contact information at the time he/she requests a Pre-Disciplinary Conference.

Within three days after the Pre-Disciplinary Conference, the Superintendent/Principal shall notify the employee of his/her decision, if any, to modify the causes or disciplinary action specified in the Statement of Charges.

#### 15.9. Request for Hearing

The unit member shall be entitled to a hearing prior to imposition of disciplinary action if he/she submits a request for hearing and it is received in the District Office, addressed to the attention of the Superintendent/Principal, within five (5) business days after service of the Statement of Charges.

#### 15.10. Hearing by the Board or Hearing Officer

The Board shall determine if the hearing on the Statement of Charges will be heard by the Board or a Hearing Officer.

##### 15.10.1. Hearing by the Board

- a. The Board shall schedule the matter for a hearing on a date selected by the Board. The hearing date shall be at least (20) days after the service of the Statement of Charges, unless parties mutually agree otherwise.
- b. The hearing shall be conducted in accordance with the procedures specified in section 15.10.3.
- c. Within fifteen (15) days after the hearing the Board shall issue a decision in writing which shall set forth its findings of facts, reasoning, and conclusions. The Board shall deliver its decision in person or by certified U.S. mail to the employee and his/her designated representative. If desired, the employee and/or his/her designated representative may submit a written request for service by email.

##### 15.10.2. Hearing by a Neutral Hearing Officer

- a. The Superintendent or his/her designee shall make arrangements for the selection of a Hearing Officer through the State Mediation & Conciliation Service (SMCS). The Hearing Officer shall be selected jointly by the parties. Each party shall alternatively strike a name from the list of provided by SMCS until only one name remains. Subject to 15.10.2,

paragraph (b), the remaining panel member shall be the Hearing Officer. The order of striking shall be determined by lot.

- b. If the last person on the list is not available to hear the matter within 35 days after the Superintendent/Principal notifies him/her of his/her selection, subject to the unit member's agreement, the Superintendent/Principal may select the person whose name was the second to last name remaining on the list, provided that person will be available to hear the matter within 35 days after the Superintendent/Principal notifies him/her of his/her selection.
- c. The Hearing Officer shall convene a hearing at the earliest practicable date after his/her selection. The Hearing Officer shall not have the power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement.
- d. The Hearing Officer shall render advisory findings and conclusions and his/her recommended decision ("Recommendation") and send them to the Board, the Superintendent/Principal, the unit member, and the unit member's representative, if any, within ten (10) days after the conclusion of the hearing.
- e. The Board shall provide the employee with sufficient notice of the date of the Board meeting at which it will consider and act upon the Hearing Officer's Recommendation. The employee shall have the right, either personally or through his/her designated representative, to address the Board regarding to the Hearing Officer's decision before the Board takes action, which shall be in closed session, unless the unit member requests open session.
- f. At the next regular board meeting that is scheduled at least ten (10) days after the Superintendent/Principal's receipt of the Hearing Officer's Recommendation but not later than thirty (30) days after receipt of the Hearing Officer's Recommendation, the Board shall issue a final written decision in writing and cause it to be served upon the employee and his/her designated representative by personal delivery or certified U.S. mail, or if requested in writing, by email.

### 15.10.3. Hearing Procedures

Any hearing conducted by the Board or a Hearing Officer shall be in accordance with the procedures in this section.

- a. The District shall be permitted to make an opening statement. Thereafter, the unit member or his/her representative shall be permitted to make an opening statement. Opening statements shall not be treated as evidence.
- b. Each party, beginning with the District, may call and question witnesses and introduce oral and written evidence relevant to the Statement of Charges. Technical rules of evidence shall not apply. Relevant evidence may be admitted and considered only if it is the kind of evidence upon



which reasonable persons are accustomed to rely in the conduct of serious affairs. The burden of proof shall be on the District to establish cause for the disciplinary action based on substantial evidence.

- c. To avoid duplicative or irrelevant evidence, the Board or Hearing Officer may require a party to state the nature of the proposed testimony or document as a condition to introducing the testimony or document at the hearing.
- d. Each party and any witnesses who will testify during the hearing shall be sworn in by the Board or Hearing Officer. Any person who declines to be sworn in shall not be permitted to testify.
- e. Each party may cross-examine any witnesses called by the other party.
- f. The Board or Hearing Officer also may question any witness who testifies for or at the request of either party.
- g. The unit member or representative shall be permitted to make a closing statement followed by the District.
- h. The Board may have an attorney to assist and advise during the hearing.
- i. The hearing shall be closed and confidential allowable by applicable law.
- j. All witnesses (except the unit member and the District's representative) shall be excluded from the hearing room prior to testifying and, unless the hearing is public, shall leave the hearing room after completion of their testimony.
- k. Notices.
  - 1. Notices to the District shall be personally delivered to the Superintendent/Principal, addressed to the Superintendent/Principal at the Two Rock School District Office mailing address, or addressed to the Superintendent/ Principal at his/her district-assigned email address with the subject line "DISCIPLINARY ACTION".
  - 2. Notices to the unit member shall be personally delivered to the unit member, mailed to the Grievant at his/her last known address on file in the District Office, or emailed to the unit member at his/her district-assigned email address with the subject line "DISCIPLINARY ACTION".
  - 3. Notice shall be deemed served upon personal delivery, two days after deposit in the U.S. mail with postage prepaid, or one day after emailing.
- l. The effective date of the decision shall be the date of the Governing Board's decision.

15.11. Administrative Leave

While a dismissal action is pending, the Superintendent may suspend a unit member with pay by giving a written notice to the unit member and to CSEA when due to the nature of acts or omissions alleged as the bases for dismissal, the Superintendent believes that the unit member's presence presents a danger to persons or substantial disruption to the operations of the District. The unit member shall remain in paid status until a final decision on statement of charges has been made.

15.12. Compulsory Leave – Sex Offenses and Controlled Substances Offenses

Whenever a unit member is charged with a mandatory leave of absence offense, as defined in Education Code section 44940, subdivision (a), the Governing Board shall immediately place the unit member on a compulsory leave of absence for a period of time extending for not more than 10 days after the date of entry of the judgment in the proceedings. Once the unit member is placed on leave of absence, he/she shall be subject to the provisions of Education Code section 44940.5

Whenever a unit member is charged with an optional leave of absence offense, as defined in Education Code section 44940, subdivision (b), the Governing Board may immediately place the unit member on a compulsory leave of absence in accordance with the provisions of Education Code section 44940.5.

**Article 16 TERM AND REOPENERS**

16.1. Term

This term of this Agreement shall July 1, 2018, to June 30, 2021.

16.2. Reopeners

2018-2019 - No Reopeners

2019-2020 - Article 7 Compensation and Allowances

The parties agree that negotiations for 2019-20 will commence after issuance of the second interim report, which is anticipated to occur on or about March 15, 2019.

2020-2021 – Article 7 Compensation and Allowances and one article of the party’s selection.

**Two Rock Union School District**

**CSEA**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Betha MacClain, Superintendent

\_\_\_\_\_  
Marilee Gatlin, President, CSEA,  
Chapter 897

DATE: \_\_\_\_\_

\_\_\_\_\_  
Rebecca Hernandez, Labor Relations  
Representative

## APPENDIX A – CLASSIFIED SALARY SCHEDULE

| Year/Step | Class |       |       |       |       |       |       |       |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|
|           | A     | B     | C     | D     | E     | F     | G     | H     |
| 1         | 12.36 | 13.00 | 14.59 | 16.81 | 16.84 | 21.05 | 21.96 | 22.84 |
| 2         | 13.00 | 13.63 | 15.62 | 17.47 | 17.59 | 21.90 | 23.07 | 23.99 |
| 3         | 13.63 | 14.28 | 16.63 | 18.09 | 18.34 | 22.76 | 24.22 | 25.19 |
| 4         | 14.28 | 14.94 | 17.66 | 18.74 | 19.09 | 23.62 | 25.37 | 26.38 |
| 5         | 14.94 | 15.57 | 18.69 | 19.38 | 19.82 | 24.47 | 26.69 | 27.76 |
| 6         | 15.57 | 16.23 | 19.72 | 20.02 | 20.57 | 25.32 | 27.36 | 28.45 |
| 7         | 15.90 | 16.55 | 20.24 | 20.35 | 21.32 | 26.17 | 28.04 | 29.16 |
| 8         | 16.23 | 16.87 | 20.77 | 20.67 | 21.42 | 26.30 | 28.75 | 29.90 |
| 9         | 16.55 | 17.21 | 21.29 | 21.00 | 21.54 | 26.43 | 29.47 | 30.65 |
| 10        | 16.87 | 17.53 | 21.81 | 21.32 | 21.64 | 26.57 | 30.21 | 31.42 |
| 11        | 16.97 | 17.64 | 21.94 | 21.46 | 21.75 | 26.69 | 30.38 | 31.60 |
| 12        | 17.09 | 17.74 | 22.08 | 21.59 | 21.86 | 26.83 | 30.57 | 31.79 |
| 13        | 17.18 | 17.85 | 22.20 | 21.71 | 21.97 | 26.97 | 30.75 | 31.98 |
| 14        | 17.29 | 17.94 | 22.33 | 21.84 | 22.08 | 27.10 | 30.92 | 32.16 |
| 15        | 17.38 | 18.05 | 22.46 | 21.96 | 22.18 | 27.23 | 31.11 | 32.35 |
| 16        | 17.50 | 18.16 | 22.60 | 22.11 | 22.30 | 27.38 | 31.29 | 32.54 |
| 17        | 17.59 | 18.28 | 22.73 | 22.23 | 22.41 | 27.51 | 31.48 | 32.74 |
| 18        | 17.70 | 18.38 | 22.87 | 22.37 | 22.53 | 27.64 | 31.67 | 32.94 |
| 19        | 17.80 | 18.48 | 23.00 | 22.49 | 22.63 | 27.78 | 31.87 | 33.14 |
| 20        | 17.91 | 18.59 | 23.14 | 22.63 | 22.74 | 27.92 | 32.04 | 33.32 |

Class:

- A: Instructional Assistant/Daycare Assistant/Lunch Assistant
- B: Special Education/Bilingual Instructional Assistant
- C: Librarian/Media Specialist – Applies to employees hired after April 10, 2014.
- D: Secretary/Account Technician/Assistant Daycare Director – Applies to employees hired after April 10, 2014.
- E: Custodian/Grounds
- F: Facilities Manager
- G: Speech and Language Pathology Assistant I
- H: Speech and Language Pathology Assistant II

Board Approved  
Effective Date: July 1, 2018

# APPENDIX B – PERFORMANCE EVALUATION FORM

TWO ROCK UNION SCHOOL DISTRICT

## CLASSIFIED PERSONNEL PERFORMANCE EVALUATION CSEA

Rating Period \_\_\_\_\_ to \_\_\_\_\_

Probation  180 days  
 9 month  
 Annual

Not Applicable..... Factor does not apply to this position.  
 Unsatisfactory ..... Employee's performance is unsatisfactory and definitely not up to standard. Specific explanation must be made on the report.  
 Needs to Improve..... Employee should concentrate effort to bring performance up to work standards. This is not to be construed as a notice of unsatisfactory service not as a disciplinary action.  
 Competent ..... Employee's performance clearly and consistently meets standards.  
 Outstanding..... Employee's performance is superior, significantly exceeding job requirements.

Employee \_\_\_\_\_  
 Classification \_\_\_\_\_  
 Evaluating Supervisor \_\_\_\_\_

### SECTION I: PERFORMANCE FACTORS

| A. Quality of Work                           | NOT APPLICABLE           | UNSATISFACTORY           | NEEDS TO IMPROVE         | COMPETENT                | OUTSTANDING              |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. Performs duties accurately and completely | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Demonstrates creativity                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### B. Quantity of Work

|  |                          |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 3. Completes required tasks in a reasonable amount of time | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|

Comments on Quality and Quantity of Work

### C. Work Habits And Behavior

| C. Work Habits And Behavior  | NOT APPLICABLE           | UNSATISFACTORY           | NEEDS TO IMPROVE         | COMPETENT                | OUTSTANDING              |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 4. Plans, organizes, and prioritizes effectively   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Demonstrates skill levels necessary for the performance of assigned tasks                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Uses materials and equipment economically   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Exhibits good safety habits   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Works effectively under stress  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Demonstrates understanding of department's objectives and works effectively toward achieving them | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Demonstrates thorough knowledge of present job responsibilities                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Complies with District policies, regulations, and procedures                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Demonstrates adaptability and flexibility in new work situations                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Willingly accepts tasks that will require a degree of responsibility                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Demonstrates willingness to accept suggestions and/or direction in the performance of tasks      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments on Work Habits And Behavior

**SECTION I: PERFORMANCE FACTORS (continued)**

| <b>D. Punctuality</b>  | NOT APPLICABLE | UNSATIS-FACTORY          | NEEDS TO IMPROVE         | COMPETENT                | OUT-STANDING |
|--|----------------|--------------------------|--------------------------|--------------------------|--------------|
| 15. Complies with assigned working schedule  |                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |              |
| 16. Maintains good attendance record   |                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |              |
| 17. Contacts supervisor at earliest opportunity if absence or tardiness is unavoidable |                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |              |

**E. Dependability**

|  |                          |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 18. Works effectively in absence of supervisor     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. Exercises independent judgment effectively     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. Maintains confidentiality                      |                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 21. Responds appropriately in emergency situations |                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments on Punctuality and Dependability:

| <b>F. Personal Relations</b>   | NOT APPLICABLE | UNSATIS-FACTORY          | NEEDS TO IMPROVE         | COMPETENT                | OUT-STANDING             |
|--|----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 22. Demonstrates Courtesy and patience                               |                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. Works effectively with students, community, and fellow employees |                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**G. Personal Qualities**

|   |                          |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 24. Exhibits appropriate work attire          |                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 25. Uses language appropriate to the position |                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. Shows interest and takes initiative       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments on Personal Relations and Personal Qualities:

| <b>H. Other Factors (if applicable)</b>                                | NOT APPLICABLE           | UNSATIS-FACTORY          | NEEDS TO IMPROVE         | COMPETENT                | OUT-STANDING             |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 27. Assigns and reviews work of subordinates as directed by supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. Demonstrates leadership in relationships with subordinates         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 29.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 30.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 31.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments on Other Factors:

**SECTION II: AREAS OF EMPHASIS**

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**I. Strengths of Employee**

**J. Areas Needing Improvement**

**K. Suggestions for Improvement**

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**SECTION III: SUMMARY EVALUATION**

**Unsatisfactory**

**Needs to Improve**

**Competent**

**Outstanding**

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**SECTION IV: EMPLOYEE'S COMMENTS**

I have read this evaluation and have had a conference with my supervisor .....  YES  NO

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SIGNATURE OF SUPERVISOR

DATE

SIGNATURE OF EMPLOYEE

DATE

After signing make two copies and distribute to:

- Personnel File
- Supervisor
- Employee

Original  
One copy  
One copy

In Signing the Classified Personnel Performance Evaluation, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily indicate agreement with the conclusions of the rater. The employee has the right to make comments regarding this evaluation. These comments must be submitted in writing within 10 working days to the Supervisor. Both report and comments will be filed in the employee's personnel folder.

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