

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**EL TEJON UNIFIED SCHOOL DISTRICT**  
**AND**  
**CHAPTER 552 OF THE**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**



**July 1, 2022 – June 30, 2025**

**(February 2024)**

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APPENDICES:

- A 2023-2024 Classified Salary Schedule
- B Dues and Initiation Fee Schedule
- C Employee Evaluation Form

## **ARTICLE I INTRODUCTION**

A. This Agreement and the provisions contained herein constitute a bilateral and binding agreement by and between **CHAPTER #552 OF THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** ("Exclusive Representative" or "Association"), an employee organization, and the **EL TEJON UNIFIED SCHOOL DISTRICT** ("District").

B. This Agreement is entered into pursuant to Sections 3540-3549 of the California Government Code (the "Act").

C. The parties agree that the District, its officers, agents, and representatives, as well as the employees, their Association officers, agents, and representatives shall give full and faithful adherence to the terms and conditions of this Agreement.

D. No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of his/her age, race, national origin, religion, sex, marital status, or physical handicap or the exercise of any rights guaranteed by law or by this Agreement.

## **ARTICLE II RECOGNITION**

A. The District recognizes the Association as the Exclusive Representative for the following unit:

Classified employees ("employees") in the service of the District except management, confidential, or supervisory employees as designated by the District pursuant to the provisions of the Act, substitutes, and all certificated employees.

B. The District shall notify the Exclusive Representative of any newly created classified position, including the salary range and job duties, prior to the posting of the position. If the new position is not designated as management, confidential, or supervisory, it shall be placed in the bargaining unit and be subject to the terms of this Agreement.

### **ARTICLE III WAGES**

A. The 2023-2024 Classified Salary Schedule is attached to this Agreement as Appendix A and is effective July 1, 2023. Unless otherwise negotiated, the District agrees that the classified bargaining unit will receive the same increase/payment negotiated with any other district bargaining unit. CSEA reserves the right to negotiate salary schedule increases in future negotiations.

B. Rules and regulations pertaining to salary and employee expenses, which are coterminous with the terms of this Agreement, are as indicated below:

1. Upon termination of this Agreement, employees who are re-employed for the following school year shall be paid the same salary as for the final year of this Agreement until such time as the parties ratify a new Agreement.

2. Deductions for time not worked in the employee's regular assigned workday shall be made on the basis of actual time of absence, which shall be taken in one-quarter hour increments.

3. Pursuant to California Education Code Sections 44032 and 44033, the District shall provide for the payment of the actual and necessary expenses, including traveling expenses and mileage, of any employee of the District incurred in the course of performing services for the District whether within or outside the District. Employees shall file a written request for reimbursement on forms provided by the District.

4. The District agrees to provide all tools, equipment, and supplies required for performance of any employee's duties. The District agrees to compensate an employee for loss or damage to personal property used by the employee in the regular performance of the employee's duties, as long as the employee has received prior written approval from the District for use of the personal property on district business. An annual written inventory of personal property must be submitted to the Superintendent to receive approval of personal property for business use.

5. Should the duties of an employee require use of special safety equipment, the District agrees to furnish such equipment.

6. Employees whose assigned shift exceeds six hours per day and contains one or more periods of unpaid time of two hours or more per day shall be paid a shift differential premium of 5% above the regular rate of pay for all hours worked.

7. The District shall pay and reimburse employees for hours worked, fees paid, licenses renewed, and any time in training required for the position or requested by the District. This does not include California driver's licenses.

8. Tests and/or physical examinations, including T.B. tests and fingerprints, required as a condition of continued employment shall be paid for by the District.

9. An employee whose regular assigned workday includes four or more hours of work beyond 6:00 p.m. shall receive differential pay of 5% of the employee's regular pay rate for all hours worked.

10. If an error is made in the calculation or reporting of any classified payroll or in the payment of any classified employee's salary, the error shall be corrected and a supplemental check issued no later than five workdays after the error as provided by Education Code Section 45167. Upon employee request, the District shall provide the employee with a timesheet and payroll check stub.

C. A new-hire shall be placed at Step 1 of the appropriate salary rate. If exceptional recruiting difficulties are encountered, or an individual with unusually high qualifications is being considered for employment, the Superintendent may place the new hire at Step 3.

1. Each year thereafter the employee will be advanced one step on the salary schedule within the classification until the maximum is reached.

2. An employee hired prior to January 1 of any fiscal year (July 1 thru June 30) will receive a salary advancement to the next step at the beginning of the next fiscal year.

D. An employee promoted by the District from one classification to another classification shall be placed on the salary schedule of the new classification at the step that results in at least a 5% increase in salary, unless placement at the maximum step does not result in a 5% increase.

E. Longevity stipends for service to the District shall be as follows:

- Beginning at the 10th year - \$700 per year
- Beginning at the 15th year - \$1,400 per year
- Beginning at the 20th year - \$2,100 per year
- Beginning at the 25th year - \$2,800 per year
- Beginning at the 30th year - \$3,500 per year

F. An employee whose job description requires proficiency in a second language and who passes a bilingual proficiency examination shall receive a stipend of 5% of the regular rate of pay for the employee's classification.

G. The District Superintendent or designee shall designate two (2) classified staff as bilingual translator(s) per school site each year. An employee designated as the school site bilingual staff shall receive a stipend of \$500.00 per year above their regular rate of pay for the hours translating (oral or written). The stipend shall be paid half in December and the remaining half in April of each year.

**ARTICLE IV  
PROFESSIONAL GROWTH**

A. The District will compensate employees for Professional Growth activities in accordance with the following criteria:

1. Employees must receive written district approval prior to enrolling in any course which will be used for Professional Growth credit.
  - a. Courses must be completed with a grade of "C" or better or a "Pass" when the course offers only "Pass-Fail" grades.
  - b. Each course must be directly related to the employee's assignment or to a promotional opportunity.
  - c. Courses must be completed prior to August 31 for credit during the next school year.
  - d. A maximum of 12 semester units may be earned for Professional Growth credit.
2. The annual stipend shall be \$150 for each three semester units completed in accordance with the provisions of this section. The stipend shall be provided on an ongoing annual basis.
3. Employees who sign up on sub-lists will be provided training by the District to provide required job knowledge and skills for the position.



**ARTICLE V  
HEALTH AND WELFARE BENEFITS**

A. For the 2023-2024 benefit plan year, the District will contribute \$1,445.70 per month for health and welfare benefits on behalf of each eligible classified bargaining unit employee and eligible dependents. For the 2023-2024 benefit plan year, the District will contribute the SISC composite rate premium for each eligible employee and eligible dependents each month for the following health and welfare benefit plans:

- Blue Cross 80G \$30 copay and Rx 200/10-35
- Delta Dental (DD 1000; A 50/1000)
- Vision Service Plan (Signature B \$10/\$25)
- SISC Life Insurance Policy \$20,000)

Employees may elect to upgrade to Anthem Dental (DHN 4000; Ortho 2000) at employees cost.

B. Except as set forth below, the District shall contribute the full amount specified in paragraph A, inclusive, of this Article for an employee who works any combination of regular assigned daily hours (excluding overtime) that equal 20 or more hours per week.

1. A part-time employee hired by the District after July 1, 1989, and any part-time employee hired by the EI Tejon Union School District after July 1, 1986, who works any combination of regular assigned daily hours (excluding overtime) that equal 25 hours per week is eligible to enroll in the benefit package set forth in paragraph A, inclusive, of this Article.

a. The District shall contribute the full amount specified above for an employee whose regular assignment is any combination of daily hours that equal 30 or more hours per week.

b. For an employee who works any combination of regular assigned daily hours (excluding overtime) which equals 25 or more, but less than 30, hours per week, the District's contributions shall be equal to 62.5% of the amounts specified above.

2. Effective March 15, 1993, except for those employees covered by the provisions of paragraphs B.1.a or B.1.b of this Article, a part-time employee whose regular daily assignment is four hours per day, five days per week, is eligible to enroll in the benefit package set forth in paragraph A of this Article pursuant to the following:

a. The District agrees to make a pro rata contribution for the benefit package based upon the ratio of the employee's regular assigned workday, workweek, and work year to a full-time workday, workweek, and work year.

b. The remainder of the required monthly contribution shall be deducted from the paycheck of the part-time employee. The deduction shall be adjusted to provide for total payment of the employee's share prior to the end of each fiscal year.

3. An employee whose regular assignment totals less than 20 hours per week shall not be eligible to enroll in the health and welfare benefits specified above.

C. No in-lieu payments or contributions to programs other than those that the District provides above shall be paid by the District for any employee who elects not to subscribe to the benefits provided by this Article.

D. The District agrees to make a medical insurance contribution for an employee who has at least 15 years of combined service to this District and its predecessor, the El Tejon Union School District, who retires between the ages of 50 and 65. The contribution will cease when the employee reaches age 65. The contribution shall be equal to the single rate for a retired employee.

E. The District agrees to make a contribution toward the Medicare Supplement insurance for each retired employee who has reached age 65, subject to the following:

1. The employee must have worked for this District and its predecessor, the El Tejon Union School District, for a combined total of 30 years and must have retired from this District directly into the Public Employees Retirement System.

2. The employee must have maintained membership in the District's medical insurance program for one year prior to retiring. If the employee has not reached age 65 at the time of retirement, the employee must maintain membership and eligibility in the District's medical insurance program until reaching age 65.

3. The employee must enroll in both Medicare A and B. Failure to enroll and maintain enrollment in Medicare A and B will terminate the District's obligation under this section.

4. The contribution shall be equal to the single rate for a retired employee.

5. This benefit shall apply only to an employee who retires on or after July 1, 1989.

F. Items D and E of Article V do not apply to any classified employee hired after February 9, 2005.

G. The District agrees to provide the surviving spouse and eligible dependent(s) of any deceased employee with the health and welfare benefit contribution which had been made on behalf of the employee for a period of three months following the death of an active classified employee, as long as such practice is allowed by the health and welfare benefit provider(s).

## ARTICLE VI VACATIONS AND HOLIDAYS

A. For an employee who serves less than full time as set forth in this Agreement, vacations and holidays which occur within the employee's work year shall be earned at the ratio of the employee's assigned hours to a regular full-time classified workday. Vacation shall be earned as follows:

1. For employees with one year but less than five years of service to the District, 10 vacation days per year for a 12-month employee (.833 vacation days per month of service).
2. For employees with five years but less than 10 years of service, 15 vacation days per year for a 12-month employee (1.25) vacation days per month of service).
3. For employees with more than 10 years of service, 20 vacation days per year for a 12-month employee (1.67 vacation days per month of service).
4. For the purposes of this Article, the terms "years of service" and "seniority" shall combine years of service to this District with years of service to the El Tejon Union School District.

B. Employees earn a fractional part of their vacation each month as set forth above. The amount of vacation earned each year will depend upon the years of service in the District, the number of months worked during the year, and the number of hours worked each day. Fractions of accrued vacation days shall be rounded up to the nearest one-half day.

C. Whenever possible, vacations shall be scheduled at times requested by employees during times other than student attendance days and within the limitations of the District's work requirements and job needs. If two employees request the same vacation days, the employee with the greatest seniority shall be given preference. All vacation requests must be submitted by October 31. Vacation requests submitted after October 31 will be granted in an "as received" order whereby the employee will not be able to exercise her/his seniority unless two requests for the same time are received simultaneously.

1. All employees may carryover up to two years allotted annual vacation. If the carryover amount is greater than two-year accrual, the employee shall be paid out any portion above the maximum accrual amount on June 30.

D. Upon leaving the employment of the District, the employee shall be compensated for all vacation time that is not used, except that an employee who has been employed by the District for less than six months shall not be entitled to pay for any vacation time.

E. Employees shall receive the following holidays:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day

- The day after Thanksgiving Day
- December 24 (in lieu of Admissions Day)
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Monday after Easter
- Memorial Day
- Juneteenth

F. To be paid for the holiday, an employee must be on duty or on previously approved paid leave of absence status on the day immediately preceding or succeeding the holiday. Employees not normally assigned to duty during the Winter recess, which includes New Year's Day and Christmas Day, shall be paid for those holidays, provided they were on duty or on approved paid leave of absence status on their regularly scheduled workday immediately preceding or succeeding the Winter recess. An employee on sick leave on a day preceding or succeeding any holiday may be required to furnish a physician's verification of illness. The District shall not be arbitrary in asking for verification.

G. When a holiday falls on a Saturday, the preceding workday not the holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not the holiday shall be deemed to be that holiday.

H. Employees who are assigned to work on the Friday of Spring break and/or New Year's Eve Day may be released early when job requirements are satisfied.

I. An employee who is required to work on a holiday shall be compensated at the employee's regular rate of pay plus one and one-half times the employee's regular rate of pay for all hours worked.

J. All employees in compliance with the provisions of this Article shall receive pay for the holidays which occur during the time of their regular employment.

## **ARTICLE VII HOURS AND OVERTIME**

A. Each employee shall be assigned a fixed, regular number of hours per day, days per week, and months per year. Each employee shall be provided with a job description that reflects the general duties of the position.

1. The regular workweek for full-time employees shall consist of 40 hours per week and five consecutive days, Monday through Friday, served in units of eight hours, exclusive of lunch. Work Day-“Work day” means a day when the administrative office’s of the District are open for business.

2. Rest breaks shall be provided as follows:

a. Employees whose assigned workday is eight hours shall have two 15-minute rest breaks.

b. Employees whose assigned workday is six hours or more, but less than eight hours, shall have two 15-minute rest breaks. Employees whose assigned workday is three hours or more, but less than six hours, shall have one 15-minute rest break.

3. An uninterrupted lunch break of not more than one hour shall be scheduled, where possible, after the employee has been on duty for four hours. The lunch break may exceed one hour upon mutual consent of the employee and the supervisor.

4. When certificated staff members and students are on a minimum day schedule for any purpose, it shall be a regular workday for all classified employees.

B. Employees who work less than the regular week and/or days as set forth in paragraph A of this Article shall be designated as part-time.

1. A part-time employee assigned by management to work a minimum of 30 minutes per day in excess of the regular part-time assignment for a period of 20 consecutive workdays or more shall have the basic assigned hours changed to reflect the longer hours.

2. When additional hours are assigned to a part-time position on a regular basis, the hours shall be offered to the most senior employee in the classification at the site or department. The incumbent in the position shall have first priority to the additional hours. If the incumbent declines the hours, the most senior employee in the classification at the site will be offered the hours until they are accepted. If an employee in the classification on the site does not accept the hours, the hours shall be posted and made available pursuant to the provisions of Article VIII, Vacancy/Transfer.

3. For the purposes of paragraph B.2 of this Article, Special Education Aides will be considered separate classifications.

4. An employee's salary shall be adjusted upward when the employee is required to work outside of regular duties for any period of time which exceeds five

workdays within a 15-day period, in such amounts as will reasonably reflect the duties required to be performed. If assigned to duties normally performed by employees in a higher classification, the employee shall receive the regular rate of pay for that higher classification at the step, which reflects an increase in salary.

5. An employee who is called in and required to work on a day that is not a regularly scheduled workday, or who is called back to work after completion of a regular workday for that employee, shall be entitled to a minimum of two hours of compensation at the appropriate rate.

C. 1. Overtime shall be paid at the rate of time and one-half an employee's rate of pay when an employee is required by the immediate supervisor to work:

- More than eight hours in one workday;
- More than 40 hours in one workweek; or

A sixth or consecutive workday for employees.

2. Overtime shall be paid at the rate of double an employee's rate of pay when an employee is required by the immediate supervisor to work:

- In excess of twelve (12) hours in any workday; or
- For all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of work in a workweek.

D. Overtime shall be assigned on seniority-rotated basis among employees in the same classification at the same work site within each department, except transportation. Overtime bus driving shall be distributed on the basis of straight rotation commencing with the employee with the highest length of service, i.e., the posted seniority rotation list. If an employee refuses an overtime assignment, the employee shall not be eligible for a subsequent assignment until all other eligible employees have been offered an assignment. If an assignment is canceled, the assigned driver shall be offered the next unassigned trip assignment. Substitute employees will be utilized after one full cycle of the overtime list results in an unassigned trip.

1. An employee shall have the right to reject an offer or request for overtime or callback time.

2. Within a classification, if all employees refuse to work overtime or refuse a callback, the District may assign the employee(s) with the least seniority.

3. The Director of MOT may drive overtime bus runs only when all other regular drivers, including employees who regularly substitute as bus drivers, have refused an overtime opportunity or are not otherwise eligible for the overtime bus run.

4. Out-of-town or intra-district special bus trip scheduling shall be distributed on the basis of straight rotation commencing with the employee with the highest length of service, i.e., the posted seniority rotation list.

a. An employee shall have the right to reject an offer or request for special bus trips.

b. If all employees refuse to work special bus trips, the District may assign the employee(s) with the least seniority, per the seniority rotation list.

c. Out-of-town and intra-district special bus trips are defined as additional trips outside of regularly scheduled routes. Out-of-town special bus trips include trips outside of the District boundaries, whereas intra-district special bus trips include trips within the District boundaries. Examples include sport trips, field trips, holiday trips etc.

E. The District may grant compensatory time off in lieu of cash compensation for overtime worked. Such compensatory time shall be taken at a mutually acceptable time within a year following when the overtime was worked. If compensatory time has not been taken, the District shall pay the employee the appropriate overtime amount. Deductions for time off shall be made at the appropriate rate. An employee may decline an offer of overtime on a compensatory time basis. If all employees in the classification decline, the District may assign the least senior employee(s) to the work.

F. The following procedures for operation of schools during inclement weather conditions shall be used for classified employees.

1 On delayed opening of schools, all full-time employees will report at their regular scheduled site and as close as possible to their normal starting time. For the purposes of this section, employees working more than four hours are considered to be full-time employees.

2 Instructional aides will be notified through the telephone chain to delay reporting for up to two hours. If there is a subsequent decision to close schools, instructional aides will be so informed by 9:00 a.m. Instructional aides' time shall commence at the reporting time and shall extend for their regular assigned hours.

3 If school is closed and the day is to be made up, instructional aides and cafeteria personnel will not report for work but will make up the day later in the year. An employee who reported to work and was subsequently sent home shall receive a minimum of two hours of compensation at the appropriate rate.

4 When school is not in session and if weather conditions prevent employees from getting to or remaining at their assignment, they may elect at their option to use up to ten inclement weather days to be deducted from their personal necessity leave or vacation balance.

5 No employee shall suffer any loss of any pay or benefits due to any interruption of the workday due to inclement weather conditions. When work normally and customarily performed by an employee who works less than 12 months, the employee may be offered any summer work that is in their own job classification. The work shall be offered to employees who are not regularly assigned to work during the summer months if they can meet the job classification requirements.

6. If two employees apply and are equally qualified for the position, the most senior employee shall be offered the work.

7. For substitute or summer work, an employee will receive the higher of their regular hourly rate or step one of the classification in which they are performing the substitute or summer work.

8. Instructional aides employed for special education summer school classes shall be selected by the District to best meet the educational needs of the special education students. Seniority will not be a determining factor for summer employment of special education instructional aides.

9. When there are school closures due to inclement weather and the District receives California State J-13 approval, all bargaining unit members who are scheduled to work on days of emergency closure shall receive full compensation.



## **ARTICLE VIII LEAVES**

### Sick Leave

A. Every full-time employee shall be entitled to and be credited with 12 days of sick leave for each year of employment on the basis of one day per each month of employment at the employee's daily rate of pay. Unused sick leave shall accrue from school year to school year.

1. At the beginning of each school year, the full amount of sick leave granted under paragraph A of this Article shall be credited to each employee. However, an employee with less than six months of service to the District shall not be eligible to utilize more than six days until the first workday following completion of six months of service to the District.
2. Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day of illness.
3. The District shall provide each classified employee with a written statement of unused sick leave as of September 30 of each year. Such statement shall be provided no later than October 15 of each school year.
4. Pursuant to the provisions of Labor Code Section 233, an employee may use up to six (6) days of his or her sick leave per calendar year to attend to the illness of a child, parent, or spouse as defined by the statute.

B. The District may require a verification of illness after three days. The District will not be arbitrary in its request for verification.

C. When an employee is absent from duties due to illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of the employment, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the employee's absence. No deduction from the pay of any employee for this five-month period shall be made under this provision until the employee has utilized all credited sick leave, accumulated compensatory time off, vacation pay, or other paid leave to which the employee is entitled.

D. Accrued sick leave may be used by a bargaining unit member during the prenatal and/or postnatal period of pregnancy necessitated by pregnancy, miscarriage, childbirth and/or recovery.

1. The period of the leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor.
2. A statement from the employee's doctor as to the beginning date of the leave shall be filed with the Superintendent.
3. The date of the employee's return to service shall be based upon her doctor's analysis and written statement.

4. The employee may request an unpaid leave not to exceed three months after release by her doctor to return to work.

5. Upon return from leave, an effort will be made to reinstate the employee to the position held at the time the leave was granted. However, the Superintendent may place the returning employee in a different position within the same classification if it is in the best interest of the District.

E. All bargaining unit members are eligible to utilize Family and Medical Leave Act benefits pursuant to District policy.

#### Parental Leave

F. Employees may be eligible for additional parental leave in accordance with Education Code Section 45196.1, as follows:

It is the intent of this Section to make available to employees leave under Education Code Section 45196.1. This Section shall be applied and interpreted in accordance with state law and regulations.

1. Employees with at least twelve (12) months of service are eligible to take up to 12 workweeks of parental leave within 12-month period following the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

a. Employees taking parental leave shall use current and accumulated sick leave.

b. After exhaustion of sick leave, an employee who continues to be absent on account of parental leave shall be paid for the remaining portion of the 12-workweek period of parental leave either the differential rate (the employee's regular salary reduced by the sum that is actually paid a substitute employee employed to fill their position during their absence) or 50% of the employee's regular salary, whichever is greater.

c. Parental leave under this section runs concurrently with baby bonding leave under CFRA, FMLA, and Government Code section 12945.6.

#### Personal Necessity Leave

G. Employees may request to utilize up to ten days of sick leave granted pursuant to this Article in cases of personal necessity.

1. Such leave shall be granted for the following reasons:

a. Death or serious illness of a member of the immediate family beyond those days provided in paragraph H of this Article.

b. Accident involving the person or property of the employee or the person or property of a member of the immediate family requiring the immediate presence of the employee.

- c. Required appearances in court during normal work hours under official order as litigant or witness.
2. Personal necessity leave may be granted for that portion of a workday to cover emergency occasions that may be unavoidable or of a serious nature which the employee cannot be expected to disregard and which may not be conducted at a time other than regular duty hours.
3. Personal necessity leave with pay may be granted for two days per year for personal business reasons upon prior notice to the Superintendent.
4. Ten (10) days of accumulated personal necessity leave may be used for personal business without revealing the confidential nature of the leave. This leave may not be used for recreation, vacation, personal gain, or withholding of services from the District.
5. Unit members must request approval for personal business leave 24 hours prior to the beginning of the work shift in which the leave is necessary. The 24-hour advance request may be waived in case of emergency.

#### Accident Leave

- H. An employee shall receive industrial accident leave for recovery from an industrial accident in the amount of up to 60 days during which the employee would have been performing work for the District for each occurrence.
1. Such benefits are in addition to other sick leave benefits provided by the District.
  2. The accident report shall be kept on file in the District office.
  3. Periods of leave of absence shall not be considered to be a break in service of the employee.

#### Bereavement Leave

- I. Every employee shall be entitled to five days of paid leave of absence, in the event of the death of any member of the employee's immediately family as such term is defined in paragraph N of this Article. This leave shall not be deducted from sick leave. This leave shall not be cumulative. This leave is not required to be taken consecutively.

#### Jury Duty Leave

- J. Each employee shall be entitled to as many days of leave without loss of pay as are required by the court for jury duty. The employee shall sign over to the District any fees paid for jury duty, minus allowance for expenses. Eight-hour employees who begin their employment at 12:30 p.m. or later are required to work eight hours minus any hours served on jury duty, including travel time.

### Unpaid Leave

K. A classified employee may request an unpaid leave of absence for up to 18 months for any reason. The granting of such requested unpaid leave is at the discretion of the District. If an unpaid leave is granted, the District may employ a substitute for the duration of the employee's absence.

### Family and Medical Leave Act

L. Bargaining unit members who qualify under the provisions of the Family and Medical Leave Act will be allowed to request unpaid leave of absence in accordance with the requirements established by law.

### General Provisions

M. An employee absent under the provisions of paragraphs A, C, D, E, or G of this Article for five or more consecutive days, shall be required to provide a verification of ability to return to work and render services to the District prior to returning to work. Notwithstanding the provisions of this paragraph, an employee who is absent at any time for surgery shall be required to furnish verification of ability to return to work and render service to the District prior to such return.

N. For the purpose of this Article, the employee's immediate family shall be defined as the mother, father, children, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, or grandchild of the employee or the employee's spouse, and the spouse or Registered Domestic Partner, son, son-in-law, daughter, daughter-in-law, stepchildren, or current foster children of the employee, or any relative living in the employee's immediate household.

O. Employees on paid leaves of absence shall continue to receive the district's health and welfare benefit contributions as set forth in Article IV throughout the duration of the leave of absence. As long as the practice is allowed by the insurance company, employees on unpaid leaves may continue their health and welfare program by paying to the District the amount of money equal to the premiums for the various fringe benefits.

P. This Article shall be considered to be the policy of the Board of Trustees, and these provisions are expressions of policy on leaves of any duration for any illness, accident, or any other reason.

## **ARTICLE IX VACANCY/TRANSFER**

A. A vacancy occurs when the District determines to replace an employee who has resigned, retired, or been terminated, or when the District creates a new position. A transfer is relocation to a different school site in the same classification. If the District determines not to fill a position, the District will meet with the Exclusive Representative to discuss the effects of the District's decision.

B. An employee in the same classification but at a different school site may request a transfer to a vacant position. If two or more qualified employees apply for the transfer, the most senior employee shall be transferred. Transfers shall be accomplished prior to filling a position through a promotion or hiring from outside the unit.

C. When the District determines that a vacancy exists and that the vacancy shall be filled, notice shall be posted in the District Office and at each job site. The notice shall remain posted for at least seven days. The District may also advertise the position outside the District.

1. The notice shall include the position description, which shall include the job requirements, the training and experience required, the number of designated hours, and the salary range.

2. The copy of the notice shall be provided to the Association President within two days of the date it is posted.

3. Vacancies posted during summer recess shall be mailed, by the employer, to all bargaining unit employees.

D. An employee who is qualified may apply for a vacant position on forms provided by the District. The request shall be filed in the District Office.

E. All applicants may be considered for the position. If two or more employees apply and are equally qualified, and if an outside applicant does not have greater qualifications, the most senior employee shall be offered the position. An outside applicant shall be chosen only if it is shown that his/her qualifications are greater than the employee applicant's. Forty-eight hours prior to the District's announcement of the filling of a vacancy, unsuccessful employee applicants shall be notified in writing and may request, in writing, within 10 days of notification, a conference with the Superintendent.

F. An employee may be involuntarily transferred to meet the needs of the District. Where the needs of the District may be accommodated by the transfer of any of two or more employees, the least senior of the employees shall be transferred. Prior to implementation of an involuntary transfer, the Superintendent or designee shall meet with the employee or employees to discuss the reason or reasons for the transfer. The reason or reasons for the transfer shall be committed to writing and placed in the personnel file at the request of the affected employee.

G. During the time a position is posted, the District may fill the position with a substitute for up to 60 days. The District shall determine whether to assign another employee out of classification temporarily or to hire a substitute. The person filling a vacant position as set forth in this paragraph shall not receive preferential treatment or

consideration if he/she applies to fill the position on a permanent basis. The District will offer substitute opportunities to qualified and experienced employees who indicate an interest and are available for the work.

H. The District shall provide the Association with a seniority list of all bargaining unit members no later than November of each school year. For purposes of seniority, length of service shall be determined based on hire date. The parties agree that employees who were originally hired by the El Tejon Union School District shall carry their original hire date into the El Tejon Unified School District.

I. In the event of a tie related to a transfer, vacancy, or layoff, seniority order will be determined by lot. The Association will be responsible for implementing the tie-breaker. The tie-breaker will be used only after all of the following have been considered and two (2) or more employees are of equal qualification, skill, ability and seniority:

- Experience
- Training
- Competence
- Evaluations
- Other Relevant Certifications/Licenses

## **ARTICLE X EVALUATIONS**

- A. Each permanent employee shall have at least a yearly written evaluation.
1. The probationary period for classified employees will be six (6) months or 130 days of paid status, whichever is longer. It is understood and agreed that a probationary employee may be separated from employment at any time during the probation period at the District's discretion. In most cases, a probationary employee will receive at least one formal written evaluation prior to separation from employment. However, if the District determines that a probationary employee is to be separated from employment and the employee has not received at least one evaluation, the District will notify the Exclusive Representative of the affected employee's name and work assignment.
  2. Evaluations of permanent employees shall be completed by April 1 of the school year.
  3. A unit member who is promoted shall serve a one-year trial period in higher classification and shall be evaluated at least twice. If the District determines that the employee has not successfully served during the trial period in the promotional position, or if, during the trial period, the employee requests to return to the prior position, the employee shall be returned to his or her original position, which may result in the bumping, displacement, or lay off of less senior employees.
- B. The formal written evaluation shall be made by the immediate supervisor who is not a unit member and it shall be discussed with the employee.
1. Information relevant to an evaluation may be solicited from sources who have direct knowledge of or contact with the employee. The evaluator shall verify any information that is relevant to the formal evaluation before it is placed in the formal written evaluation.
  2. No section of an evaluation will be marked "Needs Improvement" if the rating is based upon a document or documents that are not contained in the personnel file.
- C. Any material in the formal written evaluation shall be signed by the person responsible for its inclusion.
- D. The evaluation shall be made on standard forms provided for this purpose. The evaluation form shall be attached to this Agreement as Appendix C.
1. With regard to a probationary classified employee, the evaluation should set forth any area or areas of performance that the evaluator deems should be enhanced in order for the employee to successfully complete the probation period. In addition, the evaluator should direct or recommend methods and/or means by which the employee's job performance may be improved and the time frame within which the improvement is to be achieved. If the evaluator recommends that a probationary employee be separated from employment, the recommendation will be forwarded to the Superintendent. There shall be a meeting between the Superintendent, the evaluator, and the employee to review the recommendation.

2. With regard to a permanent classified employee, the evaluator shall, by April 1, prepare a written evaluation and transmit it to the employee after its completion.

a. In the formal written evaluation, the evaluator shall cite specific qualities, abilities, examples of excellence, and outstanding performances or deficiencies of the evaluatee.

b. Following the review, the employee shall sign the evaluation to indicate that it has been reviewed and that the employee has received a copy. The employee's signature shall not necessarily signify agreement with the evaluation.

c. The employee may prepare and submit a written response to the written evaluation within 10 days of the review. After the 10-day response period has expired, the formal written evaluation shall be placed in the employee's file and the response, if any, shall become a permanent attachment to the evaluation. This is not to preclude an employee from writing a response and having it attached to the evaluation after the 10-day response period

d. In the event the written evaluation indicates that an employee is not performing satisfactorily, the evaluator shall describe the specific areas of unsatisfactory performance either in the evaluation or in a separate document.

e. Following receipt of the written evaluation, the evaluator shall meet with the employee and shall make specific recommendations as to areas of improvement in the employee's performance. In addition, the evaluator shall endeavor to assist the employee in the improvement of such performance.

f. The employee and the evaluator shall develop a plan of assistance which is designed to alleviate the unacceptable performance. The plan of assistance shall include:

- A statement of the expectations for the employee related to each area of performance that was rated as unsatisfactory;
- A listing of activities that are designed to remediate the unsatisfactory performance and the time line or time lines related to the activities;
- A statement of the measures of assistance and/or resources that the evaluator will provide to the employee as a part of the plan; and,
- A schedule of administrative observations and/or conferences to monitor and determine progress toward achievement of the plan. As a part of the plan, the employee may request or the evaluator may provide for combined periodic observations. Employee-requested observations shall not exceed one each 20 workdays.

g. If subsequent improvements sufficiently modify the employee's performance and identified deficiencies to the satisfaction of the evaluator, a notification to that effect shall be attached to the evaluation.



E. No disciplinary action shall be taken against a permanent classified employee based upon evaluations that are not contained in the employee's personnel file.

F. The Association or the employee shall have the right to grieve the procedure followed in making the evaluation, but the contents of the evaluation itself are not subject to the grievance procedure.

## **ARTICLE XI PERSONNEL FILES**

A. The personnel file of each employee shall be maintained at the District Office. No adverse action of any kind shall be taken against an employee based upon written materials that are not in the personnel file.

B. Employees shall be provided with copies of any derogatory written material 10 workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material. The material shall include a written statement that it will be placed in the personnel file and that the employee has 10 workdays to prepare a written response. The written response shall be attached to the material.

C. An employee shall have the right to examine and/or obtain copies of any material in the employee's personnel file during regular business hours of the District during the employee's off-duty time and upon 24 hours' notice to the District Office.

D. All personnel files shall be kept in confidence pursuant to law. The District shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her authorized representative. The log shall be maintained in the employee's personnel file.

E. Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

F. Complaints against employees shall be brought to the employee's attention within 15 days of receipt. If complaints are put into writing, they may be considered by the District for inclusion in the employee's personnel file.

1. At the request of either party, the principal or supervisor shall attempt to hold a meeting between the complaining person and the employee prior to the complaint's placement in the personnel file. An employee, on request, is entitled to representation at the meeting.

2. If management determines that the complaint is substantiated and shall be included in the employee's personnel file, the employee shall be notified of the pending placement in the personnel file and shall be allowed to file a response.

**ARTICLE XII  
SAFETY CONDITIONS OF EMPLOYMENT**

- A. Safety conditions of employment means any work-related condition affecting the health, safety, or physical well-being of the employee.
- B. Employees shall be safety conscious of their own actions, shall cooperate with the District in the implementation of its safety program, and shall report in writing any unsafe or unhealthy conditions directly to the District. No employee shall suffer any reprisal as a result of reporting an unsafe or unhealthy condition.
- C. The District shall conduct investigations of employee reports and take appropriate corrective actions.
- D. Employees shall be provided with written emergency procedures.
- E. The District shall train employees on safety and emergency procedures necessary for their position.
- F. No employee shall be required to work in unhealthy or unsafe conditions. However, an employee shall be required to perform the requirements of the job description.
- G. No reprisal shall be taken against an employee for refusing to work under unhealthy or unsafe conditions.

**ARTICLE XIII**  
**EXCLUSIVE REPRESENTATIVE'S RIGHTS**

A. The Exclusive Representative shall have the right to use designated bulletin boards, mailboxes, and meeting rooms required for Association business.

1. The President of the Association, or other person designated in writing in advance by the organization, shall make all requests for use of facilities.

2. The approval of the Superintendent shall be required for the use of school facilities. Approval shall not be unreasonably withheld.

3. An employee who is on duty when there is a CSEA Chapter meeting may be released for up to two hours in order to attend the meeting. The employee shall request the time off from the immediate supervisor and shall arrange to make up the lost time within a week from when the time off is granted. Any make-up time shall not constitute overtime if it causes the employee to be on duty for more than eight hours during that day unless the employee is assigned to work a total of more than 40 hours in that week.

B. Officers of the Association and the Exclusive Representative shall have access to employees at times which do not interfere with efficient operation of the District or employee performance as determined by the immediate supervisor, subject to approval of the Superintendent or designee.

C. The Exclusive Representative shall have the sole and exclusive right to receive membership dues and fees deducted monthly by the District upon written authorization from the Employee to the Association.

D. The District will deduct dues from the wages of bargaining unit members based on CSEA's written direction to the District. CSEA is responsible for obtaining and maintaining membership and/or dues authorization forms for bargaining unit members.

1. The District will make dues deductions as directed by CSEA in writing. CSEA is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.

2. A bargaining unit employee on an approval paid leave of absence shall continue to have dues deducted for the term of the approved leave, except the deductions can be discontinued in accordance with CSEA requirements.

3. Requests to withdrawal from the Association will be in accordance with CSEA bylaws and requirements. A bargaining unit member shall direct any inquiries regarding withdrawal from membership to the Association.

4. The District bears no obligation for the administration of dues deduction other than the processing of authorization cards for dues deduction purposes.

Hold Harmless Clause

The Association agrees to pay to the District all legal fees and legal costs incurred by the District I defending against any court action and/or administrative action before the Public

Employment Relations Board challenging the legality or constitutionality of the dues deduction provisions of the Agreement or the implementation thereof, provided that the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

The Association shall indemnify and hold harmless the District, its officers, agents, and employees from any judgment or settlement liability arising out of any court action and/or administrative action before the PERB challenging the legality or constitutionality of the dues deduction provisions of the Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried or appealed.

E. CSEA reserves the right to designate a Job Representative at each school site and a Job Representative from the transportation and maintenance department. CSEA shall notify the District in writing of the names of the Job Representatives and the group they represent. If a change is made, the District shall be advised in writing of such change.

F. The Association and the District agree that an Association representative may meet with bargaining unit members for contract orientation. The orientation(s) shall be held at a time and place agreeable to both parties.

G. The District shall make and distribute copies of the Agreement to current bargaining unit members and shall provide a copy of the Agreement to each new employee. All new bargaining unit members shall receive a packet of materials at the time of hiring which shall include CSEA materials and membership applications. CSEA shall provide the District with sufficient numbers of the organizational materials. The District shall notify the association president with the names of any new hired employees, their job classification, work location and date of hire.

H. With the Superintendent's prior approval, the Association President (or designee) will receive release time, up to eight hours per month, in order to be involved in District functions.

I. The District agrees to grant release time for employees who are delegates to the CSEA Annual Conference. The employees may elect to utilize accrued vacation or compensatory time off or may have the time off without pay.

J. The District agrees to provide up to two days of paid release time for each year for the negotiating team (maximum of five members in addition to the Chapter President) to prepare and draft the initial proposal for a successor agreement to this Agreement.

**ARTICLE XIV  
DISCIPLINE PROCEDURES**

- A. The following are grounds for discipline:
1. Absence without leave.
  2. Excessive, repeated, or unexcused absences or tardiness.
  3. Insubordination or failure to perform the normal and reasonable duties of the position.
  4. Conviction of any criminal act involving moral turpitude.
  5. Use of District time, facilities, equipment, or supplies for private gain or advantage.
  6. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
  7. Incompetency, inefficiency, or neglect in the performance of the duties of the position.
  8. Duplication of any key to a District facility without proper authorization.
  9. Negligence or willful damage to public property.
  10. Dishonesty by falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
  11. Participation in any business activity or enterprise or acceptance of any employment that is clearly inconsistent, incompatible, in conflict with, or inimical to the duties of the position.
  12. Violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the State Board of Education or by the Board of Trustees.
  13. Persistent violation of or refusal to obey safety rules or regulations made applicable by the Board or by an appropriate state or local government agency.
  14. Abandonment of position.
  15. Possession of, consumption of, or intoxication due to the consumption of any alcoholic beverage on District premises or while on duty at any location.
  16. Possession of, consumption of, or intoxication due to the use of any narcotic, restricted dangerous drug, or other controlled substance which is regulated by the California Uniform Controlled Substances Act on District premises or while on duty at any location, unless such possession is under a valid written prescription.

17. Incapacity due to mental or physical disability as determined by a medical examination.

18. Inability to perform assigned duties due to failing to meet or retain job qualifications (including but not limited to failure to possess required licenses and/or failure to pass required tests).

19. Other just cause.

B. "Discipline" shall mean any action taken by the District against a permanent employee, including, but not limited to, dismissal, suspension with or without pay, or other corrective remedy other than oral warning or written reprimand. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

C. Any matter that may result in discipline shall be brought to the attention of the Superintendent or designee.

1. The Superintendent or designee shall investigate the matter and discuss it with the employee or, if requested by the employee, with the employee and a representative. As a part of the investigation, the employee shall be notified in writing of the allegations and shall be given an opportunity to respond and to comment on the appropriate disposition.

2. Within five days of the conclusion of the investigation, the Superintendent or designee shall give the employee written notice of the intended disciplinary action.

a. The notice of disciplinary action shall be served upon the employee personally and shall be signed for and dated upon receipt or shall be sent by United States certified mail, return receipt requested, addressed to the employee at his or her last known address. Where the employee has utilized the services of a representative during the investigation, the representative shall also be sent a copy of the notice.

b. The notice of disciplinary action shall inform the employee of the charges as well as the effective date of discipline, which shall be not less than six days after service of the notice. The notice shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based and a statement of the cause for the action taken, and, if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said notice.

c. The notice shall inform the employee of the right to demand an appeal hearing before the Board of Trustees and the time in which the hearing must be demanded, which shall be not less than five days after service of the notice.

d. The notice shall also contain a form, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

3. The employee must file the demand for an appeal hearing and denial of charges in the District Office not later than 4:00 p.m. on the workday designated pursuant to paragraph C.2.c of this Article. Failure to file the demand and denial prior to the deadline set forth above constitutes a waiver of any right to an appeal and the discipline shall be final.

4. If the employee files the demand and denial, the following procedure shall apply:

a. The burden of proof to support the discipline rests with the District.

b. The employee, and a representative if the employee desires, may present evidence or argument to the Board (or a hearing officer appointed by the Board) prior to the Board making a decision.

c. Following the appeal hearing, the Board shall adopt, modify, or reject the discipline.

d. The Board's decision shall be in writing and shall set forth the finding of facts, conclusions, and reasons for the Board's determination.

e. If the Board of Trustees either modifies or rejects the discipline, the employee's personnel records shall be adjusted to reflect the Board's decision.

f. The decision of the Board shall be final.

D. When the Superintendent or designee determines that the needs of the District so require, an employee may be suspended immediately, with or without pay, prior to the completion of the procedures set forth in paragraph C.1-4 of this Article. In such a case, the suspension and any denial of compensation shall be an issue in the appeal hearing before the Board, if one is requested by the employee.

E. Nothing contained herein shall prevent the Superintendent from recommending or the Governing Board from ordering dismissal instead of other discipline for conduct set forth in paragraph A of this Article, including conduct for which disciplinary action has been previously imposed.

F. No portion of these procedures shall be interpreted as a bar against concerted activities by any employee. Neither shall these procedures be interpreted as a bar to the District refusing to pay any employee who fails or refuses to report for or perform regular assigned duties. Refusal to pay is not subject to the procedures set forth in this Article.

G. It is expressly agreed that disciplinary actions set forth herein are not subject to the grievance procedures contained in this Agreement. However, the parties specifically agree to waive the restriction on negotiations which is contained in Article XVII, Conclusion, paragraph A (zipper clause), should either the Legislature or a decision of the California Supreme Court modify the provision of California Education Code Section



45113 (which states, "The governing board's determination of the sufficiency of the cause for disciplinary action shall be conclusive") to allow for binding arbitration of disciplinary action.

## **ARTICLE XV GRIEVANCE PROCEDURE**

A. A "grievance" is defined as any complaint of an employee, employees, or the Association involving the interpretation, application, or alleged violation of a specific term of this Agreement.

B. A "grievant" shall mean an employee who is covered by the terms of this Agreement. The Exclusive Representative may grieve, on behalf of an employee or on behalf of CSEA. The Exclusive Representative may also grieve a violation of Article XII, Exclusive Representative's Rights. No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure because of participation in processing a grievance.

C. A "day" shall mean a day when the District Office is open for business.

D. An "immediate" supervisor" is the administrator or supervisor having immediate jurisdiction over an employee.

E. An employee may elect to be represented by the Exclusive Representative at all levels of the grievance procedure.

F. An employee may at any time present grievances to the District without the intervention of the Exclusive Representative. The District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

G. The employee and a designated representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative.

H. At all levels of the grievance procedure, the employee shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

I. The time limits established in this Article may be extended or shortened, but only by mutual written agreement of the employee, or representative, and the District. Failure of the employee or the Exclusive Representative to adhere to the time limits of this Article shall constitute a waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

J. Once a grievance has been initiated, all matters of dispute relating to it, which occur during the processing of the grievance, shall become a part of and be resolved in the grievance proceeding.

K. The employee shall conform to the original direction of the District until final disposition of the grievance takes place.

L. All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by those directly involved in the grievance procedure.

### Informal Level

M. Before filing a formal written grievance, an employee shall discuss the matter with the immediate supervisor within 15 days of the alleged violation. The immediate supervisor shall investigate the matter and shall respond verbally within two days of the meeting.

### Formal Level One

N. Within the two days of the verbal response or the deadline for the verbal response, the employee shall file a grievance form with the immediate supervisor.

1. The grievance form shall contain the following minimum information:
  - The employee's name;
  - The date of the filing;
  - The date of the alleged violation;
  - The specific Article(s) and/or section(s) of the Agreement which are claimed to have been violated;
  - A brief description of the alleged violation;
  - A brief synopsis of the informal conference;
  - The specific relief requested.
2. Within five days of receipt of the grievance by the supervisor or within five days of a formal conference, if one is requested, a written decision should be issued to the employee. If a written decision is not issued within the time limit, the grievance is denied at Level One and the employee may appeal to the next level.

### Formal Level Two

O. If the grievance is denied at Level One, the grievant may file a written appeal to the Superintendent or designee within 10 days of the Level One denial.

1. The appeal shall contain all materials filed in Level One and the decision, if any, accompanied by a specific and concise statement of the reason for the appeal.
  - a. The appeal shall also state the grievant's election to proceed at Level Two by either (1) a meeting with the Superintendent or designee or (2) conciliation by the California State Conciliation Service. The election of one option shall exclude the other.
  - b. If the grievant does not elect to proceed by conciliation, the Superintendent or designee may elect to do so and will advise the grievant within 10 days of the filing of the appeal.
2. Where the grievance proceeds by a meeting between the Superintendent or designee and the grievant, the meeting shall be held within 10 days of the filing of the appeal.
3. Where the grievance proceeds by conciliation, the conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.

- a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
  - b. The conciliator shall not issue any public statements of fact or opinion on the issue(s).
  - c. Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
  - d. If the conciliation has produced a mutually acceptable solution, that solution shall be the Superintendent's decision.
4. Within 10 days of the meeting between the Superintendent or designee, or within 10 days of the conciliation session, a written decision, including the reasons for the decision, shall be transmitted to the grievant. If there is no written decision within the specified time limit, the grievance shall be deemed to be denied and the grievant may appeal to Level Three.

### Formal Level Three

P. The District and the Exclusive Representative agree that any employee grievance not settled in conciliation or denied at Level Two may be submitted to binding arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association at the request of the Exclusive Representative.

1. If an employee is satisfied with the Level Two decision, the Exclusive Representative is barred from instituting the arbitration procedure.
2. The filing shall be made within five days of completion of the Level Two proceedings.

Q. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted in the original filing and any procedural objections made by the District. The arbitration shall not determine any other issue(s). The arbitrator shall have no power or authority to hear cases challenging any of the following:

1. The District's promulgation of rules or procedures for the implementation of this Agreement.
2. The termination of services or failure to re-employ or reassign any employee to a position for which the employee is compensated over and above regular placement on the salary schedule.

R. The arbitrator shall submit a written decision, including findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator shall be limited as follows:

1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such judgment solely to determine whether it violated

the Agreement. The arbitrator's judgment shall not be substituted for the District's judgment.

2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.

3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

4. The arbitrator's decision may include restitution, financial reimbursement, or other proper remedy, except fines or penalties.

S. The arbitrator's decision shall be submitted to the District and the Exclusive Representative for review and implementation.

T. The parties shall share the per diem and expense costs of the arbitrator and the AAA administrative fee. Each party shall bear all other costs of its own case.

**ARTICLE XVI  
WORK STOPPAGE/LOCKOUT**

A. It is agreed that the need for continued and uninterrupted operation and functioning of the District is of paramount importance and in the best interests of the students and general public. It is, therefore, further agreed that there should be no interference with or interruption of such operation and functioning during the term of this Agreement.

B. The Exclusive Representative agrees that neither the Exclusive Representative nor any person or entity acting on its behalf will promote, encourage, cause, authorize, engage in, or sanction, nor will any of its members take part in, a strike, work stoppage, slowdown, sick-in, willful absence from any duty or assignment, picketing in support of illegal activity, and/or the failure or refusal to fully and faithfully perform assigned duties and responsibilities. In the event of a violation or disregard of any of these provisions by any of its members, the Exclusive Representative agrees to take any and all reasonable steps in a good faith effort to cause such members to cease such violation.

C. Nothing contained in this Agreement shall be construed to restrict or limit the District or the Exclusive Representative in its right to seek and obtain such administrative or judicial relief as it may be entitled to have under law for any violation of this or any other Article of this Agreement, and to take such action as it deems necessary to discipline and/or discharge any employee for violation of this Article.

D. Employees shall not be entitled to any wages or benefits whatsoever for any time period in which they are engaged in any activity or omission which constitutes a violation of the Article, and the District shall not be obligated to pay its share of any contributions for health, medical, vision, life, or other insurance benefits during any such time period.

E. During the term of this Agreement, the District agrees not to engage in any lockout of employees covered by this Agreement.

**ARTICLE XVII  
CONTRACTING OUT**

A. During the life of this Agreement, the District agrees that it will notify and meet and negotiate the contracting out of work which has been customarily and routinely performed or is performable by employees in the bargaining unit which will result in the displacement or reduction in hours, wages, transfer, or reassignment of bargaining unit employees.

B. No supervisory or management employee may perform work within the job description of a bargaining unit employee which results in the displacement, reduction of regular assigned hours, transfer, or reassignment of any current bargaining unit employee. The District may assign the Supervisor of Transportation to bus driving duties and related functions as specified in the job description. The District may assign the Cafeteria Manager to assist food service workers in the preparation and serving of food. The Director of Maintenance and Operations may perform functions as specified in the job description.

## **ARTICLE XVIII CONCLUSION**

### Completion of Negotiations

A. This agreement supersedes and replaces the 2016-2019 Collective Bargaining Agreement, any and all other Memoranda of Agreement or Understanding or side letter, and any other agreements, practices, or understandings (oral or written) entered into prior to the date of ratification of this Agreement, unless the terms thereof are set forth in this Agreement.

1. Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

2. The Exclusive Representative understands and agrees that as to all matters not covered by this Agreement, except as provided by paragraph F of this Article, the District has no obligation to meet and/or negotiate during the term of this Agreement.

B. When references are made to statutes (e.g., California Education Code), those references are informational only and do not subject the provisions of those statutes to the grievance processes of this Agreement.

### District Retained Rights

C. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the District except as otherwise specified in the Agreement or as provided by law. Included in but not limited to those powers and authorities is the exclusive right to: determine its organization; direct the work of its employees; 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; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; move or modify facilities; establish budget procedure and determine budgetary allocation; determine the methods of raising revenue; contract out work; hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees; and take action on any matter in the event of an emergency.

The District's exercise of its powers, rights, authority, duties, and responsibilities; its adoption, modification, or repeal of policies, rules, regulations and practices; and its use of judgment and discretion 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 authorized by law.

The District retains its right to deviate from the provisions of this Agreement in cases of emergency, such as natural disasters or epidemics, as determined by the District.



### Severability

D. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the other provisions of the Agreement shall remain in full force and effect.

### Continuation of Economic Benefits

E. Upon expiration of this Agreement, or of any interim salary or fringe benefit payment article, employees who are re-employed for the following year shall be paid the same salary as for the final (or interim) year of the Agreement, until a new Agreement is ratified by the parties or the duty to bargain has been completed.

### Duration of Agreement

F. This Agreement shall be in full force and effect from the date of ratification to June 30, 2025, at which time it will expire and become null and void. All sections not specifically mentioned shall remain the same. For the 2023-2024 and 2024-2025 fiscal years, the parties agree to reopen Article III, Wages, Article IV, Health and Welfare Benefits, and up to three other unspecified articles each for negotiation.

**RATIFIED AND ACCEPTED**

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Association as the contracting parties, that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**EL TEJON UNIFIED  
SCHOOL DISTRICT**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER #552**

\_\_\_\_\_  
SARA HAFLICH  
Superintendent

\_\_\_\_\_  
DARLA DAVIS  
President

\_\_\_\_\_  
Stephanie Pope  
President, Board of Trustees

\_\_\_\_\_  
Cassidy Sheppard  
Labor Relations Representative

\_\_\_\_\_  
Samantha Smith  
Clerk, Board of Trustees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX A

El Tejon Unified  
Classified Salary Schedule

2023-24  
SQUARE SCHEDULE BY 3 RANGES

RANGE	STEP						
	1	2	3	4	5	6	7
	\$ 15.25	\$ 15.59	\$ 15.94	\$ 16.31	\$ 16.68	\$ 17.05	\$ 17.44
	\$ 15.59	\$ 15.94	\$ 16.31	\$ 16.68	\$ 17.05	\$ 17.44	\$ 17.84
	\$ 15.94	\$ 16.31	\$ 16.68	\$ 17.05	\$ 17.44	\$ 17.84	\$ 18.25
<b>1</b>	\$ 16.31	\$ 16.68	\$ 17.05	\$ 17.44	\$ 17.84	\$ 18.25	\$ 18.67
<b>2</b>	\$ 16.68	\$ 17.05	\$ 17.44	\$ 17.84	\$ 18.25	\$ 18.67	\$ 19.10
<b>3</b>	\$ 17.05	\$ 17.44	\$ 17.84	\$ 18.25	\$ 18.67	\$ 19.10	\$ 19.54
<b>4</b>	\$ 17.44	\$ 17.84	\$ 18.25	\$ 18.67	\$ 19.10	\$ 19.54	\$ 19.99
<b>5</b>	\$ 17.84	\$ 18.25	\$ 18.67	\$ 19.10	\$ 19.54	\$ 19.99	\$ 20.45
<b>6</b>	\$ 18.25	\$ 18.67	\$ 19.10	\$ 19.54	\$ 19.99	\$ 20.45	\$ 20.93
<b>7</b>	\$ 18.67	\$ 19.10	\$ 19.54	\$ 19.99	\$ 20.45	\$ 20.93	\$ 21.41
<b>8</b>	\$ 19.10	\$ 19.54	\$ 19.99	\$ 20.45	\$ 20.93	\$ 21.41	\$ 21.91
<b>9</b>	\$ 19.54	\$ 19.99	\$ 20.45	\$ 20.93	\$ 21.41	\$ 21.91	\$ 22.42
<b>10</b>	\$ 19.99	\$ 20.45	\$ 20.93	\$ 21.41	\$ 21.91	\$ 22.42	\$ 22.94
<b>11</b>	\$ 20.45	\$ 20.93	\$ 21.41	\$ 21.91	\$ 22.42	\$ 22.94	\$ 23.48
<b>12</b>	\$ 20.93	\$ 21.41	\$ 21.91	\$ 22.42	\$ 22.94	\$ 23.48	\$ 24.03
<b>13</b>	\$ 21.41	\$ 21.91	\$ 22.42	\$ 22.94	\$ 23.48	\$ 24.03	\$ 24.59
<b>14</b>	\$ 21.91	\$ 22.42	\$ 22.94	\$ 23.48	\$ 24.03	\$ 24.59	\$ 25.17
<b>15</b>	\$ 22.42	\$ 22.94	\$ 23.48	\$ 24.03	\$ 24.59	\$ 25.17	\$ 25.76
<b>16</b>	\$ 22.94	\$ 23.48	\$ 24.03	\$ 24.59	\$ 25.17	\$ 25.76	\$ 26.37
<b>17</b>	\$ 23.48	\$ 24.03	\$ 24.59	\$ 25.17	\$ 25.76	\$ 26.37	\$ 26.99
<b>18</b>	\$ 24.03	\$ 24.59	\$ 25.17	\$ 25.76	\$ 26.37	\$ 26.99	\$ 27.63
<b>19</b>	\$ 24.59	\$ 25.17	\$ 25.76	\$ 26.37	\$ 26.99	\$ 27.63	\$ 28.28
<b>20</b>	\$ 25.17	\$ 25.76	\$ 26.37	\$ 26.99	\$ 27.63	\$ 28.28	\$ 28.95
<b>21</b>	\$ 25.76	\$ 26.37	\$ 26.99	\$ 27.63	\$ 28.28	\$ 28.95	\$ 29.63
<b>22</b>	\$ 26.37	\$ 26.99	\$ 27.63	\$ 28.28	\$ 28.95	\$ 29.63	\$ 30.34
<b>23</b>	\$ 26.99	\$ 27.63	\$ 28.28	\$ 28.95	\$ 29.63	\$ 30.34	\$ 31.06
<b>24</b>	\$ 27.63	\$ 28.28	\$ 28.95	\$ 29.63	\$ 30.34	\$ 31.06	\$ 31.80

YARD DUTY  
 INSTRUCTIONAL AIDE Health Aide  
 CAFETERIA WORKER II SPECIAL ED AIDE I  
 Custodian Sp. Ed. Aide II- Elementary  
 Groundswoker  
 Special Ed. Aide II- Secondary  
 School Secretary  
 Administrative Secretary Student Success Coordinator  
 Campus Supervisor  
 Program Secretary (CALPADS/MAA/Sp. IT Technician)  
 Family and Community School Liaison

**POSITIONS WITH SPLIT**

<b>7</b>									
w/split	\$ 19.60	\$ 20.05	\$ 20.52	\$ 20.99	\$ 21.47	\$ 21.97	\$ 22.48	Home to School Van Driver/Sp. Ed. Aide II - Secondary	
<b>13</b>									
w/split	\$ 22.48	\$ 23.00	\$ 23.54	\$ 24.09	\$ 24.65	\$ 25.23	\$ 25.82	Bus Driver/Custodian	
<b>14</b>									
w/split	\$ 23.00	\$ 23.54	\$ 24.09	\$ 24.65	\$ 25.23	\$ 25.82	\$ 26.43	Bus Driver/Groundskeeper	Bus Driver/Warehouse
<b>15</b>									
w/split	\$ 23.54	\$ 24.09	\$ 24.65	\$ 25.23	\$ 25.82	\$ 26.43	\$ 27.05	Bus Driver/Maintenance	
<b>20</b>									
w/split	\$ 26.43	\$ 27.05	\$ 27.68	\$ 28.34	\$ 29.01	\$ 29.69	\$ 30.40	Bus Driver/Lead Mechanic	

**LONGEVITY**

YEAR	AMOUNT
10	\$ 700
15	\$ 1,400
20	\$ 2,100
25	\$ 2,800
30	\$ 3,500

<b>RANGE</b>	<b>CLASSIFIED JOB TITLES 2023-2024</b>
1	Yard Duty Aide
2	Instructional Aide
2	Health Aide
2	English Language Teaching Assistant
3	Cafeteria Worker II
3	Special Education Aide
5	Special Education Aide II Elementary
5	Custodian
6	Groundskeeper
7	Home to School Van Driver/ Sp Ed. Aide II- Secondary
7	Special Education Aide II - Secondary
7	Special Education Transportation Driver/Aide
9	Campus Security
9	School Secretary
11	Admin Secretary to Principal
11	Student Success Facilitator
13	Bus Driver - Custodian
14	Bus Driver - Groundswoker
15	Bus Driver - Maintenance
15	Campus Supervisor
17	Program Secretary/CALPADS/MAA Coordinator
17	Technical Support Technician
20	Bus Driver - Lead Mechanic
Updated: 2/2/2024	<b>Currently no one occupies the following positions:</b>
	<b>ECRM Project Coordinator and Secretary</b>
1	Cafeteria Worker I
1	In-House Suspension Aide
1	Bi-Lingual Aide
1	Migrant Support Aide
1	Vacation Labor
2	Health Care Specialist/Special Ed
2	Special Education Transportation Aide
2	RSP/SDC Aides
3	Speech Pathologist Aide
4	Library Clerk
5	Special Education Driver/Aide
5	Home to School Van Driver Special Ed.
6	Drama Specialist
6	Teaching Assistant
7	Family Community Liaison I
7	Workability Clerk
7	Academy Clerk
7	Office Clerk
7	Warehouse Delivery Worker
8	Career Technician Clerk
8	Instructional Materials Clerk
9	Bi Lingual family Community Liaison I
9	High School Registrar/Finance Clerk
9	Program Secretary
10	Central Kitchen Manager
10	Lead Custodian
10	Mechanic
10	Library/Textbook Coordinator
10	Maintenance Worker
11	Program Administrative Assistant
11	Program Administrative Secretary
13	Bus Driver
14	Family Community Liaison II
14	Special Education Bus Driver
14	Bus Driver - Warehouse Delivery Worker
15	Lead Custodian - Bus Driver
15	Bus Driver - Mechanic
18	Lead Bus Driver
22	Assistant Network/Communications Technician
23	Family/Parent Educator

## APPENDIX B

August 15, 2017

[Sample Letter]



### California School Employees Association

2045 Lundy Avenue  
San Jose, CA 95131

(408) 473-1000  
(800) 632-2128

Executive  
FAX (408) 321-8227

General  
FAX (408) 954-0948  
[www.csea.com](http://www.csea.com)

Ben Valdepeña  
Association President

Dave Low  
Executive Director

Member of the AFL-CIO

*The nation's largest  
independent classified  
employee association*



#### RE: CSEA DUES REVISION

I am writing you to inform <<EMPLOYER>> of the recent change to California School Employees Association's (CSEA) dues structure. At CSEA's 2017 Annual Conference, the members voted to change the dues calculation method by increasing the maximum amount of salary on which dues are calculated **effective October 1, 2017**. The **maximum monthly salary calculation** was increased from of 1.5% of the first \$2,450 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments) to **1.5% of the first \$3,150 of monthly gross salary** (exclusive of overtime but including longevity, professional growth and anniversary increments). In addition, the **annual cap (maximum assessment)** was increased from \$367.50 to **\$472.50**. The local chapter may assess additional local dues.

The chart below shows the maximum amounts per month and per year based on the member or fair share payer's actual salary per month.

	Pre-10/1/2017*	Effective 10/1/2017
<b>Monthly Salary Cap</b>	\$2,450	<b>\$3,150</b>
<b>Monthly Dues Maximum</b>	\$36.75	<b>\$47.25</b>
<b>Annual Dues Maximum (12 mos.)</b>	\$367.50	<b>\$472.50</b>

\*The pre-10/1/2017 dues structure is included for reference only.

Please arrange to have your payroll department implement the new dues structure for the **October 2017 payroll**.

The enclosed letter is being sent to all affected CSEA members and fair share fee payers notifying them of the change to the dues structure. It is our understanding that your district/agency does not calculate dues each pay period. Monthly dues calculation has been in place since 1997. CSEA needs you to arrange to have your payroll department provide CSEA's Accounting Department in San Jose with the September CSEA roster and the salary amounts expected for the 2017/18 fiscal year. We will return this roster with the calculated dues amounts as soon as possible.

If the district's circumstances (i.e. payroll system) have changed and you may now be able to accommodate our dues structure formula, please contact <<ACCOUNTING \_STAFF>> in our Accounting Department, as she manages the annual dues-synch process with districts and will be happy to talk you through the process.

We sincerely appreciate your efforts implementing the deduction of the new dues structure. Any questions should be referred to me at 408-433-1227.

Yours truly,

Steve Brashear,  
Chief Financial Officer

Enclosure

*Our mission: To improve the lives of our members, students and community.*



California  
School  
Employees  
Association

2045 Lundy Avenue  
San Jose, CA 95131

(408) 473-1000  
(800) 632-2128

Executive  
FAX (408) 321-8227

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Ben Valdepeña  
Association President

Dave Low  
Executive Director

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Member of the AFL-CIO

The nation's largest  
independent classified  
employee association



Dear CSEA Bargaining Unit Member:

The delegates at California School Employees Association's (CSEA) 91<sup>st</sup> Annual Conference adopted a revision to the Association's dues structure. This revision addresses the inequity of the previous dues structure and provides the Association the ability to mitigate some of the impact of the impending loss of service fees. As explained below, the revision may result in an adjustment to your payroll deduction.

The revision increases the maximum monthly and annual salary cap on which dues are assessed, as follows:

***Effective October 1, 2017***

- The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first \$3,150 of monthly gross salary (exclusive of overtime but including longevity, professional growth, and anniversary increments).
- The maximum monthly assessment will be \$47.25; the maximum annual assessment will be \$472.50.

*Please note that the above amounts apply to only the Association per capita dues. Most members also pay an additional amount in local chapter dues, as approved by the chapter membership.*

The revision does not increase the dues rate of 1.5%. The revised dues only impacts those members currently at the salary cap. If you earn less than \$2,450 per month, you will not experience an increase in your payroll deduction equivalent to Association dues as a result of this revision.

CSEA's top priorities continue to be protecting our members' jobs, benefits, and retirement. CSEA has successfully worked to secure and increase education funding with Proposition 55. We have worked to gain more efficient access to our membership through AB119, legislation granting the Union access to all new employees. Perhaps most importantly, through CSEA member/staff partnerships and trainings, we have built up chapter strength in order to fight layoffs and protect health benefits, while strengthening worker rights at the local level.

It is CSEA, and CSEA alone, at the local and state level that is actively fighting for classified employees. You expect and deserve no less! If you have any questions, please contact Executive Manager Guillermo Morales at [gmorales@csea.com](mailto:gmorales@csea.com) or 408-433-1224.

In solidarity,

Dave Low  
Executive Director

*Our mission: To improve the lives of our members, students and community.*

# APPENDIX C

## EL TEJON UNIFIED SCHOOL DISTRICT CLASSIFIED EVALUATION

EMPLOYEE \_\_\_\_\_  
 Classified Position \_\_\_\_\_  
 POSITION TITLE \_\_\_\_\_

REPORT FROM \_\_\_\_\_ TO \_\_\_\_\_

Check Only Those Factors Which Apply to the Employee's Position			
Exceeds Work Standards	Meets Work Standards	Needs Improvement	Unsatisfactory performance
<b>QUALITY</b>			
1. Performs duties in an acceptable manner			
2. Completes work with a minimum of errors			
<b>QUANTITY</b>			
3. Completes the work required in the allotted time			
<b>WORK HABITS AND ATTITUDES</b>			
4. Organizes work			
5. Uses good judgment in the performance of work			
6. Learns and applies new ideas, procedures , rules			
7. Demonstrates an interest in the work performed			
8. Complies with rules, regulations and policies			
9. Accepts job responsibilities			
10. Safety Awareness			
<b>PUNCTUALITY</b>			
11. Complies with assigned hours of work and schedules			
<b>DEPENDABILITY</b>			
12. Attends to duties in the absence of supervision			
13. Follows written and oral instruction			
<b>RELATIONSHIPS WITH PEOPLE</b>			
14. Works effectively with other employees			
15. Works effectively with pupils			
16. Works effectively with the public			
<b>PERSONAL APPEARANCE</b>			
17. Dresses appropriately - neat and clean appearance			
<b>SUPERVISORY ABILITY</b> (for employees who supervise others)			
18. Plans and directs the work of others			
<b>ADDITIONAL FACTORS</b> (not considered above)			

**OVERALL WORK PERFORMANCE** \_\_\_\_\_

Suggestions made to aid employee in improving performance:

Additional Comments on Work Performance:

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature:

It is understood that in signing this Evaluation, the employee acknowledges having seen and discussed it. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor.

Any written comments made by the reviewer shall be discussed with the supervisor and the employee.