

**RIVERSIDE UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CHAPTER 506  
TENTATIVE AGREEMENT  
January 26, 2016**

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and subject to ratification by the California School Employees Association, and its Chapter 506 ("CSEA") the parties agree to the following:

**ARTICLE XIX (Disciplinary Action and Dismissal Procedures) is amended in its entirety to read:**

- 19.0 The District may impose discipline or dismissal on permanent unit members when the work performance or behavior of the unit member is such that prior verbal and/or written warnings by the immediate supervisor have failed to result in a remediation of the unsatisfactory performance or behavior. The District may suspend with pay, suspend without pay, with a Disciplinary Hearing offered to the unit member, dock pay for absence without authority, with a Disciplinary Hearing offered, or discipline unit members in other appropriate manners to correct or remediate a unit member's unsatisfactory performance or behavior. The District may dismiss permanent bargaining unit members when the District has attempted to remediate unsatisfactory performance or behavior.
- 19.1 Right to Request Hearing: A permanent unit member has the right to request an informal hearing with the immediate supervisor prior to disciplinary action and/or dismissal. If requested, such a hearing will be held.
- 19.2 Right to Suspend: The District retains the right to suspend a permanent unit member, with or without pay, without warning when the health and/or welfare of students or other unit members is endangered by the continued presence of the unit member, and/or where the unit member's presence is a danger to the property of the District or others, and/or in cases of aggravated insubordination. Suspension without pay for causes other than those listed above shall be made only in accordance with the procedures set forth in the subsequent sections of this Article. Suspension with pay of any unit member for causes other than those listed above

may be made by the person charged with supervisory responsibility for the unit member pending formal action by the District. Unit members suspended with pay shall, upon request, be given written notice of the cause therefore, as soon as possible following the suspension order.

19.3 Summary Discipline:

19.3.1 Summary Discipline shall be defined as a **any** suspension with or without pay for not more than two days. Such action shall be initiated by written notice from the Assistant Superintendent, Human Resources **which shall include a written statement of the specific acts and/or omissions upon which the disciplinary action is based.**

19.3.2 Appeal: Within five (5) working days of issuance of a summary discipline notice, the unit member shall have the right to appeal said action to the Superintendent or designee **by signing and submitting a request for a pre-disciplinary (Skelly) hearing.** Within five (5) working days after the **response to the appeal** ~~referenced above~~, the unit member shall have the right to appeal **the decision, in writing,** to the Board of Education. The Board may hear the appeal, designate one of its members to hear the appeal, or designate a hearing officer to hear the appeal on its behalf. **If the Board chooses to delegate the appeal to a hearing officer, the selection and cost of the hearing officer will be the responsibility of the District.** The Board's determination shall be conclusive.

19.3.3 It is expressly understood that the application of this section shall be for corrective or remedial purposes exclusively. Punitive, discriminatory or arbitrary application of this section shall be subject to grievance procedure review.

19.3.4 Failure of a unit member to appeal summary discipline shall not prejudice the unit member's right to defend allegations in subsequent hearings.

19.4 Causes: Causes for disciplinary action shall include, but not be limited to the following:

19.4.1 Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability, or failure to perform the assigned duties in a satisfactory manner.

- 19.4.2 Insubordination, failure to obey direction or observe rules of school district superiors, or willful and persistent violation of the provisions of the District policies and/or the Education Code.
  - 19.4.3 Conviction of any felony, conviction of a misdemeanor involving moral turpitude; work related dishonesty, immoral conduct, drunkenness on duty, addiction to or use of narcotics, or fraud in obtaining employment with this school district.
  - 19.4.4 Political activity during the assigned hours of duty.
  - 19.4.5 Persistent discourteous treatment of the public or of fellow unit members or other willful failure of good conduct tending to injure the public service.
  - 19.4.6 Physical or mental incapacity.
  - 19.4.7 Absence without leave which may include any, any combination of, or all of the following: frequent tardiness and/or other failure(s) to report to the assigned place of work at the assigned time; inexcusable and unauthorized absence from the District; inexcusable and unauthorized absence from the District with the intent to avoid lawful special assignments; and/or inexcusable and unauthorized absence from the District with the intent to abandon position. Any of the foregoing forms of absence without leave may be sufficient cause for disciplinary action; however, the extent to which such absence(s) harmed the Public Service, and any matters in extenuation and/or mitigation shall be outcome determinative as to the form of the discipline to be imposed, if any. For the purposes of this section, subject to rebuttal, it shall be presumed that any unit member absent without leave for a period in excess of five (5) days shall have intended to abandon the unit member's position.
- 19.5 Notification: Unit members shall receive written notification of District intention to suspend without pay or dismiss prior to such District action in all cases other than those situations set forth in section 19.2 above. Unit members charged solely with infractions related to the matters set forth in section 19.4.1, above, and who request a Disciplinary Hearing will continue in paid status until the Hearing Officer renders a decision. Notwithstanding the foregoing, if such a unit member requests an extension beyond the hearing date set by the District, such unit member may be placed in unpaid status effective the day after the hearing date set by the District.



- 19.6 Procedure: With the notice of intent to suspend or dismiss, the unit member shall receive written notification of the effective date of the intended action, a written statement of the specific acts and/or omissions upon which the disciplinary action is based, and copies of documents and other materials which support the proposed action and the date by which the unit member may respond either orally or in writing to request a pre-disciplinary (Skelly) hearing.
- 19.6.1 Following the pre-disciplinary (Skelly) hearing, if any, a determination will be made by the District as to the appropriate disciplinary action, if any.
- 19.6.2 If the District determines action should be taken, the unit member shall receive in person, or by certified mail, written notification of this determination accompanied by written notification of the effective date of the action, a statement of the specific acts and/or omissions upon which the disciplinary action is based, copies of documents and other materials which support the action, and a statement advising the unit member of the unit member's right to a hearing wherein the unit member shall have the right either to self-representation or to representation by a conferee or legal counsel.
- 19.6.3 The unit member shall have five (5) workdays following the service of this notice to request a Disciplinary Hearing. If the unit member desires a hearing, the unit member must sign a written request for such within the five (5) day period following the delivery or mailing of the notice. The District shall include an election form to request such Disciplinary Hearing with this notice.
- 19.7 Disciplinary Hearing: All Disciplinary Hearings shall be held before a Hearing Officer mutually selected by the parties of this Agreement. If mutual selection attempts prove unsuccessful, the parties shall request the California State Mediation and Conciliation Service to provide a list of seven (7) arbitrators from which the parties shall strike alternately until one (1) name remains, with the first strike determined by the flip of a coin. The remaining name shall be the Hearing Officer. The cost of the Hearing Officer shall be borne equally by the District and the CSEA. The hearing procedures shall be in conformance with law. Upon completion of the hearing, the Hearing Officer shall prepare the Findings of Fact and Conclusions of Law that constitute the results of the hearing, and form the basis for the decision of the Board of Education. If the Board of Education does not accept a Hearing Officer's recommendation, that is favorable to the

employee, the District will pay the cost of the Hearing Officer. The decision of the Board of Education shall be final.

- 19.8 Non-grievability: The procedures in this article for herein regarding discipline are intended to provide due process and are to be exclusive and therefore shall take the place of access to the grievance procedures as set forth in Article XVIII of this Agreement.

AGREED:

For the District:

For CSEA:

Susan J. Mills  
Assistant Superintendent, Human Resources  
Riverside Unified School District

Date

Daniel S. Rudd  
President, CSEA Chapter 506  
Riverside Unified School District

Date

Robin Mesa (Interim)

Lynn Thompson  
Labor Relations Representative  
CSEA

Shani Dahl

Caralyn Alldis

Mays Kakish

Laura Egan

Jill Collier

Michael Green

Carrie Antrim

Joseph Baglio

Nyna Moore