

**Contract Agreement**

**Between Cuba Independent Schools**

**and**

**Cuba Unified Employees**

**May 2008**

**THROUGH**

**June 2010**

## TABLE OF CONTENTS

<b>Article 1</b>	
<b>Introduction</b> .....	<b>5</b>
<b>Article 2</b>	
<b>Recognition</b> .....	<b>5</b>
<b>Article 3</b>	
<b>Definitions</b> .....	<b>5-6</b>
<b>Article 4</b>	
<b>Agreement Control</b> .....	<b>6-7</b>
<b>Article 5</b>	
<b>Negotiations Procedures</b> .....	<b>8</b>
<b>Article 6</b>	
<b>Federation Rights</b> .....	<b>9-11</b>
<b>Article 7</b>	
<b>Grievance Procedure</b> .....	<b>11-15</b>
<b>Article 8</b>	
<b>Committees</b> .....	<b>15</b>
<b>Article 9</b>	
<b>Employment Procedures</b> .....	<b>16-17</b>
<b>Article 10</b>	
<b>Seniority Defined</b> .....	<b>17</b>
<b>Article 11</b>	
<b>Vacancies</b> .....	<b>18</b>
<b>Article 12</b>	
<b>Assignment and Transfers</b> .....	<b>19</b>
<b>Article 13</b>	
<b>Employees Investigations</b> .....	<b>19-20</b>
<b>Article 14</b>	
<b>Employee Rights</b> .....	<b>20</b>

**TABLE OF CONTENTS**

<b>Article 15</b>		
<b>Discrimination</b>	.....	<b>21</b>
<b>Article 16</b>		
<b>Personnel Records</b>	.....	<b>21-22</b>
<b>Article 17</b>		
<b>Academic Freedom</b>	.....	<b>22</b>
<b>Article 18</b>		
<b>Work Year-Licensed Professional Employees.</b>	.....	<b>22</b>
<b>Article 19</b>		
<b>Work Day- Licensed Professional Employees</b>	.....	<b>22-24</b>
<b>Article 20</b>		
<b>Work Year-Licensed Para-Professional &amp; Non-Licensed Employees.</b>	...	<b>24</b>
<b>Article 21</b>		
<b>Work Day- Licensed Para-Professional &amp; Non-Licensed Employees</b>	....	<b>24-25</b>
<b>Article 22</b>		
<b>Student Discipline</b>	.....	<b>25-26</b>
<b>Article 23</b>		
<b>Over Time Compensatory Plan</b>	.....	<b>26-28</b>
<b>Article 24</b>		
<b>Employee Evaluations</b>	.....	<b>28-29</b>
<b>Article 25</b>		
<b>Licenses/Endorsements</b>	.....	<b>29</b>
<b>Article 26</b>		
<b>Leave-General Provisions</b>	.....	<b>29-32</b>
<b>Article 27</b>		
<b>Battery Leave</b>	.....	<b>32</b>
<b>Article 28</b>		
<b>Bereavement Leave</b>	.....	<b>32</b>
<b>Article 29</b>		
<b>Legal Leave</b>	.....	<b>32-33</b>

**TABLE OF CONTENTS**

<b>Article 30</b>		
<b>Personal Leave</b>	.....	<b>33-34</b>
<b>Article 31</b>		
<b>Professional Leave</b>	.....	<b>34</b>
<b>Article 32</b>		
<b>Straight Leave</b>	.....	<b>34-35</b>
<b>Article 33</b>		
<b>Extended Leave</b>	.....	<b>35-36</b>
<b>Article 34</b>		
<b>Military Leave</b>	.....	<b>36</b>
<b>Article 35</b>		
<b>Parental Leave</b>	.....	<b>36-37</b>
<b>Article 36</b>		
<b>Public/Political Leave</b>	.....	<b>37</b>
<b>Article 37</b>		
<b>Annual Leave</b>	.....	<b>37-38</b>
<b>Article 38</b>		
<b>Leave Without Pay</b>	.....	<b>38</b>
<b>Article 39</b>		
<b>Reduction – In – Force</b>	.....	<b>38-40</b>
<b>Article 40</b>		
<b>Privatization</b>	.....	<b>40</b>
<b>Article 41</b>		
<b>Class Size/Loads</b>	.....	<b>40</b>
<b>Article 42</b>		
<b>Health and Safety</b>	.....	<b>40-41</b>
<b>Article 43</b>		
<b>Teaching/Working Environment</b>	.....	<b>41</b>

**TABLE OF CONTENTS**

**Article 44**  
**Salary Procedures – General** ..... **41-43**

**Article 45**  
**Use of Personal Vehicles** ..... **44**

**Article 46**  
**Insurance Benefits** ..... **44-45**

**Article 47**  
**Complete Agreement** ..... **45**

**Article 48**  
**Agreement Duration** ..... **45-46**

**Signature Page** ..... **47**

**Appendix A**  
**Occupational Groups** ..... **48**

**Appendix B**  
**Management Rights** ..... **49**

**Appendix C**  
**Grievance Form** ..... **50**

**ARTICLE 1  
INTRODUCTION**

This agreement was entered into between the Cuba Independent School and the Cuba Unified Educator on in Cuba, NM.

**ARTICLE 2  
RECOGNITION**

The Cuba Independent School District hereby recognizes the Cuba Unified Educator as the exclusive representative for all employees in the designated bargaining unit as attached on Appendix A. This Agreement is the only agreement between the parties and replaces any and all previous agreements.

**ARTICLE 3  
DEFINITIONS**

Unless otherwise specifically defined elsewhere in this agreement, the following definitions shall be applicable throughout this Agreement:

1. “Bargaining Unit” shall mean those occupational groups and job titles listed in Appendix A.
2. “Days” shall mean days that the Central Office is open for normal operation and shall not include holidays or recesses observed by the District.
3. “District” shall mean the Cuba Independent School District.
4. “Federation” shall mean the Cuba Unified Educator.
5. “Board” shall mean the Cuba Independent School Board of Education.
6. “Licensed Employee” shall mean an employee with the bargaining unit who is required by the State Public Education Department to possess a license for the position in which they are employed by the State of New Mexico, as defined on Appendix A.
7. “Employee” shall mean an employee with the bargaining unit for which the Federation has been recognized as exclusive representative.

8. Use of one gender shall be interpreted as including the other gender.
9. “Superintendent” shall mean the chief executive officer of the Cuba Independent School.
10. “Emergency” is defined as a situation that requires that action be taken for the public peace, health, safety, or instructional needs of the students.
11. “Immediate family” shall include an employee’s spouse, child, grandchild, parent, grandparent, sister, brother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, or a person who resides in the same household with the employee.

#### **ARTICLE 4 IMPLEMENTATION OF THE AGREEMENT**

1. This Agreement has been executed and will be implemented in accordance with the Constitution and Laws of the State of New Mexico and Cuba Independent School Board of Education policy and resolutions (the Labor Management Relations Resolution). In the event a Local Public Employee Relations Board is established it is agreed that the Cuba Independent School Employee-Employer Relations Resolution will be implemented in its entirety. The officers of the Federation and the Administration will meet to discuss issues of mutual concern regarding the implementation and application of this Agreement.
2. If any District policy, regulation or directive is inconsistent with any provision of the Agreement, the Agreement provisions shall control.
3. This Agreement may only be modified or waived through a written agreement between the parties.
4. The District will not implement any change that is in conflict with any provisions of this agreement.

5. This Agreement contains the entire agreement between the Cuba Independent School and the Cuba Unified Educator. Any items not contained herein are subject to the rules and regulations currently established by the employer.
6. In the event the District anticipates the modification or change of a significant term or condition of employment not specifically addressed in this Agreement, the District will notify the Union and, upon request from the Union, the District will discuss such change and/or modification prior to the implementation of the change. This language will not be interpreted in such a manner as to prohibit or impede such modifications or changes.
7. Unless otherwise specifically stated herein, the provisions of this Agreement shall apply equally to all employees.
8. If any portion of this Agreement is determined to be contrary to law or governing order, said provisions shall be void and unenforceable. All other provisions of the Agreement shall remain in full force and effect. The parties may renegotiate the provisions determined to be contrary to law upon agreement.
9. Two copies of this Agreement shall be produced at the District's expense. The Agreement between the parties will be posted in its entirety on the District's Website.
10. Upon approval and implementation of the Local Relations Board, the Management Rights clause in the Employee-Employer Relations Resolution shall be incorporated within this Agreement. Until such time, the Management Rights clause contained within the New Mexico Public Employee Bargaining Act shall be incorporated within this Agreement, per Appendix B.
11. All issues and concerns of employees regarding wages, hours, terms and conditions of employment that took place prior to ratification of the Agreement are considered resolved. The Federation will not pursue, through grievance or other recourse, any such issues.



## **ARTICLE 5**

### **NEGOTIATIONS PROCEDURES**

1. In the event of continuation of the Public Employee Bargaining Act, or voluntary continuation of collective bargaining in the Cuba Independent School, negotiations for a successor agreement may be initiated by either party by submitting a written notice to the other party requesting the commencement of negotiations. The notice shall be sent not earlier than 120 days and no later than 90 days prior to the expiration of this Agreement.
2. Negotiations shall be conducted in closed session.
3. During negotiations, the parties shall meet at mutually acceptable times and places.
4. Upon request, the parties will provide all information classified as public information.
5. All agreements reached by the parties shall be initialed as tentative agreements. Unless otherwise agreed by the parties, tentative agreements shall not become effective until the parties have ratified the entire negotiations package and the agreement has been signed by the parties.
6. During the negotiations of a successor agreement the Administration shall not discuss issues that are a subject of negotiations between the parties with bargaining unit employees other than the appointed negotiating team. During the negotiations of a successor agreement the Federation shall not discuss issues that are a subject of negotiations with the elected officials of the District. The intent of this language is to have negotiations conducted at the negotiating table between the official negotiating teams.
7. The parties may negotiate additional negotiation ground rules.

**ARTICLE 6  
FEDERATION RIGHTS**

1. The following provisions shall be granted exclusively to the Federation, and shall not be granted to any other labor organization for this bargaining unit unless agreed to by the parties.

The District shall continue to provide the Federation payroll deduction for Federation membership in the amounts designated by the Federation; such deductions shall be submitted at least fourteen (14) days prior to the desired deduction date and shall include no other assessment. The deductions shall be made provided the deduction request is submitted to the District payroll office on a form authorized by the Federation. The deductions shall be made from the employee's paycheck for each pay period unless otherwise agreed by the parties. The authorization may be submitted to the payroll office at any time, and the deductions will commence on the following payday. The deductions will be transmitted to the Federation no later than five (5) days following each pay date for which deductions were made. Employee deductions shall be continuous and may be terminated at any time provided the employee submits a written notice to the payroll office and the Federation at least fourteen (14) days prior to the deduction termination. The Federation will notify the payroll office of any change in the deduction amounts at least fourteen (14) days prior to the effective date of the new amount. The Federation agrees to render the District and the School Board harmless and pay for the defense of the District and School Board for any action arising as a result of compliance with this provision.

- 1.2 With prior arrangement and approval of the Superintendent or designee the Federation may be permitted to present a brief statement at bargaining unit employee orientation meetings and at any bargaining unit general meeting.
- 1.3 A distribution basket will be provided for general distribution of Federation material.

- 1.4 The Federation may use meeting areas in District buildings subject to the conditions established for any community organization.
- 1.5 Upon the required written Federation request the District will provide any available information classified as public information.
  - 1.5.1 The Federation will receive a copy of the District Board of Education meeting agenda when published.
  - 1.5.2 The Federation will receive a copy of all District policies and procedures and amendments at the time they are available to the employees.
- 1.6 The Federation building representatives are recognized as Federation leaders in their worksites. This recognition carries with it the right of the representative to carry out their Federation responsibilities. It is recognized by the parties that Federation business is not District business and shall not be conducted on District time or involve the use of District material or equipment. However, by mutual agreement the parties may address labor relations issues on District time.
  - 1.6.1 The building representative shall have the right to address matters pertaining to the organizational rights of the Federation and other concerns of employees confidentially with the worksite supervisor.
  - 1.6.2 Building representatives may distribute appropriate Federation materials and conduct Federation business related to a grievance or other representation, provided these activities do not occur within the instructional schedule or paid duties of the employee and in accordance with applicable sections of this Agreement. Building representatives may make announcements at worksite meetings provided prior arrangements have been made with the worksite supervisor.
  - 1.6.3 Space in each worksite shall be available to the Federation for a bulletin board. It shall be the responsibility of the building representative to maintain this area. This bulletin board shall be used for all

Federation postings. Only appropriate materials shall be posted. Posting shall consist of official federation business, signed by an officer of the Federation and shall not include material that is negative towards employees of the District, the Federation, the Administration, or Member of the School Board.

1.7 Federation officials and/or representatives who are not District employees shall have the right to visit worksites for the purpose of conducting representational business provided the visit does not occur within the employees' instructional schedule or paid duty time.

1.7.1 Duty time shall include preparation time.

1.7.2 The Federation representative will report to the worksite supervisor's office prior to any site visit.

1.7.3 The Federation shall be permitted to conduct worksite meetings before school, after school, or during lunch breaks provided advanced scheduling has been made with the worksite supervisor and Superintendent.

1.8 The Federation or any employee may not solicit membership during any bargaining unit employee's paid duty time.

1.9 The parties will make a good faith effort to resolve alleged violations of the interpretation and application of this article through a meet and confer process.

1.10 The Federation President or designee will be allowed up to two (2) days leave without pay during the contract year.

**ARTICLE 7**  
**GREIVANCE PROCEDURE**  
**PURPOSE**

1. 1. The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, resolutions to issues that arise and are subject to review under this procedure.

2. DEFINITION

2.1. A "grievance" shall be defined as a dispute pertaining to a claim which alleges a violation of this Agreement.

2.2. A "grievant" shall be a bargaining unit employee, group of bargaining unit employees, or the Federation or the School District.

2.3. A "party in interest" shall mean any witness at a grievance hearing, a person against whom the grievance is filed, or a person who may be impacted as a result of any action taken to resolve a grievance.

3. PROCEDURES

3.1. Grievance proceedings shall be kept informal at the first level of this procedure.

3.2. The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.

3.3. If the grievant fails to comply with the grievances' time limit requirements as set forth under any of the procedures' levels, the grievance shall be considered null and void.

3.4. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties, in writing.

3.5. Both parties may be represented at any hearing or meeting conducted under this procedure.

3.6. No reprisal or retaliation by any party to the grievance shall be taken against either a grievant or a party in interest including witnesses as a result of participation in this grievance process.

3.7. An employee, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been

processed in accordance with this procedure. In this case, the employee, not the Federation, assumes full financial responsibility for the processing of the grievance. At any hearing of a grievance brought individually by an employee, the Federation, as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment shall be consistent with the provisions of this Agreement.

- 3.8. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the District which has a system wide impact, the Federation may submit the grievance on behalf of the affected employees.
- 3.9. The parties shall cooperate in any investigation which may be necessary in order to expedite the process and the parties may share relevant documents, facts, or records.
- 3.10. All documents related to a grievance shall be maintained in a grievance file. This information will be available on a need to know basis to the supervisory and management staff, the District's representative, the employee, and the employee's representative.
- 3.11. All decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.
- 3.12. Grievances shall be filed on forms approved by the parties
- 3.13. All grievances shall be processed in accordance with this Agreement. This is the only grievance procedure available to bargaining unit employees.
- 3.14. Unless otherwise agreed to by the parties, the hearing of the grievance shall be conducted before or after the grievant's workday.
- 3.15. All grievances shall be filed and processed on grievance forms identified in Appendix C.

#### 4. LEVEL ONE

- 4.1 The grievant and/or Federation shall submit the grievance in writing to the immediate supervisor during an informal meeting.
- 4.2 To be considered, the grievance must be filed within ten (10) working days of the commission or omission of the act that generated the grievance. It must contain at a minimum the provisions of this Agreement alleged to be violated, a description of the facts that led the grievant to believe there has been a violation of the Agreement,

the date of the incident that the grievant believes precipitated the grievance and the relief requested

4.3. The grievant may be accompanied and represented by a Federation representative if desired.

4.4. Within ten (10) days of the filing of the grievance, the parties will meet at a mutually agreed upon time and place for the purpose of attempting to resolve the grievance. If the grievance is resolved at Level One the settlement will be reduced to writing and provided to both parties.

5. LEVEL TWO

5.1 If the grievant is not satisfied with the results of Level 1, the grievant or the Federation may submit the grievance in writing to the Superintendent or designee. To be considered, the grievance must be filed within ten (10) working days of the response from the immediate supervisor and contain the provision of the Agreement allegedly violated, a brief description of the facts which led the grievant to believe there has been a violation of the Agreement and the relief requested.

5.2 No later than ten (10) working days following receipt of the grievant's written grievance, the Superintendent or designee shall submit a written response to the grievance. The response shall be submitted to the grievant and the Federation.

6. ARBITRATION

6.1 If the grievance is not resolved at Level Two and the grievant desires to pursue the grievance the grievant shall provide written notification of intent to proceed to arbitration. Such written notice shall be provided to the District within ten (10) days of the Level One meeting. If the District's grievance is not resolved at the session with the Local President and the District wishes to pursue the grievance, written notification of intent to advance to arbitration will be presented to the Local Federation President within ten (10) days of the meeting between the parties to attempt to resolve the grievance.

6.2. Within five (5) days of the notice of intent to proceed to arbitration the parties will request an unrestricted list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).

- 6.3. Upon receipt of the list of arbitrators the parties will meet to select the arbitrator. The flip of a coin will determine who strikes the first name. Each party will alternately strike a name until only one name remains. The remaining name will become the selected arbitrator.
  - 6.4. The arbitrator shall conduct a hearing as soon as possible.
  - 6.5. The arbitrator's decision shall be final and binding on the parties subject to appeal in accordance with the Uniform Arbitration Act (Chapt. 44, NM Stat. Ann. 1978).
  - 6.6. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the costs of witnesses.
  - 6.7. Issues related to the arbitration potential of a grievance shall be decided by the arbitrator.
  - 6.8. The arbitrator's decision shall be submitted in writing to the District and the Federation no later than thirty (30) days after the conclusion of the hearing and shall include the rationale for the decision and, if appropriate, the relief.
  - 6.9. It is recognized by the parties that in the case of the individual employee pursuing the settlement of a grievance on his own, the parties may be required by the arbitrator to provide full or partial payment in advance.
7. The rights of persons under this procedure are in addition to other remedies provided by law, including the right to file a complaint with an appropriate state/federal department or agency. Such filing shall not postpone or impair the resolution of a complaint submitted pursuant to this procedure. The submission of a complaint under this procedure is not a prerequisite to the pursuit of other legal remedies.



**ARTICLE 8  
COMMITTEES**

The District and the Federation shall by mutual agreement establish a committee to address issues of wages, hours, and working conditions.

Site level programmatic and curriculum committees may continue to operate.

**ARTICLE 9  
EMPLOYMENT PROCEDURES**

1. The District shall be an equal opportunity employer.
2. The District shall hire only licensed professional employees who are licensed to work in the State of New Mexico or who are eligible for licensure or a waiver.
3. Twice a year, in October and March, the District will provide the Federation with a list of all employees in the bargaining unit.
4. The parties acknowledge that reduced class size and reduced absenteeism can improve the education of students. The parties will work towards these goals.
5. Licensed Professional and para-professional employees who intend to resign employment with the District shall provide the District a minimum thirty (30) calendar days notice of the intended resignation. The District may consider extenuating circumstances that may necessitate shorter notice.
6. Non-licensed employees who intend to resign employment with the District shall provide the District a minimum fifteen (15) calendar days notice of the intended resignation. However, the District may consider extenuating circumstances that may necessitate shorter notice.
7. The District will develop and/or modify job descriptions identifying the general duties and responsibilities for all bargaining unit employees. Upon request the District will provide a job description or revised job description to bargaining unit employees. Job descriptions will be available to view on the District's

Local Area Network (LAN). Job descriptions will not contain language which allows the immediate supervisor and or superintendent to assign other tasks outside those agreed to in this negotiated agreement

8. Each employee shall provide within ninety (90) days of the date of initial employment the following documents and/or materials:
  - 8.1. Appropriate New Mexico Licensure in the teaching area for which the employee is hired.
  - 8.2. Verification of all previous employment allowed for placement on the salary schedule or used to determine qualifications for the position in which he/she is employed.
  - 8.3. Official transcripts or other documents as proof of qualifications for employment.
  - 8.4. Current health certificate.
  - 8.5. Notice of Pre-existing injury.
  - 8.6. Fingerprint and Background Check
  - 8.7. Any other documentation required by law.

## **ARTICLE 10**

### **SENIORITY DEFINED**

1. District seniority shall be defined as length of continuous District service within the bargaining unit and occupational group. District seniority credit shall commence with the employee's most recent date of hire (contract date).
2. Classification seniority shall be determined as the length of continuous service within his/her job title. Classification seniority shall commence with the employee's most recent date of hire within his/her job title.
3. For the purpose of Reduction in Force (RIF), according to the terms and conditions established in Article 36 District seniority within the bargaining unit within the occupational group shall apply.
4. District seniority within occupational group shall govern in placement on the salary schedule.
5. Time spent on an unpaid leave of absence for more than thirty (30) days shall not be counted toward seniority credit. However, the time spent on an unpaid leave of absence shall not represent a break in service.

6. The District shall provide the Federation a list of all employees in the bargaining unit not later than October 15<sup>th</sup> of each school year. The list shall include the licensed professional, licensed para-professional and non-licensed employees, their job assignment, date of hire, and salary.

## **ARTICLE 11 VACANCIES**

1. Vacancies for all positions in the bargaining unit that the District intends to fill shall be posted in all worksites. Postings shall be for duration of ten (10) days. This provision does not apply to positions that open during the summer months.
2. Employees, who wish to be considered for vacancies that may occur during the summer months, may submit a letter of interest for the desired positions prior to the end of the school year. The District shall consider these letters of interest as valid applications for positions identified in the letter of interest that may occur during the summer months.
3. Vacancy postings shall, at a minimum, contain the identification of the vacant position, the worksite at which the position exists, the position's major responsibilities, minimum license and skills needed for the position, and pay for the specific position, the name of the person to whom application should be sent, and the deadline for submission of applications.
4. The parties agree that it is in the best interest of the students and the community to have the highest standards for employment with the District. The District shall fill vacancies on the basis of the best-suited applicant as determined by the District.
  - 4.1 All things being equal the District shall give consideration to qualified internal applicants when filling vacancies.
  - 4.2 If the decision is between two (2) or more equally suited internal applicants the District will give priority to the employee with greater seniority.
5. Internal applicants who have been interviewed but were not chosen for a vacant position shall be notified that they have not been chosen for the position as soon as possible after the hiring decision has been made, but no later than five (5) days after the decision. The internal applicant not chosen may request a meeting

with the selecting supervisor to inquire how they can improve their skills for future employment opportunities.

## **ARTICLE 12**

### **ASSIGNMENTS AND TRANSFERS**

1. Teaching and extracurricular assignments shall be made before the last day of school in an effort to give staff time to prepare. A good faith effort will be made to notify employees of a change in assignment before the beginning of school. When possible assignments for non-licensed employees shall be made by July 1<sup>st</sup>.
2. A good faith effort will be made to give licensed professional employees who have had a change in assignment of subject or grade level after the beginning of the school year, as much notice as possible, recognizing that the priority is the best interest of the students.
3. Employee assignments will be based on the instructional needs of the students, as determined by the superintendent.
4. With administrative approval, an employee's request for voluntary reassignment will be considered prior to the initiation of an involuntary transfer.
5. Any significant change in assignment shall be considered an involuntary transfer. A significant change for licensed professional employees shall mean movement from one building to another and for non-licensed and para-professional employees shall mean movement from one campus to another.
6. Notice and reasons for significant changes of assignment will be provided to the affected employee in writing and in person when possible. If the employee is not available such information will be provided by phone.
7. An employee who is involuntarily assigned to a position for which he/she is not licensed, endorsed or experienced shall be provided additional administrative assistance in the assignment transfer.

## **ARTICLE 13 EMPLOYEE INVESTIGATIONS**

1. The District reserves the right to investigate all allegations of employee misconduct.
2. An employee may be placed on administrative leave of absence with pay during a pending investigation.
3. During an employee's pending investigation, no documentation related to the matter under investigation will be placed in the employee's personnel file.
4. Employee investigations shall be conducted expeditiously and in accordance with appropriate law. Upon completion of an investigation but prior to the filing by the District of charges against an employee, the employee will be provided the opportunity to respond to the complaint.
5. Upon return to work following an investigation, a meeting between the employee and the appropriate administrator will be scheduled in an attempt to create a positive transition.

## **ARTICLE 14 EMPLOYEE RIGHTS**

1. An employee may be accompanied by a Federation representative at any meeting with a District official when a disciplinary action is being considered. An administrator may allow/recommend representation at any meeting where the administrator feels representation could facilitate communication.

An employee may be accompanied by a Federation representative or an off-duty employee at any meeting with the administration which is initiated by the employee.

A Federation representative or other employee may not accompany an employee to any evaluation conference.

2. The parties agree that proper professional decorum requires respecting the confidentiality of individuals. Therefore, normally, any discussion critical of an employee's or administrator's performance or behavior will be held in private.