

**DISCIPLINE POLICY FOR
TEAMSTERS LOCAL 665, PERMANENT BARGAINING UNIT MEMBERS**

1. Applicability of Policy

This discipline policy shall apply to permanent bargaining unit members.

2. Right to Representation

Any permanent bargaining unit member shall have the right to request union representation at any meeting with a District representative which the permanent bargaining unit member reasonably believes may lead to discipline of the permanent bargaining unit member.

3. Cause for Discipline

A permanent bargaining unit member shall be subject to disciplinary action, including suspension without pay or termination for just cause. Unit members shall not be subject to discipline for reporting any concern regarding violation of Board policy to the appropriate District official. Unit members shall not be subject to reprisals of any form as a result of reporting any condition believed to be unsafe.

4. Preliminary Written Notice (“Skelly” rights)

4.1 A permanent bargaining unit member shall receive a preliminary written notice of any proposed suspension without pay or termination. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

4.2 Any known written materials, reports, or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.

4.3 The permanent bargaining unit member shall have the right to request a “Skelly” meeting with or respond in writing to the Superintendent or the Superintendent’s designee within five (5) working days after receiving the preliminary notice. “Working days” are days on which the District office is open. After any requested meeting or receipt of any written response, the Superintendent or designee shall consider the permanent bargaining unit member’s response and recommend that the proposed disciplinary action be taken, modified or not taken.

5. Notice of Intention to Suspend or Dismiss

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If, following the events described in Section 4 above, suspension without pay or termination action is initiated by the District, any permanent bargaining unit member shall be given written notice by the Superintendent or designee, of the specific charges. The notice shall contain a statement of rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than five (5) calendar days after service of the notice on the permanent bargaining unit member, and said notice shall be accompanied by a paper, the signing and filing of which with the Superintendent or designee shall constitute a demand for a hearing and a denial of all charges. Failure of the permanent bargaining unit member to file a request for hearing within the time specified shall constitute a waiver of the permanent bargaining unit member's right to a hearing.

6. Conduct of Hearing

6.1 The Board of Education shall determine whether to conduct the hearing itself or whether to appoint a hearing officer who shall conduct a hearing and prepare proposed findings and conclusions and a recommended decision.

6.2 The Board of Education or the hearing officer shall set the matter for hearing and shall give the permanent bargaining unit member at least ten (10) business days notice in writing of the date, time, and place of the hearing.

6.3 The hearing shall be closed unless the permanent bargaining unit member requests that the hearing be open to the public.

6.4 Rights of the Permanent Bargaining Unit Member

The permanent bargaining unit member shall attend the hearing, unless excused upon his or her request by the Board of Education or the hearing officer, and shall be entitled to:

- a. be represented by counsel, Teamsters Local 665, or any other person at the hearing;
- b. testify under oath;
- c. compel the attendance of other employees of the District to testify;
- d. cross-examine all witnesses appearing against the permanent bargaining unit member and all other employees of the District whose actions are in question or who has investigated any of the matters involved in the hearing and whose reports are offered in evidence;
- e. impeach any witness;
- f. present such affidavits, exhibits, and other evidence as the hearing board deems pertinent to the inquiry; and

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g. argue a case on the permanent bargaining unit member's behalf.

6.5 The party attempting to substantiate the charges against the permanent bargaining unit member shall be entitled to the same privileges.

6.6 Evidence

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

6.7 Exclusion of Witnesses

The Board of Education or hearing officer may upon request of either party exclude all witnesses not under examination, except the permanent bargaining unit member and the party attempting to substantiate the charges against the permanent bargaining unit member and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

6.8 Burden of Proof

The burden of proof shall be upon the party attempting to substantiate the charges.

6.9 Findings and Decision

Upon completion of the hearing, findings of fact and conclusions of law shall be signed and filed by the Board of Education, which shall constitute its decision. If the hearing is before a hearing officer, written findings and conclusions and a proposed decision shall be submitted by the hearing officer. If the Board of Education accepts the findings and conclusions and proposed decision, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must read the record or hold a new hearing, after which it may adopt the findings and conclusions made by the hearing board, or may adopt its own findings and conclusions. Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the permanent bargaining unit member or counsel or other representative and such notice shall include a roll call vote of each member of the Board of Education

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showing how each member voted on the issue. Except for the correction of clerical error, such decision shall be final and conclusive.

6.10 Transcripts of Hearings

- a. A stenographic record of all hearings shall be made by a court reporter. The District shall bear the cost of having the court reporter record the hearing. Transcripts of the hearing shall be furnished to either party on payment of the cost of preparing such transcripts.
- b. All costs of a hearing officer shall be borne by the District. All other expenses shall be borne by the party incurring them.

6.11 Continuances

The Board of Education or the hearing office may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the permanent bargaining unit member shall be deemed to have waived salary for the period of the continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

7. Administrative Leave

Any permanent bargaining unit member may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent.

8. Sex or Narcotics Offenses: Compulsory Leave

Any permanent bargaining unit member charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges.

Any permanent bargaining unit member placed on compulsory leave shall continue to be paid his or her regular salary during such leave if he or she furnishes to the District a suitable bond to guarantee that the permanent bargaining unit member will repay the salary paid during the compulsory leave in case the permanent bargaining unit member is convicted of such charges or fails to return to service following expiration of the compulsory leave. If the permanent bargaining unit member does not furnish a bond and if the permanent bargaining unit member is acquitted of such offense, or the charges dropped, the District shall pay to the permanent bargaining unit member upon his or her return to service, the full amount of salary which was withheld during the compulsory leave.