

TENTATIVE AGREEMENT
Between
The Redwoods Community College District (District)
and
California School Employees Association and Its College of the Redwoods
Chapter 509
August 28, 2023

This proposal from the Redwoods Community College District to the California School Employees Association and Its College of the Redwoods Chapter 509 is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

This proposal is intended to apply only to the article below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

ARTICLE II
EVALUATION AND PERSONNEL FILES

- 2.1 The District agrees to require all material placed in an employee's personnel file be initialed and dated by the person placing the material in the file. A copy of all materials placed in the file will be sent to the employee involved. All file documents shall be maintained in one jacket. Official letters of commendation or other official documents of recognition pertaining to the employee's employment shall be made a permanent part of the employee's file.
- 2.2 Employees may inspect their personnel file upon request, provided the request is made at a time when such person is not actually required to render services for the District. Those materials which the law permits the District to maintain as confidential and not subject to inspection of the employee or his/her representatives shall not be subject to the inspection provided for herein.
- 2.3 Information of a derogatory nature shall not be placed in a personnel file unless and until the employee is given written notice and an opportunity to review and comment thereon. Any employee shall have the right to enter and have his/her own comments attached to any such derogatory information. If the employee reviews and prepares comments to the derogatory information within ten working days of receipt of the notice from the District, the review and comment preparations shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. If the employee chooses not to review and prepare comments until after the ten day period expires, then the review and preparation must be done during off-duty hours.
- 2.4 All newly hired employees and all employees upon promotion shall receive at least two performance evaluations by the immediate supervisor, one each during the second and fifth month of the probationary period. All permanent employees shall

receive one performance evaluation every two years by the immediate supervisor on or about the employee's bi-anniversary date. Whenever an employee is rated by more than one supervisor, all supervisors of the employee will sign the rating form. The parties understand and agree that this schedule of evaluations is a minimum schedule. Additional evaluations may be made by the District and shall be made when requested by an employee. An evaluation requested by an employee shall be accomplished within thirty days, but an employee may not initiate such an evaluation more frequently than twice between annual evaluations. Whenever an employee is evaluated under normal circumstances by another bargaining unit member, that evaluator shall initial the evaluation and the immediate supervisor who is not a member of the bargaining unit shall sign the evaluation.

The immediate supervisor who has the responsibility to sign the evaluation may change the ratings, but the fact that a rating is changed shall be noted on the evaluation document. Written comments will be given for "occasional problems" and "consistent problems" ratings.

2.4.1 The qualitative ratings on an evaluation shall be subject to the grievance procedure in this Agreement, except that no such grievance shall be subject to advisory arbitration.

2.5 The probationary period for all classified employees serving in a new classification shall be not exceed six months or one hundred thirty working days in paid service, whichever is longer. "Days in paid service" shall include all days worked, all District-paid holidays occurring on regularly scheduled workdays, up to six (6) days of sick leave, vacation leave, and two (2) personal holidays, but excluding any and all paid or unpaid leaves of absence, and non-working days. The probationary period may be extended by the District when an employee's extended absence exceeds six (6) days. The probationary extension shall be equal to the number of days of extended absence beyond six days. However, in no case shall a probationary period exceed one calendar year. The probationary period for an employee may be extended beyond 130 working days by the mutual written agreement of the District and CSEA. [Note: As stated in *Hernandez v. Rancho Santiago Community College Dist.* (2018) 22 Cal.App.5th 1187, the probationary period may be extended by the District – even when it exceeds the limit established in Education Code § 88013(a) – if the employee's extended absence prevents the District from exercising its right to evaluate a probationary employee. As the Court in that case held, the District may not simply release the employee due to the absence, but must be afforded the right to a meaningful evaluation. This extension would apply in circumstances like industrial accident/illness leave (60-days), extended illness (100-days), catastrophic leave per Article 10.14, CFRA/Parental/FMLA for employees with more than 1250 hours in the preceding 12-months, military leave, Pregnancy Disability Leave (PDL), leaves for reasonable accommodations under ADA/FEHA, etc.]

FOR DISTRICT:

Rory Johnson

Date Sep 11, 2023

Rory Johnson,
College of Redwoods Chief Negotiator

Keith Flamer

Keith Flamer (Sep 12, 2023 06:08 PDT)

Date Sep 12, 2023

Keith Flamer,
President

FOR CSEA:

Thomas Cossey

Date Sep 12, 2023

Thomas Cossey,
CSEA Chief Negotiator

Holley Luia

Date Sep 19, 2023

Holley Luia,
Labor Relations Representative