

COUNTER-PROPOSAL

ANTELOPE VALLEY COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4683
to the FROM THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

May 6, 2026

This proposal from the Antelope Valley Community College District to the Antelope Valley Federation of Classified Employees is expressly made pursuant to the Educational 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 XVII

JUST CAUSE AND PROGRESSIVE DISCIPLINE OF A UNIT MEMBER

17.0 Just Cause and Progressive Employee Discipline

~~Unit members who have violated a rule or regulation prescribed by the board in Board Policy Section 4662.1 shall be subject to appropriate disciplinary action whereby an employee is deprived of any classification or any incident of any classification in which they have permanence, including dismissal, suspension, demotion, or an administrative reassignment, except a layoff for lack of work or lack of funds. Disciplinary action shall conform to established principles of just cause and progressive discipline as listed below whereby t~~The District may pursue non-disciplinary corrective action in an attempt to remediate employee conduct or performance. Progressive discipline should be administered in a neutral, reasonable, and confidential manner. While a verbal warning or reprimand is not a disciplinary action as defined by the Education Code, it is included as disciplinary action under the Article 17 process for concept of progressive discipline. in appropriate circumstances. The initial steps in the progressive discipline process are as follows: ~~Non-disciplinary actions may include oral reprimands, and written reprimands as follows:~~

17.0.1 ~~Informal Conference~~Written Verbal Warning

- 1) ~~Oral reprimand~~ A verbal warning is the initial stage of progressive discipline, and may be initiated when appropriate. At the first sign of ~~misconduct or~~ job performance deficiency, the supervisor ~~shall~~may issue a ~~verbal written warning intended to~~ put the unit member on notice that his/her performance is unsatisfactory and shall advise the unit member of the supervisor's level of expectation. Unless progressive discipline is bypassed per Article 17.05, Unless the transgression is serious, the unit member should ~~may not generally be written up for a first offense.~~ A supervisors written summary of the oral reprimand shall not constitute a written reprimand, and shall not be included in the personnel file.
- 2) If the unit member continues to engaged in misconduct under Article 17.1, violate rules, regulations, and under performs after oral reprimands verbal warnings are given and there have been opportunities to improve, the matter may warrant the next level of discipline.

17.0.2 Written Reprimand

~~The When If~~ a unit member has already been given one or more verbal warnings an oral reprimand notice that his/her performance is substandard. Should and the unit member continues to engage in misconduct under Article 17.1break rules, ignore orders, fail to perform assigned tasks, or otherwise fall short of the job standards after there have been opportunities to improve, the

49 supervisor ~~shall~~ **may** reprimand the unit member ~~document the problem~~ in
50 writing. ~~This is done~~ in the form of a **memorandum of written** reprimand, **which**
51 **shall be issued to the unit member to officially rebuke the unit member.**

52 The purpose of the memorandum is to put the unit member clearly on notice that
53 the **continuing** conduct or performance in question is unacceptable and to
54 document the specific act or omission. A copy of the memorandum of reprimand
55 shall be placed in the unit member's official personnel file.

56 17.0.3 **Conferences, Directives, and Further Reprimands**

- 57 1) Should the unit member's performance continue to be unsatisfactory after issuance
58 of one or more written reprimands **and there have been opportunities to**
59 **improve**, the unit member **now** becomes a candidate for **possible serious**
60 disciplinary action **in the form of demotion, suspension or dismissal, pursuant**
61 **to the procedures and based on the causes set forth in this Article. The Prior**
62 **to moving to these forms of disciplinary action, the** supervisor ~~will~~ **may** hold
63 **conferences confer more frequently** with the individual to discuss his/her
64 shortcomings and provide specific directions for improvement in a reasonable period
65 of time agreed to by the district and the Federation to show improvement. These
66 conferences should be summarized in writing by the supervisor and filed in the unit
67 member's official personnel record with the **any** written reprimands. The unit
68 member shall be provided copies of all **disciplinary written warnings and/or**
69 reprimands and conference summaries. The unit member also has the right to
70 respond to any written documentation to be placed in his/her personnel records.
71 ~~Employees~~ **Unit members** have the right to Union representation during all
72 conferences that **they reasonably believe** may result in a written reprimand or **any**
73 **other** disciplinary action.
- 74 2) The supervisor will continue to document **any of** the unit member's **positive**
75 progress, performance deficiencies, or misconduct **during these attempts to**
76 **remediate employee conduct or performance.**

77 17.0.4 **Documentation Review/Recommendation**

78 **Throughout the progressive discipline process, the** unit member's deficiencies
79 should be well documented in the file through written **warnings,** reprimands **and**
80 conference summaries, ~~and written documents (such as complaints) relevant~~
81 ~~to the infraction from other sources.~~ The unit member's supervisor ~~will~~ **may**
82 recommend, based upon all relevant documentation and circumstances, either that
83 the unit member be **further** disciplined, ~~or~~ that he/she be given additional time to
84 improve their performance, **or if sufficient progress has been made, and the**
85 **deficiency has been remediated, it will conclude the disciplinary process.**

86 17.0.5 **Bypassing Progressive Discipline**

87 **The District and Federation agree that progressive discipline will be applied**
88 **except in cases of severe disciplinary infractions, such as being an immediate**
89 **threat to the health, safety, and wellbeing of students, employees, or the**
90 **public, criminal actions/misconduct, ~~habitual violations of the district's~~**
91 **~~policies or regulations, or~~ acts of gross misconduct, or acts that are**
92 **intentional, wanton, willful, deliberate, reckless, or in deliberate indifference**
93 **to the District's interest.**

94 17.1 **Just Cause for Dismissal/Disciplinary Action**

95 **Disciplinary action, including suspension, demotion, or dismissal of unit members, shall be**
96 **restricted to just cause as determined by the Board. The Board's determination of the**

97 sufficiency of cause for dismissal shall be conclusive. Just cause for dismissal shall
98 include:

- 99 1) Intentional misrepresentation or dishonesty in any information supplied to the
100 District, including but not limited to, in falsifying formation submitted in application
101 forms, employment records, or any other district record;
- 102 2) Incompetence;
- 103 3) Physical or mental disability rendering the unit member incapable of performing
104 their assigned duties;
- 105 4) Inexcusable neglect of duty, insubordination, or willful disobedience;
- 106 5) Drunkenness, intemperance, or addiction to narcotics that impairs the unit member
107 in the workplace, if consistent with the ADA and California law;
- 108 6) Conviction of a felony or a misdemeanor involving moral turpitude, or any
109 disqualifying conviction as specified in Education Code § 878021 and/or 878022;
- 110 7) Persistent absence without leave, failure to report such absence, or failure to file a
111 notice of absence within a reasonable period after returning to work;
- 112 8) Discourteous, Offensive, or abusive conduct or language toward other employees,
113 students, or the public during working hours or on district property; or after hours,
114 if the conduct exerts harmful influence on the District;
- 115 9) ~~Abuse of illness leave privileges;~~
- 116 10) Misuse or converting District property to personal use;
- 117 11) Failure to abide by the conditions of employment set forth by Board policy,
118 commission of acts outside of duty hours which hinder the performance of the unit
119 member's assigned task.

120 17.2 Suspension

- 121 1) An offense committed by a unit member that is not sufficiently severe to warrant **dismissal**
122 **termination** may result in disciplinary **paid or unpaid** suspension, however, the unit
123 member shall typically be given one suspension before moving to another level of
124 discipline, however, the unit member shall be given one suspension before moving
125 to another level of discipline.
- 126 2) ~~Based upon the nature and severity of the offense, suspension may occur at any~~
127 ~~stage of the disciplinary process. Only materials legally placed in the employees'~~
128 ~~personnel file in the last three scholastic years may be used to determine the~~
129 ~~appropriateness of suspension.~~
- 130 3) Suspension may be recommended by the Superintendent/President and the length
131 deemed appropriate to the offense up to one year shall not exceed ten (10) calendar
132 days for any one suspension and not more than twenty (20) calendar days in any
133 school year.
- 134 4) ~~No remuneration shall be paid the unit member during the period of suspension.~~
135 ~~However, in the event that such suspension is rejected by the Board, payment shall~~
136 ~~be made for the period during which the unit member was suspended.~~

137 17.3 Demotion

138 1) Demotion refers to a vertical downward movement of any employee from one class to
139 another and involves a reduction in pay. Demotion signifies assignment to a lower
140 classification.

141 2) ~~Demotion for disciplinary reasons may be accomplished by the Board upon written~~
142 ~~recommendation of the Superintendent/President, for action or conduct that it~~
143 ~~deems detrimental to the welfare of the District. Such conduct may include violation~~
144 ~~of statutes or failure to abide by Board policy, rules and regulations.~~

145 17.4 Dismissal

146 1) ~~Based upon documented deficiencies and/or infractions, formal discharge found in~~
147 ~~the employee's official personnel file, Formal discharge for just cause, as called for~~
148 ~~under "Cause for Dismissal," of a unit member may be imposed on unit members of~~
149 ~~the bargaining unit for the causes indicated in Article 17.1 after following the~~
150 ~~procedures set forth in this Article. be warranted only after all of the above steps~~
151 ~~have been adhered to.~~

152 2) ~~Should the circumstances of the cause for dismissal be determined to be sufficiently~~
153 ~~severe, steps may be taken for the immediate dismissal of the unit member at any~~
154 ~~stage of the disciplinary process.~~

155 17.5 Cause for Dismissal

156 ~~Dismissal of unit members shall be restricted to cause as determined by the Board. The~~
157 ~~Board's determination of the sufficiency of cause for dismissal shall be conclusive. Cause~~
158 ~~for dismissal shall include:~~

159 1) ~~Any information supplied to the District, including but not limited to, in falsifying~~
160 ~~formation submitted in application forms, employment records, or any other district~~
161 ~~record;~~

162 2) ~~Incompetence;~~

163 3) ~~Physical or mental disability rendering the unit member incapable of performing~~
164 ~~his/her assigned duties;~~

165 4) ~~Inexcusable neglect of duty, insubordinate or willful disobedience;~~

166 5) ~~Drunkenness, intemperance, or addiction to narcotics;~~

167 6) ~~Conviction of a felony or a misdemeanor involving moral turpitude;~~

168 7) ~~Persistent absence without leave, or failure to report such absence;~~

169 8) ~~Discourteous, offensive, or abusive conduct or language toward other employees,~~
170 ~~pupils, or the public during working hours; after hours, if conduct exerts harmful~~
171 ~~influence on the District;~~

172 9) ~~Abuse of illness leave privileges;~~

173 10) ~~Misuse or converting District property to personal use;~~

174 11) ~~Failure to abide by the conditions of employment set forth by Board policy,~~
175 ~~commission of acts outside of duty hours which hinder the performance of the unit~~
176 ~~member's assigned task.~~

177 17.6 Notice of Intended Disciplinary Action (Suspensions, Demotions, and Dismissals Only)

178 1) ~~Administrative or supervisory personnel may~~The President or designee may
179 recommend the dismissal, demotion, or suspension of a unit member for cause listed in
180 Article 17.1 Cause for Dismissal. Recommendation for disciplinary action
181 mentioned herein must be Board approved. A written notice of disciplinary action shall
182 contain a statement in ordinary and concise language of the specific acts and omissions
183 upon which the disciplinary action is based, a statement of the cause for the action taken,
184 and, if it is claimed that a unit member has violated a rule or regulation of the Board, such
185 rule or regulation shall be set forth in the notice. The written notice shall emanate from the
186 office of the Superintendent/President and shall state actual circumstances and
187 occurrences of which the disciplinary action is based.

188 2) ~~Prior to the issuance of the notice, the Superintendent/President may consult with~~
189 ~~the vice-president having supervisory jurisdiction over the unit member or other~~
190 ~~personnel as conditions warrant.~~

191 3) The Superintendent/President, or designee, shall inform the unit member by written
192 notice of the specific charges against them; a statement of their right to a hearing
193 on such charges, and the time within such hearing may be requested, and the
194 identity and contact information (including email) to whom any mailed or emailed
195 hearing request should be directed.

196 4) The dismissal written notice intended of intended disciplinary action shall provide
197 the unit member with an opportunity for a hearing, upon mailed or emailed request,
198 which shall not be less than five fifteen (15) twenty (20) working days after service
199 of the intent to dismiss such unit member. Failure on the part of the unit member to
200 request a hearing within the limit established in the notice shall be deemed a refusal
201 by said unit member to a hearing. A request for hearing shall constitute a denial of
202 all charges.

203 5) The intent to dismiss shall also contain a card or paper, the signing of which shall
204 constitute a demand for a hearing and the denial of all charges. A unit member, or
205 their representative on their behalf, may also demand a hearing by emailing such a
206 request the individual identified by the District in the Notice at the email address
207 identified in the Notice.

208 6) If the unit member requests a hearing within the time prescribed by the dismissal
209 notice, the District shall afford such unit member with an opportunity for the hearing.
210 The burden of proof for establishing sufficiency of cause shall remain with the
211 District.

212 7) No disciplinary action shall be taken for any cause which arose prior to the unit
213 member becoming permanent, nor for any cause which arose more than two (2)
214 years preceding the date of filing of the notice of cause, unless such cause was
215 concealed or not disclosed by the unit member when it could be reasonably
216 assumed that the unit member should have disclosed the facts to the District.

217 17.7 Pre-Disciplinary (Skelly) Rights

218 1) When suspension, demotion, or discharge are recommended, the President or
219 designee will notify the Board and the employee and state the reasons. Such notice
220 shall be in writing, and shall be served in person or by certified mail upon the unit

221 member by the President or appointed designee. The written notice shall include a
222 statement of the unit member's right to a pre-disciplinary (Skelly) meeting on the
223 charges, the period within which such a due process meeting (Skelly) will occur;
224 and the unit member's right to be represented, if requested. The meeting shall be
225 conducted by a disinterested Skelly Officer, e.g. an administrator who was not
226 involved in the underlying circumstances nor the party of initiating the charges. At
227 the conclusion of the due process meeting, the Skelly officer shall submit in writing
228 a recommendation to the President.

- 229 2) Based on the recommendation from the Skelly Officer, the President or designee
230 may proceed to issue a Notice of Disciplinary Action, which shall conform to the
231 same requirements as Article 17.6, and shall inform the unit member of their right to
232 demand a hearing on the charges pursuant to Article 17.8.

233 17.8 Appeal of Disciplinary Action

- 234 1) When an employee appeals any disciplinary action, which would afford the employee
235 a hearing before a third-party neutral as required by law, the following procedure should
236 be utilized in order to obtain a hearing. Within fourteen (14) calendar days of the District's
237 receipt of an appeal from said disciplinary action, it shall request a list of seven (7) Neutral
238 hearing officers from the California Mediation and Conciliation Service. The District shall
239 cause a list identifying the names of seven (7) neutral hearing officers to be served upon
240 the appellate employee and the Federation, if the Federation has elected to represent
241 the employee.
- 242 2) Within fourteen (14) calendar days of the service of the list of seven (7) neutral hearing
243 officers, the parties shall alternatively strike names from the list until one (1) remains. The
244 remaining name will be designated as the hearing officer to hear the disciplinary appeal.
- 245 3) The hearing officer shall assume jurisdiction and shall schedule a hearing at the
246 earliest mutually agreeable date and time. Each party shall have the right to call and
247 examine witnesses; and to introduce exhibits; to cross-examine opposing
248 witnesses; to impeach any witness, regardless of which party first called them to
249 testify; and to rebut the evidence against them. If the accused unit member
250 (Respondent) does not testify on their own behalf, they may be called and examined
251 as if under cross- examination. The hearing need not be conducted according to
252 technical rules relating to evidence and witnesses. Any relevant evidence shall be
253 admitted if it is the sort of evidence on which responsible persons are accustomed
254 to rely in the conduct of serious affairs, regardless of the existence of any common
255 law or statutory rule which might make improper the admissions of such evidence
256 over objection in civil actions.
- 257 4) The hearing officer shall issue a final and binding determination on the charges and
258 recommendation to the Board of Trustees regarding the sufficiency of cause. The
259 Board of Trustees shall consider the recommendation of the hearing officer in
260 closed session, and may issue a resolution sustaining, modifying, or overruling the
261 recommendation. If the Board decision is to modify or overrule the hearing officer's
262 recommendation, the Board shall provide the reason for its decision in writing to
263 the respondent within thirty (30) days. The Board shall announce its decision and
264 the vote of each Board member in public session.

265 17.9 Dismissal Procedure for Permanent Employees

- 266 1) ~~The Superintendent/President, or his designee, subject to Board approval, shall~~
267 ~~inform the unit member by written notice of the specific charges against~~
268 ~~them/him/her; a statement of his/her/their right to a hearing on such charges, and the~~
269 ~~time within such hearing may be requested. The written notice of dismissal shall~~

~~contain a statement relative to the Board's intention to dismiss said unit member after thirty (30) days from service of the notice.~~

~~2) The dismissal notice shall provide the unit member with an opportunity for a hearing, upon request, which shall not be less than five (5) working days after service of the intent to dismiss such unit member. Failure on the part of the unit member to request a hearing within the limit established in the notice shall be deemed a refusal by said unit member to a hearing.~~

~~3) The intent to dismiss shall also contain a card or paper, the signing of which shall constitute a demand for a hearing and the denial of all charges.~~

~~4) If the unit member requests a hearing within the time prescribed by the dismissal notice, the Board shall afford such unit member with an opportunity for the hearing. The burden of proof for establishing sufficiency of cause shall remain with the Board.~~

~~5) No disciplinary action shall be taken for any cause which arose prior to the unit member becoming permanent, nor for any cause which arose more than two (2) years preceding the date of filing of the notice of cause, unless such cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.~~

17.10 Effective Date- Demotion, Suspension, or Dismissal of a Unit Member

The effective date of the demotion, suspension, or dismissal of a unit member shall be the date upon which a final ruling is issued after any challenge appeal by the employee to the intended disciplinary action; or if the employee does not challenge appeal the intended disciplinary action, after the period of time has expired during which an employee can challenge appeal the disciplinary action. ~~on which the Board of Trustees provides written notice of any dismissal decision to the employee, unless otherwise specified in the decision.~~

17.11 Dismissal Procedures for Probationary Employees

1) Probationary employees may be dismissed at the direction of the Board at any time during the probationary period. Upon request, the probationer shall be provided with a reason for dismissal or non-retention.

Probationary employees are not entitled to a hearing afforded to permanent employees.

ANTELOPE VALLEY COLLEGE FEDERATION
OF CLASSIFIED EMPLOYEES, LOCAL 4683

ANTELOPE VALLEY COLLEGE DISTRICT

