

1 Unchanged existing language
2 ~~Deleted proposal language~~
3 Added proposed language
4 ~~Accepted deletion~~
5 Accepted addition
6 TermsLanguage that may be ~~agreed~~acceptable, but with questions.
7 Undeleted existing language (i.e., one party deleted it and the other put it back)
8 [Notes]

9
10 **COUNTER-PROPOSAL**
11 **FROM THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT to the ANTELOPE VALLEY**
12 **COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4683**
13 **June 24, 2026**

14
15 This proposal from the Antelope Valley Community College District to the Antelope Valley Federation of
16 Classified Employees is expressly made pursuant to the Educational Employment Relations Act and the
17 Collective Bargaining Agreement between the parties. This proposal is intended to apply only to the article
18 below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged
19 except as set forth below or as otherwise mutually agreed:

20
21 **ARTICLE XVII**

22 **JUST CAUSE AND PROGRESSIVE DISCIPLINE OF A UNIT MEMBER**

23
24
25 **17.0 ~~Just Cause and~~ Progressive Employee Discipline**

26
27 ~~Unit members who have violated a rule or regulation prescribed by the board in Board Policy~~
28 ~~Section 4662.1 shall be subject to appropriate disciplinary action.~~ Disciplinary action shall
29 conform to established principles of just cause and progressive discipline as ~~listed below set forth~~
30 ~~herein.~~

31
32 ~~The District may pursue corrective action in an attempt to remediate employee conduct or~~
33 ~~performance. Progressive discipline should be administered in a neutral, reasonable, and~~
34 ~~confidential manner. While a oral warning or reprimand is not a disciplinary action as defined~~
35 ~~by the Education Code, it is included under the process for progressive discipline as~~
36 ~~appropriate under Section 17.0.5. The initial steps in the progressive discipline process are~~
37 ~~as follows:~~

38
39 **17.0.1 ~~Informal Conference Oral Warning~~**

- 40
41 1) ~~Oral reprimand~~ A oral warning is the initial stage of progressive discipline., ~~and~~
42 ~~may be initiated when appropriate.~~ At the first sign of ~~misconduct or~~ job
43 performance deficiency, the supervisor ~~shall~~may issue an oral warning intended
44 to put the unit member on notice that his/her performance is unsatisfactory and shall
45 advise the unit member of the supervisor's level of expectation. Unless ~~progressive~~
46 ~~discipline is bypassed per Article 17.05, the transgression is serious,~~ the unit
47 member ~~may~~ not ~~be receive a~~ written ~~up-reprimand~~ for a first offense.
48
49 2) If the unit member continues to ~~engage in misconduct under Article 17.1, violate~~
50 ~~rules, regulations, and under performs after an oral reprimands oral warnings~~
51 ~~are is~~ given ~~and there have been opportunities to improve,~~ the matter may
52 warrant the next level of discipline.
53

54 **17.0.2 Written Reprimand**
55

56 ~~The~~ ~~When~~ ~~if~~ a unit member has already been given **one or more oral warnings** ~~an oral~~
57 ~~reprimand~~ ~~notice~~ ~~that~~ ~~his/her~~ ~~performance~~ ~~is~~ ~~substandard~~. ~~Should~~ ~~and~~ the unit
58 member continues to **engage in misconduct under Article 17.1** ~~break rules, ignore~~
59 ~~orders, fail to perform assigned tasks, or otherwise fall short of the job standards~~
60 ~~after there have been opportunities to improve~~, the supervisor ~~shall~~ **may reprimand**
61 ~~the unit member~~ ~~document the problem~~ in writing. ~~This is done~~ in the form of a
62 ~~memorandum of written~~ reprimand, **which shall be issued to the unit member.**

63
64 The purpose of the memorandum is to put the unit member clearly on notice that the
65 **continuing** conduct or performance in question is unacceptable and to document the
66 specific act or omission. A copy of the **memorandum of written** reprimand shall be placed
67 in the unit member's official personnel file.

68 69 **17.0.3 Conferences, Directives, and Further Reprimands**

- 70
71 1) Should the unit member's performance continue to be unsatisfactory after issuance
72 of one or more written reprimands **and there have been opportunities to**
73 **improve**, the unit member **now** becomes a candidate for **possible serious**
74 disciplinary action **in the form of demotion, suspension or dismissal, pursuant**
75 **to the procedures and based on the causes set forth in this Article. The** ~~Prior~~
76 ~~to moving to these forms of disciplinary action, the~~ supervisor ~~will~~ **may hold**
77 **one or more conferences confer more frequently** with the individual to discuss
78 his/her shortcomings and provide specific directions for improvement in a
79 reasonable period of time agreed to by the district and the Federation to show
80 improvement. These conferences should be summarized in writing by the supervisor
81 and filed in the unit member's official personnel record with ~~the~~ **any** written
82 reprimands. The unit member shall be provided copies of all **disciplinary written**
83 reprimands and conference summaries. The unit member also has the right to
84 respond to any written documentation to be placed in his/her personnel records.
85 ~~Employees~~ **Unit members** have the right to Union representation during all
86 conferences that **they reasonably believe** may result in **a** written reprimand or **any**
87 **other** disciplinary action.
- 88
89 2) The supervisor will continue to document **any** of the unit member's **positive**
90 progress, performance deficiencies, or misconduct **during these attempts to**
91 **remediate employee conduct or performance.**

92 93 **17.0.4 Documentation Review/Recommendation**

94
95 ~~Throughout the progressive discipline process, t~~ ~~The~~ unit member's deficiencies
96 should be well documented in the file through written reprimands ~~and,~~ conference
97 summaries, ~~and written documents (such as complaints) relevant to the infraction~~
98 ~~from other sources~~. The unit member's supervisor ~~will~~ **may** recommend, based upon all
99 relevant documentation and circumstances, either that the unit member be **further**
100 disciplined, ~~or~~ that he/she be given additional time to improve their performance, ~~or if~~
101 ~~sufficient progress has been made, and the deficiency has been remediated, it will~~
102 ~~conclude the disciplinary process.~~

103 104 **17.0.5 Bypassing Progressive Discipline**

105
106 ~~The District and Federation agree that progressive discipline will be applied except~~
107 ~~in cases of severe disciplinary infractions, such as being an immediate threat to the~~
108 ~~health, safety, and wellbeing of students, employees, or the public, criminal~~
109 ~~misconduct, intentional misconduct, or acts of gross misconduct.~~

110 111 **17.1 Just Cause for Dismissal/Disciplinary Action**

112 Disciplinary action, including suspension, demotion, or dismissal of unit members, shall be
113 restricted to just cause as determined by the Board. The Board's determination of the
114 sufficiency of cause for dismissal shall be conclusive. Just cause for dismissal shall
115 include:
116

- 117 1) Intentional misrepresentation or dishonesty in any information supplied to the
118 District, including but not limited to, in falsifying formation submitted in application
119 forms, employment records, or any other district record;
- 120 2) Incompetence;
- 121 3) Physical or mental disability rendering the unit member incapable of performing
122 their assigned duties;
- 123 4) Inexcusable neglect of duty, insubordination, or willful disobedience;
- 124 5) Drunkenness or addiction to narcotics that impairs the unit member in the
125 workplace, if consistent with the ADA and California law;
- 126 6) Conviction of a felony or a misdemeanor involving moral turpitude, or any
127 disqualifying conviction as specified in Education Code § 878021 and/or 878022;
- 128 7) Persistent absence without leave, failure to report such absence;
- 129 8) Offensive, or abusive conduct or language toward other employees, students, or the
130 public during working hours or on district property; or after hours, ~~only~~ where the
131 conduct bears a demonstrable nexus to the unit member's fitness to perform their
132 duties or has caused a substantial and material adverse impact on District
133 operations, and is not protected by law;
- 134 9) Misuse or converting District property to personal use;
- 135 10) Failure to abide by the conditions of employment set forth by Board policy;
- 136 11) Sleeping on the job ~~during scheduled work time, except during break or meal times.~~

147 **17.25** Suspension

- 148 1) An offense committed by a unit member that is not sufficiently severe to warrant **dismissal**
149 **termination** may result in disciplinary **paid or unpaid** suspension, however, the unit
150 member shall **typically** be given one suspension before moving to another level of
151 discipline.
- 152 2) ~~Based upon the nature and severity of the offense, suspension may occur at any~~
153 ~~stage of the disciplinary process. Only materials legally placed in the employees'~~
154 ~~personnel file in the last three scholastic years may be used to determine the~~
155 ~~appropriateness of suspension.~~
- 156 3) ~~Suspension may be recommended by the Superintendent/President and the length~~
157 ~~deemed appropriate to the offense **up to one year shall not exceed ten (10) calendar**~~
158 ~~days for any one suspension and not more than twenty (20) calendar days in any~~
159 ~~school year.~~

166 ~~4) No remuneration shall be paid the unit member during the period of suspension.~~
167 ~~However, in the event that such suspension is rejected by the Board, payment shall~~
168 ~~be made for the period during which the unit member was suspended.~~

17.36 Demotion

171
172 1) Demotion refers to a vertical downward movement of any employee from one class to another
173 and involves a reduction in pay. Demotion signifies assignment to a lower classification.

174
175 ~~2) Demotion for disciplinary reasons may be accomplished by the Board upon written~~
176 ~~recommendation of the Superintendent/President, for action or conduct that it~~
177 ~~deems detrimental to the welfare of the District. Such conduct may include violation~~
178 ~~of statutes or failure to abide by Board policy, rules and regulations.~~

17.47 Dismissal

181
182 ~~1) Based upon documented deficiencies and/or infractions, formal discharge found in the~~
183 ~~employee's official personnel file, formal discharge for just cause, as called for under~~
184 ~~"Cause for Dismissal," of a unit member may be warranted only after all of the above steps~~
185 ~~have been adhered to imposed on unit members of the bargaining unit for the causes~~
186 ~~indicated in Article 17.1 after following the procedures set forth in this Article.~~

187
188 ~~2) Should the circumstances of the cause for dismissal be determined to be sufficiently~~
189 ~~severe, steps may be taken for the immediate dismissal of the unit member at any~~
190 ~~stage of the disciplinary process.~~

17.8 Cause for Dismissal

191
192 ~~Dismissal of unit members shall be restricted to cause as determined by the Board. The~~
193 ~~Board's determination of the sufficiency of cause for dismissal shall be conclusive. Cause~~
194 ~~for dismissal shall include:~~

195
196 ~~1) Any information supplied to the District, including but not limited to, in falsifying~~
197 ~~formation submitted in application forms, employment records, or any other district~~
198 ~~record;~~

199 ~~2) Incompetence;~~

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

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

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

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

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

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

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

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

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

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

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215
216
217 1) ~~Administrative or supervisory personnel may~~The President or designee may
218 recommend the dismissal, demotion, or suspension of a unit member for cause listed in
219 Article 17.1 Cause for Dismissal. Recommendation for disciplinary action mentioned
220 herein must be Board approved. A written notice of disciplinary action shall contain a
221 statement in ordinary and concise language of the specific acts and omissions upon which

222 the disciplinary action is based, a statement of the cause for the action taken, and, if it is
223 claimed that a unit member has violated a rule or regulation of the Board, such rule or
224 regulation shall be set forth in the notice. The written notice shall emanate from the office
225 of the Superintendent/President and shall state actual circumstances and occurrences of
226 which the disciplinary action is based.

- 227
- 228 2) ~~Prior to the issuance of the notice, the Superintendent/President may consult with~~
229 ~~the vice-president having supervisory jurisdiction over the unit member or other~~
230 ~~personnel as conditions warrant.~~
- 231
- 232 3) The Superintendent/President, or designee, shall inform the unit member by written
233 notice of the specific charges against them; a statement of their right to a hearing on
234 such charges, and the time within such hearing may be requested, and the identity
235 and contact information (including email) to whom any mailed or emailed hearing
236 request should be directed.
- 237
- 238 4) The dismissal written notice of intended disciplinary action shall provide the unit
239 member with an opportunity for a hearing, upon mailed or emailed request, which
240 shall not be less than ~~five~~ **fifteen (15)** working days after service of the intent to
241 dismiss such unit member. Failure on the part of the unit member to request a
242 hearing within the limit established in the notice shall be deemed a refusal by said
243 unit member to a hearing. A request for hearing shall constitute a denial of all
244 charges.
- 245
- 246 5) The intent to dismiss shall also contain a card or paper, the signing of which shall
247 constitute a demand for a hearing and the denial of all charges. A unit member, or
248 their representative on their behalf, may also demand a hearing by emailing such a
249 request the individual identified by the District in the Notice at the email address
250 identified in the Notice.
- 251
- 252 6) If the unit member requests a hearing within the time prescribed by the dismissal
253 notice, the District shall afford such unit member with an opportunity for the hearing.
254 The burden of proof for establishing sufficiency of cause shall remain with the
255 District.
- 256
- 257 7) No disciplinary action shall be taken for any cause which arose prior to the unit
258 member becoming permanent, nor for any cause which arose more than two (2) years
259 preceding the date of filing of the notice of cause, unless such cause was concealed
260 or not disclosed by the unit member when it could be reasonably assumed that the
261 unit member should have disclosed the facts to the District.

262 17.7 Pre-Disciplinary (Skelly) Rights

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- 264
- 265 1) When suspension, demotion, or discharge are recommended, the President or
266 designee will notify the Board and the employee and state the reasons. Such notice
267 shall be in writing, and shall be served in person or by certified mail upon the unit
268 member by the President or appointed designee. The written notice shall include a
269 statement of the unit member's right to a pre-disciplinary (Skelly) meeting on the
270 charges, the period within which such a due process meeting (Skelly) will occur; and
271 the unit member's right to be represented, if requested. The meeting shall be
272 conducted by a disinterested Skelly Officer, e.g. an administrator who was not
273 involved in the underlying circumstances nor the party of initiating the charges. At
274 the conclusion of the due process meeting, the Skelly officer shall submit in writing
275 a recommendation to the President.
- 276

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

281
282 **17.810 Appeal of Disciplinary Action**

- 283
284 1) When an employee appeals any disciplinary action, which would afford the employee a
285 hearing before a third-party neutral ~~as required by law~~, the following procedure should be
286 utilized in order to obtain a hearing. Within fourteen (14) calendar days of the District's
287 receipt of an appeal from said disciplinary action, it shall request a list of seven (7) Neutral
288 hearing officers from the California Mediation and Conciliation Service. The District shall
289 cause a list identifying the names of seven (7) neutral hearing officers to be served upon
290 the appellate employee and the Federation, if the Federation has elected to represent
291 the employee.
- 292
293 2) Within fourteen (14) calendar days of the service of the list of seven (7) neutral hearing
294 officers, the parties shall alternatively strike names from the list until one (1) remains. The
295 remaining name will be designated as the hearing officer to hear the disciplinary appeal.
- 296
297 3) The hearing officer shall assume jurisdiction and shall schedule a hearing at the
298 earliest mutually agreeable date and time. Each party shall have the right to call and
299 examine witnesses; and to introduce exhibits; to cross-examine opposing
300 witnesses; to impeach any witness, regardless of which party first called them to
301 testify; and to rebut the evidence against them. If the accused unit member
302 (Respondent) does not testify on their own behalf, they may be called and examined
303 as if under cross- examination. The hearing need not be conducted according to
304 technical rules relating to evidence and witnesses. Any relevant evidence shall be
305 admitted if it is the sort of evidence on which responsible persons are accustomed
306 to rely in the conduct of serious affairs, regardless of the existence of any common
307 law or statutory rule which might make improper the admissions of such evidence
308 over objection in civil actions.
- 309
310 4) The hearing officer shall issue a *final and binding* determination on the charges and
311 recommendation to the Board of Trustees regarding the sufficiency of cause. The
312 Board of Trustees shall consider the recommendation of the hearing officer in closed
313 session, and may issue a resolution sustaining, modifying, or overruling the
314 recommendation. If the Board decision is to modify or overrule the hearing officer's
315 recommendation, the Board shall provide the reason for its decision in writing to the
316 respondent within thirty (30) days. The Board shall announce its decision and the
317 vote of each Board member in public session.

318
319 **17.11 Dismissal Procedure for Permanent Employees**

- 320 1) ~~The Superintendent/President, or his designee, subject to Board approval, shall~~
321 ~~inform the unit member by written notice of the specific charges against~~
322 ~~them/him/her; a statement of his/her/their right to a hearing on such charges, and the~~
323 ~~time within such hearing may be requested. The written notice of dismissal shall~~
324 ~~contain a statement relative to the Board's intention to dismiss said unit member~~
325 ~~after thirty (30) days from service of the notice.~~
- 326 2) ~~The dismissal notice shall provide the unit member with an opportunity for a hearing,~~
327 ~~upon request, which shall not be less than five (5) working days after service of the~~
328 ~~intent to dismiss such unit member. Failure on the part of the unit member to request~~
329 ~~a hearing within the limit established in the notice shall be deemed a refusal by said~~
330 ~~unit member to a hearing.~~
- 331 3) ~~The intent to dismiss shall also contain a card or paper, the signing of which shall~~
332 ~~constitute a demand for a hearing and the denial of all charges.~~

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- ~~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.~~

17.102 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 appeal by the employee to the intended disciplinary action; or if the employee does not appeal the intended disciplinary action, after the period of time has expired during which an employee can 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.

17.113 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

