

1 COUNTER-PROPOSAL  
2 FROM THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT to the ANTELOPE  
3 VALLEY COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4683  
4

5 March 24, 2026  
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7 This proposal from the Antelope Valley Community College District to the Antelope Valley Federation of  
8 Classified Employees is expressly made pursuant to the Educational Employment Relations Act and the  
9 Collective Bargaining Agreement between the parties. This proposal is intended to apply only to the article  
10 below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged  
11 except as set forth below or as otherwise mutually agreed:

12 ARTICLE XVII  
13 JUST CAUSE AND PROGRESSIVE DISCIPLINE OF A UNIT MEMBER

14 17.0 Just Cause and Progressive Employee Discipline

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

28 17.0.1 Informal ConferenceWritten Warning

29 1) ~~Oral reprimand is the initial stage of progressive discipline, and may be~~  
30 ~~initiated when appropriate.~~ At the first sign of ~~misconduct or~~ job performance  
31 deficiency, the supervisor ~~shall~~may ~~issue a written warning intended to~~ put the  
32 unit member on notice that his/her performance is unsatisfactory and shall advise  
33 the unit member of the supervisor's level of expectation. ~~Unless the transgression~~  
34 ~~is serious, the unit member should not generally be written up for a first~~  
35 ~~offense. A supervisors written summary of the oral reprimand shall not~~  
36 ~~constitute a written reprimand, and shall not be included in the personnel file.~~

37 2) If the unit member continues to violate rules, regulations, and under performs after  
38 ~~oral reprimands~~warnings are given and there have been opportunities to  
39 improve, the matter may warrant the next level of discipline.

40 17.0.2 Written Reprimand

41 ~~The~~ When If a unit member has already been given ~~one or more warnings an oral~~  
42 ~~reprimand~~notice that his/her performance is substandard. Should and the unit  
43 member continues to break rules, ignore orders, fail to perform assigned tasks, or  
44 otherwise fall short of the job standards ~~after there have been opportunities to~~  
45 ~~improve,~~ the supervisor shall ~~reprimand the unit member~~document the problem  
46 in writing. ~~This is done~~ in the form of a memorandum of reprimand, which shall  
47 be issued to the unit member to officially rebuke the unit member.

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

### 52 17.0.3 Conferences, Directives, and Further Reprimands

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

### 72 17.0.4 Documentation Review/Recommendation

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

### 81 17.0.5 Bypassing Progressive Discipline

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

## 89 17.1 Just Cause for Dismissal/Disciplinary Action

90 Disciplinary action, including suspension, demotion, or dismissal of unit members, shall be  
91 restricted to just cause **as determined by the Board. The Board's determination of the**  
92 **sufficiency of cause for dismissal shall be conclusive. Just cause for dismissal shall**  
93 **include:**

- 94 1) **Intentional misrepresentation or dishonesty in any information supplied to the**  
95 **District, including but not limited to, in falsifying formation submitted in application**  
96 **forms, employment records, or any other district record;**

- 97 2) Incompetence;
- 98 3) Physical or mental disability rendering the unit member incapable of performing  
99 their assigned duties;
- 100 4) Inexcusable neglect of duty, insubordination, or willful disobedience;
- 101 5) Drunkenness, intemperance, or addiction to narcotics that impairs the unit member  
102 in the workplace, if consistent with the ADA and California law;
- 103 6) Conviction of a felony or a misdemeanor involving moral turpitude, or any  
104 disqualifying conviction as specified in Education Code § 878021 and/or 878022;
- 105 7) Persistent absence without leave, failure to report such absence, or failure to file a  
106 notice of absence within a reasonable period after returning to work;
- 107 8) Discourteous, Offensive, or abusive conduct or language toward other employees,  
108 students, or the public during working hours or on district property; or after hours,  
109 if conduct exerts harmful influence on the District;
- 110 9) ~~Abuse of illness leave privileges;~~
- 111 10) Misuse or converting District property to personal use;
- 112 11) Failure to abide by the conditions of employment set forth by Board policy,  
113 commission of acts outside of duty hours which hinder the performance of the unit  
114 member's assigned task.

115 17.2 Suspension

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

132 17.3 Demotion

- 133 1) Demotion refers to a vertical downward movement of any employee from one class to  
134 another and involves a reduction in pay. Demotion signifies assignment to a lower  
135 classification.

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

140 17.4 Dismissal

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

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

150 17.5 Cause for Dismissal

151 Dismissal of unit members shall be restricted to cause as determined by the Board. The  
152 Board's determination of the sufficiency of cause for dismissal shall be conclusive. Cause  
153 for dismissal shall include:

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

157 2) ~~Incompetence;~~

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

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

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

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

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

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

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

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

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

172 17.6 Notice of Intended Disciplinary Action (Suspensions, Demotions, and Dismissals **Only**)

173 1) ~~Administrative or supervisory personnel may~~ The President or designee may  
174 recommend the dismissal, demotion, or suspension of a unit member for cause listed in

175 **Article 17.1 Cause for Dismissal. Recommendation for disciplinary action**  
176 **mentioned herein must be Board approved.** A written notice of disciplinary action shall  
177 contain a statement in ordinary and concise language of the specific acts and omissions  
178 upon which the disciplinary action is based, a statement of the cause for the action taken,  
179 and, if it is claimed that a unit member has violated a rule or regulation of the Board, such  
180 rule or regulation shall be set forth in the notice. The written notice shall emanate from the  
181 office of the Superintendent/President and shall state actual circumstances and  
182 occurrences of which the disciplinary action is based.

183 2) ~~**Prior to the issuance of the notice, the Superintendent/President may consult with**~~  
184 ~~**the vice president having supervisory jurisdiction over the unit member or other**~~  
185 ~~**personnel as conditions warrant.**~~

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

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

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

203 6) **If the unit member requests a hearing within the time prescribed by the dismissal**  
204 **notice, the District shall afford such unit member with an opportunity for the hearing.**  
205 **The burden of proof for establishing sufficiency of cause shall remain with the**  
206 **District.**

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

## 17.7 **Pre-Disciplinary (Skelly) Rights**

213 1) **When suspension, demotion, or discharge are recommended, the President or**  
214 **designee will notify the Board and the employee and state the reasons. Such notice**  
215 **shall be in writing, and shall be served in person or by certified mail upon the unit**  
216 **member by the President or appointed designee. The written notice shall include a**  
217 **statement of the unit member's right to a pre-disciplinary (Skelly) meeting on the**  
218 **charges, the period within which such a due process meeting (Skelly) will occur;**  
219 **and the unit member's right to be represented, if requested. The meeting shall be**  
220 **conducted by a disinterested Skelly Officer, e.g. an administrator who was not**  
221 **involved in the underlying circumstances nor the party of initiating the charges. At**  
222 **the conclusion of the due process meeting, the Skelly officer shall submit in writing**  
223 **a recommendation to the President.**

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

## 228 17.8 Appeal of Disciplinary Action

229 1) When an employee appeals any disciplinary action, which would afford the employee  
230 a hearing before a third-party neutral as required by law, the following procedure should  
231 be utilized in order to obtain a hearing. Within fourteen (14) calendar days of the District's  
232 receipt of an appeal from said disciplinary action, it shall request a list of seven (7) Neutral  
233 hearing officers from the California Mediation and Conciliation Service. The District shall  
234 cause a list identifying the names of seven (7) neutral hearing officers to be served upon  
235 the appellate employee and the Federation, if the Federation has elected to represent  
236 the employee.

237 2) Within fourteen (14) calendar days of the service of the list of seven (7) neutral hearing  
238 officers, the parties shall alternatively strike names from the list until one (1) remains. The  
239 remaining name will be designated as the hearing officer to hear the disciplinary appeal.

240 3) The hearing officer shall assume jurisdiction and shall schedule a hearing at the  
241 earliest mutually agreeable date and time. Each party shall have the right to call and  
242 examine witnesses; and to introduce exhibits; to cross-examine opposing  
243 witnesses; to impeach any witness, regardless of which party first called them to  
244 testify; and to rebut the evidence against them. If the accused unit member  
245 (Respondent) does not testify on their own behalf, they may be called and examined  
246 as if under cross- examination. The hearing need not be conducted according to  
247 technical rules relating to evidence and witnesses. Any relevant evidence shall be  
248 admitted if it is the sort of evidence on which responsible persons are accustomed  
249 to rely in the conduct of serious affairs, regardless of the existence of any common  
250 law or statutory rule which might make improper the admissions of such evidence  
251 over objection in civil actions.

252 4) The hearing officer shall issue a **final and binding** determination on the charges and  
253 recommendation to the Board of Trustees regarding the sufficiency of cause. The  
254 Board of Trustees shall consider the recommendation of the hearing officer in  
255 closed session, and may issue a resolution sustaining, modifying, or overruling the  
256 recommendation. If the Board decision is to modify or overrule the hearing officer's  
257 recommendation, the Board shall provide the reason for its decision in writing to  
258 the respondent within thirty (30) days. The Board shall announce its decision and  
259 the vote of each Board member in public session.

## 260 17.9 Dismissal Procedure for Permanent Employees

261 1) ~~The Superintendent/President, or his designee, subject to Board approval, shall~~  
262 ~~inform the unit member by written notice of the specific charges against~~  
263 ~~them/him/her; a statement of his/her/their right to a hearing on such charges, and the~~  
264 ~~time within such hearing may be requested. The written notice of dismissal shall~~  
265 ~~contain a statement relative to the Board's intention to dismiss said unit member~~  
266 ~~after thirty (30) days from service of the notice.~~

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

- 272 3) ~~The intent to dismiss shall also contain a card or paper, the signing of which shall~~  
 273 ~~constitute a demand for a hearing and the denial of all charges.~~
- 274 4) ~~If the unit member requests a hearing within the time prescribed by the dismissal~~  
 275 ~~notice, the Board shall afford such unit member with an opportunity for the hearing.~~  
 276 ~~The burden of proof for establishing sufficiency of cause shall remain with the~~  
 277 ~~Board.~~
- 278 5) ~~No disciplinary action shall be taken for any cause which arose prior to the unit~~  
 279 ~~member becoming permanent, nort for any cause which arose more than two (2)~~  
 280 ~~years preceding the date of filing of the notice of cause, unless such cause was~~  
 281 ~~concealed or not disclosed by the unit member when it could be reasonably~~  
 282 ~~assumed that the unit member should have disclosed the facts to the District.~~

283 **17.10 Effective Date- Demotion, Suspension, or Dismissal of a Unit Member**

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

290 **17.11 Dismissal Procedures for Probationary Employees**

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

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

295 ANTELOPE VALLEY COLLEGE FEDERATION  
 296 OF CLASSIFIED EMPLOYEES, LOCAL 4683

ANTELOPE VALLEY COLLEGE DISTRICT

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