

SIDE LETTER  
Between  
Glendale Community College  
And  
CSEA Glendale College Chapter 76

January 18, 2017

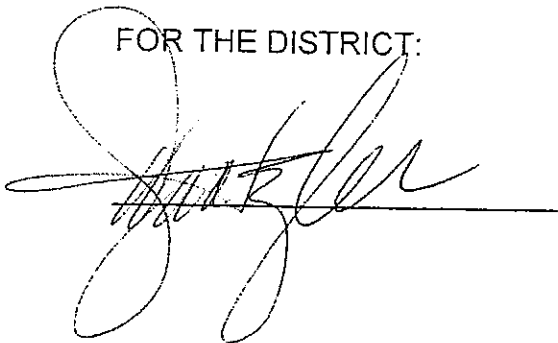
This Memorandum of Understanding between Glendale Community College (hereafter "District") and the California School Employees Association and its Glendale Community College, Chapter 76 (hereafter "Association") reflects the agreement regarding college closures on Saturdays.

The District and Association agree that employees scheduled to work on a Saturday, when the college is closed, shall revert to a Monday through Friday work schedule the week prior or after the college closure. The rescheduled work hours should be completed within 15 days with mutual agreement between the employee and supervisor.

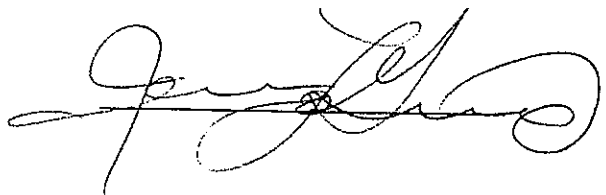
This tentative agreement is subject to ratification/adoption by both parties.

Tentatively agreed to on January 18, 2017.

FOR THE DISTRICT:

A handwritten signature in black ink, appearing to be "H. K. Lee", written over a horizontal line.

FOR THE ASSOCIATION:

A handwritten signature in black ink, appearing to be "James Lee", written over a horizontal line.

## 2017-2018 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTHS	HOLIDAYS	COLLEGE CLOSED	DAYS IN PAID SERVICE
JULY	07/04/17		20
AUGUST			23
SEPTEMBER	09/04/17		20
OCTOBER			22
NOVEMBER	11/10/17 11/23/17 11/24/17	11/25/17*	19
DECEMBER	12/22/17 12/25/17 12/26/17 12/27/17 12/28/17 12/29/17	12/23/17* 12/30/17*	15
JANUARY	01/01/18 01/15/18		21
FEBRUARY	02/16/18 02/19/18		18
MARCH	03/30/18		21
APRIL			21
MAY	05/28/18		22
JUNE			21
<b>TOTAL PAID DAYS PER CALENDAR = 243</b>			

1-18-17  
*[Handwritten signature]*

**10 MONTH EMPLOYEES work from 07/01/17 - 06/30/18**

- Vacation days shall be used for Spring break (4/16/2018 - 4/21/2018).
- 10 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

**11 MONTH EMPLOYEES work from 07/01/17 - 06/30/18**

- 11 month employees take the equivalent of one month (consecutive weeks) off between the months of June and August.

**12 MONTH EMPLOYEES work from 07/01/17 - 06/30/18**

\*Employees scheduled to work on a Saturday, when the college is closed, shall revert to a Monday through Friday work schedule the week prior or after the college closure. The rescheduled work hours should be within 15 days with mutual agreement between the employee and supervisor.

Note: Employees and supervisors can use the flex language of Article VII, Section 3 (B) to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.

**Counter Proposal**  
**From**  
**CSEA Glendale College Chapter 76**  
**To**  
**Glendale Community College District**

**December 7, 2016**

**ARTICLE XXIV – RETIREMENT**

**SECTION 1. Early Retirement ~~Medical Health~~ Benefits** - The District will pay up to a maximum of ten thousand two hundred dollars (\$10,200) per fiscal year for the medical, dental and vision insurance of the retiring employee and his/her spouse, domestic partner, or eligible dependent, providing the following conditions are met:

- A. The employee must have been employed as a regular employee for nine (9) or more years of consecutive service in the District immediately prior to retirement.
- B. The employee must have been eligible and covered under one (1) of the District sponsored ~~health medical~~, dental or ~~and~~ vision insurance plans in force immediately prior to retirement.
- C. To be eligible for this benefit, the employee must retire at or after age fifty-five (55) but before age sixty-five (65).
- D. Employees who ~~desire~~ elect coverage under provisions of this Section shall notify the ~~Office of Human Resources District~~ Accounting Office at the time of retirement and annually thereafter.

The District will pay the premium to the ~~health medical~~, dental, ~~or~~ ~~and~~ vision company with which the employee was covered at the time of retirement. Such payment shall begin for the retiring employee beginning at the time of retirement or at the beginning of the following year of coverage, whichever is applicable. The District will cease payment of medical insurance premium when the employee reaches the age of sixty-five (65).

The retired employee may also elect to pay the premium for his/her dependents, starting at age fifty-five (55) until the age of sixty-five (65). Payments must be made directly to the District Accounting Office.

## SECTION 2. Cash In Lieu of Early Retirement Benefits

A. A retiree who has elected medical, and dental and vision plans provided by another agency, and therefore chooses not to participate in the District's paid program, may choose one of the following:

1. The district pay A payment toward the premiums of the CALPERS Long-Term Care Program for the retired employee and his/her eligible spouse. In the event the premiums for the CALPERS program exceed \$10,200, the employee must provide the District with a check for the difference prior to the payment of the annual premiums.

2. A payment cash settlement equal to fifty percent (50%) of the value of the existing medical, dental and vision allowance. The cash settlement payment shall be paid in two installments occurring in January and July. Each payment installment shall be for the previous six month period. This option is only valid if the retiree opts out of all three plans (medical, dental, vision).

B. A retired employee who chooses the cash in lieu benefit shall complete and sign the "Opt-out District Health Plan Agreement" (Appendix - ) at least 45 days before the benefit is to begin. Retiree participation always begins on the first day of a month and ends on the last day of a month of either the retiree's death or sixty-fifth birthday.

C. In the event a retiree loses medical, dental and vision benefits from the other agency, he/she may re-enroll in the District's plan if the "Opt-out District Health Plan Agreement (Appendix - ) Proof of Termination is provided to the District within 30 days of loss of coverage from the other plan. The effective date of the re-enrollment will be on the first day of the following month. If receipt of notification is provided after the 30 day period, the retiree must wait until the next open enrollment period for coverage in the District's plan.

**SECTION 3.** District Obligation Under this Article - The District's obligations under this Article are limited to payment of the premiums or sums indicated above. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans, and are to be resolved between the carrier and the unit member. All disputes with respect to the carriers' administration of

The initial payment shall be received on or before September 1 of each year and continued on a regular monthly basis for a total of ten (10) payments, with the additional payments to be received on or before the first (1<sup>st</sup>) day of the months of October through June of each year. Failure to make payments may result in the cancellation of retiree benefits.

For ~~those~~ employees retiring between the age of fifty-five (55) and sixty (60), one (1) additional year of premiums for medical, dental and vision insurance coverage, as outlined above in this section, will be paid by the District. ~~for each of the years in the difference between age sixty (60) and the employee's age at the time of retirement with such additional coverage terminating if the employee reaches age seventy (70). As an example, an employee retiring after June 1, 1986 at age fifty seven (57) would be entitled to District paid health insurance premiums for self and eligible spouse through the employee's age sixty eight (68) or until the death of the employee, if such occurs prior to the sixty eighth (68) birthday.~~

The years of coverage are illustrated in the chart below:

Retirement Age	Maximum age of coverage	Years of Coverage
55	70	15
56	69	13
57	68	11
58	67	9
59	66	7
60	65	5
61	65	4
62	65	3
63	65	2
64	65	1
65	65	0

such programs are not the responsibility of the District, and are not subject to the grievance and arbitration procedures of Article VI of this Agreement.

**SECTION 4. Supplemental Medical Coverage** - The District shall contribute two hundred dollars (\$200) a month toward supplemental medical coverage for retired employees who have worked for the District nine (9) or more years. This payment shall be made in a lump sum at the beginning of the fiscal year for a ten (10) year period. This provision is not retroactive.

**SECTION 5.** The District shall inform all Cal-PERS retirees, prior to re-employment that they need to contact Cal-PERS to ensure that their re-employment by the District does not negatively impact their retirement.

**SECTION 6. Retirement Benefits**

Employees retiring shall be eligible for the following:

- A. Lifetime use of GCC email account
- B. Card for free admission to all GCC student performances and athletic events
- C. Lifetime GCC Library card
- D. Lifetime use of the Fitness Center during operational hours
- E. Lifetime exemption from all college authorized, permissive student fees, health fee, and student ID fee
- F. Parking permit

ARTICLE XXIV - RETIREMENT

Date: December 7, 2016

CSEA

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12/3/16 A.E.

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Quin Jr.

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District

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Labor Relations Representative

Counter Proposal  
From  
California School Employees Association, Chapter 76  
To the  
Glendale Community College District

April 26, 2017

ARTICLE XIX - LAYOFF PROCEDURES

SECTION 1. Definitions

- A. "Layoff" is defined as an involuntary separation from District service due to lack of work or lack of funds. A layoff includes ~~any~~ a reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence ~~and therefore~~ but alters the terms of employment.
- B. "Seniority" is defined as length of service based on date of hire in a regular position. Overtime work shall not be included in computing seniority credit. If two (2) or more employees have equal seniority as defined by hire date, the employee with the most hours in a paid status shall be considered most senior. If a tie still exists, seniority shall be determined by lot.
- C. ~~"Displacement Bumping Rights" (Bumping)~~ are defined as the right of an employee, who is laid off with the most seniority to displace an employee with less seniority in a class in order to restore the same or similar level of salary and health benefits prior to the layoff.
- D. "Employee" is defined as a classified bargaining unit employee who has probationary or permanent status.
- E. "Job Classification" is defined as one or more positions in the classified service that have the same designated title and minimum qualifications, and share a common salary range.
- F. "Job Series" is defined as a group of hierarchical job classifications which are closely related and in which the higher classifications within the series require the skills, knowledge and abilities necessary to perform any of the duties of any lower classification within the series. Job Series are those set forth in Appendix "C".
- G. "Job Family" is defined as job classifications, and job series, which are related to one another by the nature of the general duties performed, and which require somewhat similar knowledge, skills and abilities. Job Families are those set forth in Appendix "C".

- H. "Qualified" shall mean the employee who meets the minimum qualifications as determined by the job description.
- I. "FTE" is defined as Full Time Equivalent and refers to the percentage of a full time, forty (40) hour per week assignment. In addition, FTE affects the level of health benefits for which the employee qualifies. (see Article IX, section 1 & 2) A 1.00 FTE is an employee whose regular assignment is the equivalent of forty (40) hours per week. A .50 FTE is an employee whose regular assignment is the equivalent of twenty (20) hours per week. An employee's FTE shall not increase from their FTE prior to layoff in the course of the bumping process.
- J. "Months" is ~~are~~ defined as the number of calendar months the employee has been assigned. An employee may have a 9, 10, 11, or 12 month assignment at any FTE.

**SECTION 2. Procedures Notice of Layoff** – In the event of a reduction in force in any classification hereunder, layoffs will be in reverse order of seniority with the least senior employee in the job classification that is being eliminated being laid off first.

Employees subject to a layoff shall be given notice of the layoff not less than ~~forty-five (45)~~ sixty (60) calendar days prior to the effective date of the layoff, which will include ~~and informed of~~ their displacement rights (if any), and re-employment rights, ~~and the seniority list.~~ GSEA The District will provide the Association will receive with copies of all the layoff notices and the seniority list(s) with each affected classification, and bumping rights prior to the notification of any employee, at the time the employee is notified.

~~The District will provide the Association and employees subject to layoff copies of the seniority list not less than (60) sixty calendar days prior to the effective date of the layoff.~~

~~The District will notify those employees eligible to exercise displacement rights of the position available to them within seven (7) working days based on criteria set forth in Section 3 below. After notification, Employees with displacement rights (if any), the employee will have at least seven (7) days, from date of notification, to notify the Office of Human Resources, in writing, of their intention to exercise displacement rights. within seven (7) working days from date of notification.~~

When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be

given written notice on or before April 29 informing them of their layoff effective at the end of the school and of their displacement rights, if any, and reemployment rights. However, if the termination date of any special funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

**SECTION 3. Displacement Rights (Bumping)** – In order to provide the highest level of protection to employees with the greatest length of service with the District the procedure below will take into account the bumping employee's FTE in this process.

The District will offer an employee with displacement rights a position with the most similar level of salary, hours, and health benefits to what he or she earned prior to being displaced into another position based on the displacement rights outlined below in A through M. Therefore, the District will offer such an employee a FTE position, if one exists, which maintains their current level of salary and health benefits, even if this means not initially displacing the least senior employee.

An employee who has received a notice of layoff may exercise his/her bumping rights as outlined below. An employee who has received a notice of layoff has the right not to participate in the bumping process and accept the layoff.

- A. An employee shall displace the employee with the least seniority within their job classification with the same FTE prior to layoff;
- B. If there is no less senior employee to displace within their job classification with the same FTE, an employee shall displace the employee with the least seniority at a lateral salary range within their job series with the same FTE prior to layoff;
- C. If there is no less senior employee to displace at a lateral salary range within their job series with the same FTE and the employee is qualified, an employee shall displace the employee with the least seniority at a lateral salary range within their job family with the same FTE prior to layoff. The Office of Human Resources will ~~interview the employee to verify his/her~~ current the employee's qualifications;
- D. If there is no less senior employee to displace at a lateral salary range within their job family with the same FTE, an employee shall displace the employee with the least seniority within their job classification with the highest FTE which maintains their level of health benefits prior to layoff;

- E. If there is no less senior employee to displace within their job classification with a FTE that maintains their level of health benefits prior to layoff, an employee shall displace the employee with the least seniority at a lateral salary range within their job series with the highest FTE that maintains their level of health benefits prior to layoff;
- F. If there is no less senior employee to displace within their job series at a lateral salary range with a FTE that maintains their level of health benefits prior to layoff and the employee is qualified, an employee shall displace the employee with the least seniority at a lateral salary range within their job family with the highest FTE that maintains their level of health benefits prior to layoff. **The Office of Human Resources will interview the employee to verify his/her current the employee's qualifications;**
- G. If there is no less senior employee to displace within their job family at a lateral salary range with a FTE that maintains their level of health benefits prior to layoff and the employee is qualified, an employee shall displace the employee with the least seniority at a lower salary range (nearest to their salary range prior to layoff) within the job family with a FTE that maintains their level of health benefits prior to layoff. **The Office of Human Resources will ~~interview the employee to verify his/her current~~ the employee's qualifications;**
- H. If there is no less senior employee to displace within their job family at a lower salary range with a FTE that maintains the employees level of health benefits prior to layoff, an employee shall displace the least senior employee within their job classification at the closest FTE prior to layoff (which may result in a reduction of health benefits);
- ~~I.~~ If there is no less senior employee to displace within the job classification with a lower FTE and the employee is qualified, an employee shall displace the least senior employee at a lower salary range (nearest to their salary range prior to layoff) within their job family at the closest FTE prior to layoff (which may result in a reduction of health benefits.) The Office of Human Resources will ~~interview the employee to verify his/her current~~ **the employee's qualifications;**
- J. If there is no less senior employee to displace within the employee's current job family and the employee has previously passed probation and still meets the current qualifications in a job classification within a different job family with a salary range which is lateral or lower than the employee's salary range prior to layoff, an employee shall displace the least senior employee in the previously held job classification with the same FTE prior to layoff;

- K. If there is no less senior employee to displace within the employee's previous job classification with the same FTE, the employee shall displace the least senior employee within the previous job classification with the highest FTE which maintains their level of health benefits prior to layoff;
- L. If there is no less senior employee to displace within the employee's previous job classification with a FTE that maintains their level of health benefits prior to layoff, the employee shall displace the least senior employee within the previous job classification at the closest FTE prior to layoff (which may result in a reduction of health benefits).
- M. ~~This cascade effect~~ The displacement process continues until all displacement rights have been exhausted.

A unit member displaced by the operation of this layoff procedure shall have the same layoff and displacement rights ~~and may exercise seniority displacement~~ as though he/she was being laid off.

If a vacant position exists in a classification into which an employee is bumping, the employee shall move into the vacant position.

Employees displaced by the operation of this layoff procedure shall may ~~not~~ be required to serve a new probationary period.

**SECTION 4. Re-Employment Rights** - Employees who have been laid off shall be placed on a re-employment list for thirty-nine (39) calendar months. A copy of the re-employment list shall be provided to the Association.

- A. Employees, who, through operations of this Article receive fewer hours or assignment to a lower classification, shall be placed on the re-employment list for an additional twenty-four (24) months for a total of sixty-three (63) months.
- B. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time without limitation of time as vacancies become available, but if there is a valid re-employment list they shall be ranked on that list in accordance with their proper seniority.
- C. Offers of re-employment ~~at the employees current salary range, FTE and contract months or higher (not to exceed the salary range of the classification from which laid off)~~ shall be delivered by certified mailed to the last known address as recorded in the Office of Human Resources and shall be in the reverse order of the layoff as vacancies occur in the job families for which the laid off employee is qualified. When

more than one employee was laid off on the same date, reemployment shall be based on seniority. ~~based on hire date, with the most senior employee being offered a vacant position first.~~

- D. **Individuals Employees** on a re-employment list shall have up to ten (10) working days from the postmarked date of notice to accept or decline, in writing, the position being offered. An employee individual who has declined two (2) offers of reemployment relinquishes all reemployment rights. Failure to reply, in writing, to the notice within ten (10) working days will be considered a refusal and shall cause the employee individual's name to be permanently removed from the re-employment list. It is the Individuals on the re-employment list are responsibility responsible for notifying of the employee to keep the Office of Human Resources of a change of mailing address and/or phone number. ~~informed of how and where the employee may be contacted.~~
- E. ~~Failure to reply within ten (10) working days will be considered a refusal. When an employee has declined two (2) offers of re-employment in the same classification from which laid off, with the same proportion of full or part-time and same proportion of contract months, the employee shall have relinquished all re-employment rights. The employee shall have the right to decline two (2) offers of re-employment to positions other than in the same classification from which laid off with the same proportion of full or part-time and the same proportion of contract months.~~
- E. If the employee an individual on the reemployment list in a layoff status accepts the position being offered, the employee individual shall have up to ten (10) working days from the postmarked date of the notice to report for work. If the employee individual fails to return to work on the specified return date, all the re-employment rights are relinquished.
- F. ~~This does not preclude an employee from returning to work in fewer than ten (10) working days. Employees Individuals, who are reemployed by the operation of this re-employment procedure, into a new classification, shall not be required to serve a new probationary period. If an individual employee is reemployed in a new classification and fails to complete the probationary period in the new classification, he/she shall be returned to the re-employment list for the remainder of the 39 month period. Should the employee fail to report to work within ten (10) working days, all re-employment rights are relinquished. the employee shall be placed at the bottom of the re-hire list.~~

~~Failure to respond within the time specified, or failure to return to work on the designated date shall cause the employee's name to be permanently removed from the re-employment list.~~

- G. An employee who elects separation in lieu of displacement or who voluntarily accepts reassignment to a vacant position, for which he/she the employee is qualified, in another classification without exercising displacement rights shall maintain his/her re-employment rights under this Article.
- H. Employees Individuals on the re-employment list in layoff status shall have the right to participate in promotional examinations opportunities are eligible to apply for job openings within the District.

**SECTION 5. Salary Placement** - An employee accepting a position in a lower classification or reduced hours or work year in lieu of layoff, shall maintain same level of health and welfare benefits for a period of one (1) calendar year from the effective date of the layoff and be placed on a step in the salary range of the lower classification which is nearest to, but not higher than the annual salary he/she would have earned in the former classification.

- A. In any case, the salary shall not exceed the maximum step of the current classification.
- B. The employee will retain his/her anniversary date for subsequent salary advancement.
- C. Salary increments based upon longevity shall continue to be paid in the new classification.

**SECTION 6. Assignment to a Vacant Position** - An employee who is qualified, may be assigned by the District to a vacant position. The following conditions shall prevail:

- A. The District shall determine which positions are vacant.
- B. The District shall determine if the employee is qualified for the vacant position.
- C. An employee assigned to a vacant position shall have the same rights as an employee exercising his/her displacement rights.

**SECTION 7. Reduction in Hours or Months**

If there is a reduction in hours, or months including a reduction in the work year, ~~if~~ employees shall in order of seniority, be entitled to the maximum number of hours or months in available positions in his/her current classification.

An employee may accept reduction in assigned time in lieu of layoff or bumping, and shall thus be held safe from displacement (bumping). An employee who accepts reduction, in assigned time in lieu of layoff shall be, at the employee's option, returned to a position with increased assigned time as vacancies become available, for a period of 39 months, and ranked in accordance with their seniority on the reemployment list.

The District shall notify the Association in writing of any impending reduction in hours or work year at least ~~four (4) weeks~~ 60 days prior to the Board of Trustees consideration of the proposed action. To the extent required by law, the District shall negotiate the decision to reduce hours and/or months in the work year of bargaining unit members and the effects of such reductions. The procedure for a reduction in hours/months may be

**SECTION 8. Notification of Impending Layoff General** - The District shall notify the Association in writing of any impending layoff or a reduction of hours/months at least ~~four (4) weeks~~ 60 days prior to the Board of Trustees consideration of the proposed action. The District and CSEA shall meet to negotiate the effects of the action layoff. Upon written request of the Association, ~~The parties~~ CSEA and the District shall meet to discuss the reasons for and alternatives to the layoff.

**SECTION 9. Seniority List** - The District shall maintain an updated list indicating the employees' current classification and hire date as of June 30 of the previous school year. The seniority list shall be posted ~~in each department office and five (5) copies shall be provided to the Association online, and The District will provide the seniority list to the Association and employees subject to layoff not less than (60) sixty calendar days prior to the effective date of the layoff.~~

~~The District will provide a seniority list to the Association and employees subject to layoff, not less than (60) sixty calendar days prior to the effective date of the layoff, subject to layoff and the Association, a seniority list of each classification affected by the layoff not less than (60) sixty calendar days prior to the effective date of the layoff.~~

~~An employee who wishes to protest his/her date of hire on the seniority list or who may dispute with the hours in paid service credited, his/her seniority date by submitting a must file the protest request, in writing, to the Office of Human Resources to have the date reviewed, within thirty (30) calendar days of the posting of any subsequent list which shows a change in his/her seniority from that on the last prior list. Each protest Human Resources will respond to the request shall be answered, in writing, and send with a copy copies to the Employee and the Association within 30 calendar days.~~

If an error has been made, the seniority list will be corrected and posted sent to the employee and the Association online, and the correction will appear on the next published list.

In addition to the annual seniority list provided for above, the District shall update the seniority list at the time any layoff notice is given. A copy of the updated seniority list shall be posted online and provided to the Association within five (5) working days.

**SECTION 10. Reclassification/Reorganization**—In the event two (2) or more employees are reclassified or reorganized at the same time from a lower classification into the same higher classification, without their previous seniority being transferred with the new classification, the employees for the purpose of layoffs and bumping only, are ranked in seniority according to their seniority ranking held in the previous or lower classification. This procedure shall not preclude employees from exercising their displacement rights into any previously permanently held classifications or invalidate their seniority herein.

**ARTICLE XIX - LAYOFF PROCEDURES**  
April 26, 2017

Date: April 26, 2017

CSEA

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

District

[Signature]

Labor Relations Representative

[Signature]

**Counter Proposal**  
**From**  
**Glendale Community College District**  
**To**  
**California School Employees Association and its Glendale Chapter 76**

**November 9, 2016**

**ARTICLE XVIII - DISCIPLINARY PROCEDURES**

**SECTION 1. Disciplinary Action**

- A. Discipline is defined as action by the District against an employee for an infraction of District policies, rules, or regulations. Such action includes, but is not limited to:
  - 1. Suspension without pay
  - 2. Demotion to a lower class in which qualified
  - 3. Dismissal
- B. Prior to disciplinary action against a Bargaining Unit Member, the District may give verbal warnings, written warnings, written reprimand in personnel file, and/or a plan for improvement in a performance evaluation, as outlined in Article XVII: Section 5.
- C. A new, probationary, employee may be dismissed at any time prior to the expiration of the probationary period and shall not be entitled to a hearing.

**SECTION 2. Imposing Personnel Action** – The Superintendent/President or his/her designee may impose personnel action against an employee.

**SECTION 3. Cause for Disciplinary Action** - Causes for disciplinary action against a permanent employee include, but are not limited to the following:

- A. Fraud in securing or maintaining employment.
- B. Neglect of duty (i.e. failure to perform regularly assigned tasks and failure to follow approved safety precautions).

- C. Insubordination (i.e. refusal to perform an assigned task which is legal or does not constitute a safety or health hazard to the employee).
- D. Dishonesty (i.e. stealing, lying, fraud, theft, and falsifying record or reports).
- E. Use or possession of intoxicants or illegal drugs while on duty; or off-duty use which impedes performance.
- F. Absence without leave.
- G. Misuse of District property (i.e. abusive operation of equipment, deliberate destruction or damage, unauthorized use, and removal of approved safety devices on equipment).
- H. Violation of any of the prohibitions set forth in the Education Code or the California Administrative Code, Title 5, and any violation of the policies or regulations of the District or provisions of the collective bargaining Agreement in effect.
- I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- J. Misuse of sick leave (i.e. excessive or patterned absenteeism or tardiness).
- K. Sexual harassment or abuse of students or employees.

#### **SECTION 4. Procedures for Disciplinary Action and Right to Appeal**

##### **A. Supervisory Meeting**

The management level supervisor of the employee shall meet with the employee before forwarding a written charge of disciplinary action. The employee shall be informed of his/her right to representation before the meeting. This meeting shall provide:

1. Evidence of the charges leading to the disciplinary action.
2. Review of previous efforts to resolve the problem leading to the disciplinary action

3. A recommendation of the disciplinary action to be taken as noted in Section 1A.
4. Every attempt shall be made to resolve the problem at this meeting. Should resolution not be possible the request for disciplinary action will be forwarded to the Office of Human Resources along with the supporting information to initiate the action.

**B. Skelly Hearing**

A Skelly Hearing is due process which allows an employee to respond to charges preceding any disciplinary actions brought by the District.

1. Initiation and Notification of Charges - The Office of Human Resources may initiate discipline by filing a Recommendation for Personnel Action as defined in Board Policy 7365 with the Board of Trustees against a permanent classified employee.
2. Within five (5) working days of the filing, a copy of the Recommendation for Personnel Action shall be served on the employee either in person or by registered/certified mail, return receipt requested, at the employee's last known address. A copy of the Recommendation for Personnel Action shall be submitted to the Association.
3. The Recommendation for Personnel Action shall include the following:
  - a. A statement of the personnel action being recommended (e.g., suspension with/without pay, demotion, or dismissal).
  - b. A statement of the cause phrased in ordinary and concise language and not in the language of the District's rule, regulation, or statute.
  - c. A statement of the specific acts or omissions on which the causes are based.
  - d. A statement of the employee's right to appeal and the manner and time his/her appeal must be filed.
  - e. Notice of the date, time, and place of the "Skelly Hearing" to provide the employee an opportunity to present information relative to the charges to be considered by the Board of Trustees.
    1. The employee is entitled to be accompanied by a representative of his/her choice.

2. Failure to appear at the scheduled "Skelly Hearing," or to obtain a postponement, shall be deemed to be a waiver of the employee's right to appeal the proposed disciplinary action.
3. On completion of the "Skelly Hearing," a decision will be forwarded to the Board of Trustees, to the appellant, and to the Association recommending the action resulting from the hearing. If the recommendation sustains the disciplinary action the Recommendation for Personnel Action shall be placed on the next Board of Trustees agenda.

### C. Appeal to the Board of Trustees

Before any disciplinary action, as outlined in Section 1A, the employee shall have the right to appeal the proposed discipline. This does not preclude action being taken by the District as mandated by State or Federal laws.

1. Upon receipt of the Recommendation for Personnel Action from the "Skelly Hearing," the appellant has five (5) working days to file a "Demand for Hearing Form," (see Appendix "L") a copy of which shall be included in the recommendations provided the employee from the "Skelly Hearing." Receipt by the employee shall have been accomplished by deposit of the Recommendation for Personnel Action in the U.S. Mail (registered/certified return requested), to the employee's last known mailing address.
2. Any other written document signed by the employee and appropriately filed within the five (5) working days shall constitute a sufficient notice of appeal.
3. A notice of appeal is filed by delivering the notice of appeal to the Office of Human Resources during normal work hours. The appeal may be mailed to the Office of Human Resources but must be received or postmarked within five (5) working days from receipt of the Recommendation for Personnel Action.
4. If the employee does not file a "Demand for Hearing" or a notice of appeal within the time specified, the employee shall have waived the right to appeal. The Board of Trustees may move to consider the Recommendation for Personnel Action, and if found appropriate, order immediate implementation of the action.

## SECTION 5. Appeal Hearing

- A. The Appeal Hearing will be conducted in the following manner:
1. Representatives of the employee and the Board of Trustees shall select an arbitrator as the hearing officer. The District and CSEA shall each obtain/maintain a list of five arbitrator(s) from the American Arbitration Association or the California Mediation and Conciliation Board. Selection shall be made by mutual agreement or by alternately striking one name from the list until only one name remains. The arbitrator shall be considered the designee of the Board of Trustees to conduct the hearing and report findings, conclusions, and recommendations to the Board of Trustees.
  2. The District and the employee shall each have their right to compel attendance of any other employees of the District to testify, to cross examine all witnesses, to present such exhibits and/or other evidence as may be ruled relevant to the case. Technical rules of evidence shall not apply.
  3. The employee shall have a right to appear in person on his/her own behalf with designees or representation provided by CSEA as the exclusive representative as he/she requests to represent his/her defense. An employee may provide outside counsel by signing a waiver of representation form provided by CSEA. The District may also have counsel.
- B. Counsel/representatives for the respective parties shall exchange witness lists at least five (5) working days prior to the hearing.
- C. The hearing shall be held at the earliest convenient date, considering the established schedule of the arbitrator and the availability of counsel and witnesses. The parties shall be notified of the date, time and place of the hearing.
- D. In arriving at a decision or proposed decision, the arbitrator may consider the records of any prior personnel action proceeding against the employee in which another personnel action was sustained and any records contained in the employee's personnel files within the last two (2) years, if the records were introduced into evidence at the hearing.
- E. The recommendation of the arbitrator shall be submitted to the Board of Trustees and shall be in writing, summarizing the facts, setting forth findings and making a recommended decision. A copy shall be served by registered/certified regular U.S. Mail upon the appellant and appellant's representative/counsel.

- F. The proposed decision of the arbitrator shall be considered by the Board of Trustees, which shall thereafter render a final decision on the matter. The Board of Trustees may accept or reject the decision. However, if the decision of the Board of Trustees is different from that of the arbitrator, the decision will not be based on any facts other than those presented to the arbitrator. A statement of the Board of Trustees reasons for rendering a different decision will be included in the final decision. A copy of the decision shall be delivered to the employee and his/her designated representative personally or by registered mail, postage prepaid, and delivered to the employee's last known address. The decision of the Board of Trustees shall be final.

#### **SECTION 6. Employment Status Pending Appeal or Waiver**

- A. Any employee, against whom a Recommendation for Personnel Action has been issued, may continue performing the duties of the position pending his/her appeal or waiver.
- B. However, in cases where the Superintendent/President has determined that an employee should be dismissed and that continuation of active duty after a Recommendation for Personnel Action has been issued could result in a potential risk of harm to students, employees, or District property while the proceedings are pending, he/she may order the employee immediately suspended from active duty with/without pay as defined in Education Code section §88123.
- C. The suspension order shall be in writing and include a statement of the reasons why suspension is necessary. Any suspension order shall be served on the employee and the Association either personally or by registered/certified mail, return receipt requested to the employee's last known address, immediately after issuance.

#### **SECTION 7. Suspension Limits**

Any suspensions as a disciplinary action invoked under these rules against any employee for reasonable cause shall not exceed thirty (30) calendar days in any one (1) incident nor accumulate more than ninety (90) calendar days in any twelve (12) month period. This section does not preclude suspension as defined in Education Code section §88123.

**SECTION 8. Amended/Supplemental Charges**

- A. At any time before an employee's appeal is submitted to the Board of Trustees, or a designee for decision, the Superintendent/President may, with the consent of the Board of Trustees or a designee, serve on the employee and the Association, and file with the Board of Trustees an amended or supplemental Recommendation for Personnel Action.
- B. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense.
- C. Limitations  
No disciplinary action shall be taken for any cause that arose before the employee's becoming permanent, nor for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could reasonably be assumed that the employee should have disclosed the facts to the District. Disciplinary action taken shall be commensurate with the offense.

Date: November 9, 2016

CSEA

[Signature]  
[Signature]  
[Signature]  
Amen Jr.  
   
   
 

District

[Signature]

[Signature]

Labor Relations Representative