

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

August 28, 2025

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  
DISCIPLINE OF A UNIT MEMBER

**17.0 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 progressive discipline ~~as listed below whereby 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. Non disciplinary actions may include oral reprimands and written reprimands as follows:~~

**17.0.1 Informal Conference**

- 1) Oral reprimand 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 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 the transgression is serious, the unit member should 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 violate rules, regulations, and under performs after oral reprimands are given, the matter may warrant the next level of discipline.

**17.0.2 Written Reprimand**

~~The~~ When a unit member has already been given an oral ~~reprimand~~notice that his/her performance is substandard. Should and the unit member continues to break rules, ignore orders, fail to perform assigned tasks, or otherwise fall short of the job standards, the supervisor shall document the problem in writing. ~~This is done~~ in the form of a memorandum of reprimand, which shall be issued to the unit member.

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

### 17.0.3 Conferences, Directives, and Further Reprimands

- 1) Should the unit member's performance continue to be unsatisfactory after issuance of one or more written reprimands, the unit member now becomes a candidate for possible serious disciplinary action. The Prior to moving to disciplinary action, the supervisor will may confer more frequently with the individual to discuss his/her shortcomings and provide specific directions for improvement in a reasonable period of time agreed to by the district and the Federation to show improvement. These conferences should be summarized in writing by the supervisor and filed in the unit member's official personnel record with the written reprimand. The unit member shall be provided copies of all disciplinary reprimands and conference summaries. The unit member also has the right to respond to any written documentation to be placed in his/her personnel records. Employees have the right to Union representation during all conferences that may result in written reprimand or disciplinary action.
- 2) The supervisor will continue to document the unit member's progress, performance deficiencies, or misconduct during these attempts to remediate employee conduct or performance.

### 17.0.4 Documentation Review/Recommendation

The roughout the progressive discipline process, the unit member's deficiencies should be well documented in the file through written reprimands, conference summaries, and written documents (such as complaints) relevant to the infraction from other sources. The unit member's supervisor will may recommend, based upon all relevant documentation and circumstances, either that the unit member be disciplined or that he/she be given additional time to improve their performance.

### 17.0.5 Bypassing Progressive Discipline

The District and Federation agree that progressive discipline will be applied except in cases of severe disciplinary infractions, such as being an immediate threat to the health, safety, and wellbeing of students, employees, or the public, criminal actions, acts of gross misconduct, or acts that are intentional, wanton, willful, deliberate, reckless, or in deliberate indifference to the District's interest.

[Note: Arbitrators generally recognize the need for management to select the appropriate penalty, up to and including a discharge penalty in cases of extremely serious misconduct, including theft and dishonesty. (*Elkouri & Elkouri*, "How Arbitration Works," (8th Ed. 2016) § 15-44.) In other words, the "when appropriate" acknowledges the basic assumption that a negotiated schedule of progressive sanctions cannot be formulaically applied. As one arbitrator stated, even a negotiated schedule of progressive sanctions cannot be formulaically applied, as to do so would require "an employee who commits an assault and battery upon his foreman or a fellow employee, [] be subject to a written warning slip for the first offense irrespective of the serious and aggressive character of his acts." (*Alliance Machine Co.* (Dworkin, 1967) 48 Lab. Arb. Rep. 457.)]

## 17.1 Cause for Dismissal Disciplinary Action

Disciplinary action, including suspension, demotion, or dismissal of unit members, shall be restricted to cause as determined by the Board. The Board's determination of the sufficiency of cause for dismissal shall be conclusive. Cause for dismissal shall include:

- 1) Misrepresentation or dishonesty in any information supplied to the District, including but not limited to, in falsifying information submitted in application forms, employment records, or any other district record;
- 2) Incompetence;
- 3) Physical or mental disability rendering the unit member incapable of performing their assigned duties;
- 4) Inexcusable neglect of duty, insubordination, or willful disobedience;
- 5) Drunkenness, intemperance, or addiction to narcotics that impairs the unit member in the workplace;
- 6) Conviction of a felony or a misdemeanor involving moral turpitude, or any disqualifying conviction as specified in Education Code § 87021 and/or 87022;
- 7) Persistent absence without leave, failure to report such absence, or failure to file a notice of absence within a reasonable period after returning to work;
- 8) Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public during working hours; after hours, if conduct exerts harmful influence on the District;
- 9) Abuse of illness leave privileges;
- 10) Misuse or converting District property to personal use;
- 11) Failure to abide by the conditions of employment set forth by Board policy, commission of acts outside of duty hours which hinder the performance of the unit member's assigned task.

## 17.2 Suspension

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

## 17.3 Demotion

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

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

#### 17.4 Dismissal

- 1) Based upon documented deficiencies and/or infractions, ~~formal discharge found in the employee's official personnel file, formal discharge for just cause, as called for under "Cause for Dismissal,"~~ of a unit member may ~~be imposed on unit members of the bargaining unit for the causes indicated in Article 17.1~~ be warranted only after all of the above steps have been adhered to.
- 2) Should the circumstances ~~of the cause for dismissal be~~ determined to be sufficiently severe, steps may be taken for the immediate dismissal of the unit member at any stage of the disciplinary process.

#### 17.5 Cause for Dismissal

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

- ~~1) Any information supplied to the District, including but not limited to, in falsifying formation submitted in application forms, employment records, or any other district record;~~
- ~~2) Incompetence;~~
- ~~3) Physical or mental disability rendering the unit member incapable of performing his/her assigned duties;~~
- ~~4) Inexcusable neglect of duty, insubordinate or willful disobedience;~~
- ~~5) Drunkenness, intemperance, or addiction to narcotics;~~
- ~~6) Conviction of a felony or a misdemeanor involving moral turpitude;~~
- ~~7) Persistent absence without leave, or failure to report such absence;~~
- ~~8) Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public during working hours; after hours, if conduct exerts harmful influence on the District;~~
- ~~9) Abuse of illness leave privileges;~~
- ~~10) Misuse or converting District property to personal use;~~
- ~~11) Failure to abide by the conditions of employment set forth by Board policy, commission of acts outside of duty hours which hinder the performance of the unit member's assigned task;~~

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

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

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

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

[Note: The primary issue with Section 1 is that it creates a due process problem by asking the Board to take an action before it is given information. Due process, which must be provided in the case of deprivation of a property right such as permanent public employment, may be violated when it "can be demonstrated not only by proof of actual bias, but also by showing a situation in which experience teaches that the probability of actual bias on the part of the judge or decisionmaker is too high to be constitutionally tolerable." (Withrow v. Larkin (1975) 421 U.S. 35, 47.) The District would prefer the notice come from administration, subject to appeal, with the Board having one final decision-making role. The primary issue with #2 is that that consultation amongst administration/Cabinet is not a matter that can or will be delegated to the negotiation table.]

- ~~3) The Superintendent/President, or designee, shall inform the unit member by written notice of the specific charges against them; a statement of their right to a hearing on such charges, and the time within such hearing may be requested.~~
- ~~4) 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.~~
- ~~5) 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.~~
- ~~6) If the unit member requests a hearing within the time prescribed by the dismissal notice, the District shall afford such unit member with an opportunity for the hearing. The burden of proof for establishing sufficiency of cause shall remain with the District.~~
- ~~7) 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.~~

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

- ~~1) When suspension, demotion, or discharge are recommended, the President or designee will notify the Board and the employee and state the reasons. Such notice shall be in writing, and shall be served in person or by certified mail upon the unit member by the President or appointed designee. The written notice shall include a statement of the unit member's right to a pre-disciplinary (Skelly) meeting on the~~

charges, the period within which such a due process meeting (Skelly) will occur; and the unit member's right to be represented, if requested. The meeting shall be conducted by a disinterested Skelly Officer, e.g. an administrator who was not involved in the underlying circumstances nor the party of initiating the charges. At the conclusion of the due process meeting, the Skelly officer shall submit in writing a recommendation to the President.

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

## 17.8 Appeal of Disciplinary Action

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

## 17.9 Dismissal Procedure for Permanent Employees

- ~~1) The Superintendent/President, or his designee, subject to Board approval, shall inform the unit member by written notice of the specific charges against them/him/her; a statement of his/hortheir right to a hearing on such charges, and the 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- Dismissal of Unit Member**

The effective date of the dismissal of a unit member shall be the date on which the Board of Trustees makes a decision 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

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