TENTATIVE AGREEMENT
BETWEEN THE
CERRITOS COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #161

January 8, 2015

ARTICLE 30: DISCIPLINE PROCEDURES

30.1 Discipline

A permanent classified employee shall be subject to disciplinary action for cause. Discipline is
defined to mean demotion, suspension without pay, or dismissal. Discipline does not include
demotion or dismissal resulting from lay-off as defined in Education Code 88001(g).

30.1.1 Causes for discipline are contained in Board Policy 7365.

30.2 Progressive Discipline

Progressive discipline is intended to correct deficient performance of the employee short of
dismissal, suspension without pay, or demotion. It is intended to help employees recognize and
fully accept their work responsibilities and for their supervisor to provide feedback on work
expectations and performance.

30.2.1 The following progressive discipline steps shall normally be utilized by the District.
However, the process may be initiated at any step based on the seriousness of the
employee’s conduct/performance as determined by the District.

Step 1: Verbal Counseling with Option to Issue Counseling Memorandum

Within 60 calendar days of the immediate supervisor’s knowledge of an act or omission
that may give rise to discipline, the supervisor and/or a representative from Human
Resources, and a Union Representative, if requested by the employee, shall conduct a
meeting with the employee to discuss matters related to the act or omission. As a result
of this meeting, if the District representative determines that progressive discipline is
necessary, it is understood that the employee will be provided at this meeting with verbal
counseling and suggestions for improvement. A counseling memorandum may be issued
at the discretion of the District. If issued, the counseling memorandum shall include, but
not be limited to, the date of the meeting, who was present, the action or omissions giving
rise to the verbal counseling, and suggestions/directions for improvement. The employee
will acknowledge receipt of the memorandum by initialing or signing a copy.

Nothing in Step 1 prohibits supervisors from giving directions to employees with respect
to their work performance nor is the supervisor prohibited from referring to these
directives or including the counseling memorandum in the employee’s personnel file in
Step 2.
Step 2: Written Warning

If the same or similar act(s) or omission(s) addressed in Step 1 (Verbal Counseling) reoccur, the immediate supervisor shall conduct a meeting with the employee, and/or a representative from Human Resources, and a Union Representative, if requested by the employee. If the District representative determines that additional progressive discipline is necessary, the employee will be provided verbal counseling at this meeting and a written warning will be issued subsequently and placed in the employee’s personnel file. The written warning will include the reasons for the warning and provide suggestions for improvement. The employee may respond to the written warning within 10 days of receipt, which will be placed in the employee’s personnel file.

Nothing in Step 2 prohibits supervisors from giving directions to employees with respect to their work performance nor is the supervisor prohibited from referring to these directives or including the counseling memorandum and written warning in the employee’s personnel file in Step 3.

Step 3: Letter of Reprimand

If the same or similar act(s) or omission(s) addressed in Step 2, (Written Warning), reoccur, the immediate supervisor may conduct a meeting with the employee, and/or a representative from Human Resources, and a Union Representative, if requested by the employee. If the District representative determines that additional progressive discipline is necessary, the employee will be issued a letter of reprimand that will be placed in the employee’s personnel file. The written reprimand will include the reasons for the reprimand and provide suggestions for improvement. The employee may respond to the letter of reprimand within 10 days of receipt, which will be placed in the employee’s personnel file.

Step 4:

If the same or similar act(s) or omissions(s) addressed in Step 3, (Letter of Reprimand), reoccur, the District may initiate disciplinary action defined herein. No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent or for any cause that arose more than two years preceding the date of the filing of any charge against the employee, unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

30.3 Procedure for Disciplinary Action and Appeal

For permanent classified employees suspended, demoted, or dismissed the District shall apply the following pre-disciplinary procedure:

30.3.1 Notice to Employees

The District shall give notice to any permanent employee subject to dismissal from employment prior to taking the disciplinary action. The notice shall be in writing, and shall contain the following information:
1) The specific charge(s) against the employee, including a description of the conduct giving rise to the charge(s) and the specific cause(s) for discipline in accordance with Board Policy.

2) The date, time, and place at which a pre-disciplinary administrative review meeting will be conducted. The meeting shall be conducted not less than five (5) days and not more than ten (10) days after the date of service of notice to the employee.

3) A statement informing the employee that failure to appear at the pre-disciplinary administrative review meeting will result in his/her waiver of the right to such a review.

30.3.2 Step 1 - Pre-Disciplinary Administrative Review

The pre-disciplinary administrative review shall be before the Vice President of Human Resources or designee, and shall constitute the administrative review required by these policies. The administrative review shall be convened at a time designated by the District. The employee may elect to be represented by the recognized employee association, outside counsel, or the employee may elect to represent himself/herself. The administrative review meeting shall be informal, and the employee shall have the opportunity to present to the Vice President of Human Resources or designee any relevant evidence in the form of a narrative presentation or documents relative to the disciplinary action of which the employee received notice. Following the administrative review meeting, the Vice President of Human Resources or designee shall decide whether the disciplinary action shall be imposed, and if not, whether lesser disciplinary action shall be imposed.

30.3.3 Step 2 - Notice of Disciplinary Action/Demand for Hearing

Any permanent employee against whom disciplinary action is initiated by the District shall be given written notice by the Vice President of Human Resources or designee. Such notice shall indicate the nature of the disciplinary action, the cause(s) for such action, and the specific charge(s) against the employee. The notice shall contain a statement of his/her right to a hearing on such charges, the time within which such hearing may be requested (which shall not be less than five (5) workdays after service of the notice on the employee) and said notice shall be accompanied by a card or paper, the signing and the filing of which with the Vice President of Human Resources or his/her authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

At any time before an employee's appeal is submitted to the Board of Trustees or to a Hearing Officer for decision, the District may serve on the employee and file with the Board or the Hearing Officer an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense thereto. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and should be noted on the record.
30.4 **Conduct of Hearing**

30.4.1 **Hearing Officer**

The Board of Trustees shall appoint a Hearing Officer to hear the matter unless the Board of Trustees determines to hear the matter.

30.4.2 **Notice of Hearing**

The Vice President of Human Resources or designee shall set the matter for hearing and shall give the employee at least five (5) workdays, notice in writing of the date, time, and the place of such hearing.

30.4.3 **Rights of Employee and the District**

The employee shall attend the hearing, and shall be entitled to:

1) Be represented by counsel or any other person at such hearing;

2) Testify under oath;

3) Compel the attendance of other employees of the District to testify in his/her behalf;

4) Cross-examine all witnesses appearing against him/her and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Officer or the Board;

5) Impeach any witness;

6) Present such evidence as the Hearing Officer or the Board deems pertinent to the inquiry; and

7) Argue his/her case.

The District shall be entitled to the same rights.

30.4.4 **Evidence**

The hearing shall be informal and 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 admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
30.4.12 Transcripts of Hearings

Transcripts of hearing shall be furnished to any party involved in the disciplinary action on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the Vice President of Business Services. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

30.4.13 Continuances

The Board of Trustees or a Hearing Officer may grant a continuance of any hearing upon such terms and conditions as it may deem proper.

30.5 Immediate Suspension

If an employee's presence on District facilities creates or has the potential of creating a danger or threat to the District's property, to the safety or health of students or employees, including the employee at issue, or when the District has reasonable cause to believe that the suspension is to protect its best interest, after complying with section 30.3.2 and 30.3.3 above, the District may immediately suspend without pay any employee for a period not to exceed 30 work days.

30.6 Only the procedures set forth in this Article shall be subject to the grievance procedure contained in Article 4 of this Agreement. The determination and judgment of the hearing officer, if one is appointed by the Board of Trustees, and the final decision of the Board on any disciplinary action shall not be subject to the grievance procedure in this Agreement.

30.7 Disciplinary Settlements

A disciplinary grievance may be settled at any time following the service of notice of discipline. The terms of the settlement shall be expressed in writing. An employee offered such a settlement shall be granted a reasonable opportunity to have the employee’s Union representative review the proposed settlement in writing.

This tentative agreement is subject to ratification by CSEA and approval by the Board of Trustees.

For the District:  

Dr. Mary Anne Gularte  
Vice President, Human Resources/  
Assistant Superintendent

For the California School Employees Association Chapter #161:

Ms. Lynn Laughon  
President

Mr. Dave Ward  
Chief Negotiator