

Proposal
To
GLENDALE COMMUNITY COLLEGE DISTRICT
from
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS GLENDALE COMMUNITY COLLEGE CHAPTER #76
November 8, 2023

ARTICLE III - RETAINED RIGHTS

SECTION 1. District Rights - CSEA and the District agree that the authority, rights, duties and responsibilities of the District conferred upon and invested in it by the laws and the Constitution of the State of California for all matters not deemed within the scope of representation as delineated in Government Code § 3543.2 or otherwise limited by the rights of CSEA and bargaining unit employees affirmed in this Agreement or any applicable statute, including the California Education Code, are exclusively reserved and retained by the District. limited by the provisions of the Classified Bargaining Agreement and California Education Code, or limited by statutory rights of bargaining unit employees members, shall be reserved to the District. Reserved rights include, but are not limited to, the exclusive ~~right to~~, but are not limited to, the right to:

- determine the management organization and operational structure of the District, administratively control and govern the District; as outlined in Board Policy 3100 as outlined in Board Policy 3100;
- determine the financial structure of the District and all budgetary matters, pursuant to Board Policies 6100 through 6400 and the responsibilities of the Budget Committee as part of the governance structure (Administration Regulation 2611, Governance Document); including but not limited to all sources and amounts of financial support and income, and all budgetary allocations, reserves and expenditures, including but not limited to all sources and amounts of financial support and income, and all budgetary allocations, reserves and expenditure;
- determine the number, type and location of all District-owned or controlled properties, grounds, facilities, and other improvements, including the acquisition, modification, disposal and utilization of the same and the work, service and activity functions assigned to each of such properties;

- determine the kinds, levels and standards of any services to be provided for the public or to be provided to employees in support of services to the public, and the methods and means of providing such services;
- determine the subcontracting of services and functions, except where such subcontracting conflicts with Article XXII, Contracting Out, **and in compliance with California Education Code and Public Contract Code 88033.1 and Board Policy 6340 and in compliance with California Education Code 88033.1 and Board Policy 6340;**
- determine the educational policies, regulations, objectives, goals, programs, support services, curriculum, course content, textbooks, equipment and supplies, and **all** rules, policies, regulations, and practices regarding such matters **in compliance with California Education Code 78015-79520, Board Policies 4010 through 4500, Board Policies 5010 through 5700, and the Accrediting Commission of Community and Junior Colleges (ACCJC) Standard II, Student Learning Programs and Support Services;**
- hire, classify, direct, utilize, promote, demote, discipline, layoff, medically separate or terminate any bargaining unit **employee member** except where such actions conflict with Education Code **88003, Education Code 88017, Board Policy 7365, and specific provisions of this Agreement;**
- assign bargaining unit employees members **or other employees or other employees** to any location, and also to any facilities, classrooms, activities, academic subject matters, and departments, except where such actions conflict with Article XX, Transfer Procedures;
- determine staffing patterns, including but not limited to the determination of whether, when and where there is a vacant position;
- determine the job classifications and the content and qualifications thereof **except where such actions conflict with the provisions of this Agreement;**
- determine the duties and standards of performance for all employees **in accordance** **except where such actions conflict with Article XVII Performance Evaluation Procedures in compliance with Administrative Regulation 7150;**
- determine the times and hours of operation of District facilities, functions and activities;
- determine safety and security rules and measures for all employees and students of the District, **subject to the provisions in Article XXIII, Safety Conditions, and in compliance with Board Policies 3500 through 3570;**
- **and determine the rules, regulations, policies, and practices for all employees, students and the public . and determine the**


rules, regulations, policies, and practices for all employees, students and the public.

It is understood that the right to "determine" includes the right to establish, modify, and discontinue, in whole or in part, temporarily or permanently, any of the above matters.

SECTION 2. Limitations Exercise of Rights and Responsibilities- The District rights are listed by way of example rather than limitation, and tThe provisions of the this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner. **In exercising its rights, the District affirms its commitment to follow relevant District established policies and procedures.**

SECTION 3. Association Rights – By delineating District rights in this Article, CSEA and the District agree that it is not the intention of the parties to detract or diminish in any way the rights of CSEA or bargaining unit employees members as set forth elsewhere in the Agreement, or in applicable laws or regulations; however, CSEA's statutory right to negotiate during the term of the Agreement shall be as delineated in the Agreement. If there is a direct conflict between the rights set forth in this Article and the provisions of another Article of the Agreement, the language of the latter shall prevail.

SECTION 4. Dispute Regarding Rights - Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District contained in this Article, or any other rights of the District not limited by other provisions of the Agreement, shall not be subject to the grievance and arbitration provisions of Article VI, unless the grievance in question contains an allegation that the District has violated a provision of some other Article of this Agreement, whereby the referenced Article is subject to arbitration.


Saodat Aziskhanova, Chief Negotiator
CSEA and its Chapter #76

 11/8/23
Brittan Y Grice, Chief Negotiator
Glendale Community College

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Jennifer Rener, CSEA Senior Labor Relations Representative

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November 8, 2023**

ARTICLE XII - VACATIONS

DEFINITIONS:

- A. **“Vacation accruals”** are based on calendar months worked subject to the maximum allowable vacation accrual provisions in Section 9.
- B. **“Vested vacation”** is earned vacation time that cannot be taken away from the unit member as delineated in Section 11.
- C. **“Unearned vacation”** is vacation time which the bargaining unit employee has not yet accrued but which is available for use, subject to the provisions in Sections 9 and 10.
- D. **“Calendar Month Worked”** is a calendar month worked for the purpose of vacation accruals and is a month in which the bargaining unit employee has been fully compensated for fifty percent (50%) or more of their working days in the month.

SECTION 1. Vacation Accruals– A bargaining unit employee shall accrue vacation for each calendar month worked in accordance with the following provisions:

Years of Service	Vacation Accruals Per Month of Work
Zero to less than five (5) years of service	1.25 vacation days per month of work
Attainment of five (5) years of service but less than ten (10) years of service	1.667 vacation days per month of work
Attainment of ten (10) years	1.833 vacation days per

of service or more	month of work
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SECTION 2. Calculating Annual Vacation Accruals - Annual vacation accruals shall be computed by multiplying the rate factors indicated in Section 1. Annualized totals computed from Section 1 assume that a bargaining unit employee completes a full year (12 months) of work to earn the annual allocation. Any representation of annualized accruals in District records, including in time accounting balances accessible to the employee, is a projection only, and not an employee's entitlement to the allocation unless the full fiscal year is worked.

SECTION 3. Rate of Pay for Vacations - The rate at which vacation is paid shall be the bargaining unit employee's current regular monthly rate of pay at the time vacation is taken.

SECTION 4. Newly Hired Bargaining Unit Employee and Use of Vacation Accruals A new bargaining unit employee shall be eligible to take vacation after six (6) months of paid service.

SECTION 5. Arranging for Vacations – When possible, vacation requests will be granted at times most desired by bargaining unit employees. In certain areas, in order for bargaining unit employees to schedule vacation time, the supervisor shall circulate a vacation calendar. The vacation calendar is to be completed by May 31 for the next fiscal year. A bargaining unit employee shall submit a Report and Request for Leave of Absence form to their supervisor noting the requested dates/times of the vacation request (See Appendix "K"). Bargaining unit employees must request vacation in writing at least one (1) week in advance of use except in the case of emergencies. Vacation requests shall be approved or denied by the supervisor within three (3) days of the request submission. If there is any conflict between bargaining unit employees who are in the same work unit as to when vacations shall be taken, the bargaining unit employee with the greatest seniority in the District shall be given their preference, on a rotating basis. However, the final right to allotment of vacation periods is exclusively reserved to the District, in order to ensure the orderly operation of the District.

A. Paid vacation time may be granted even though not accrued at the time the vacation is taken.

B. Nine (9) and ten (10) month bargaining unit employees shall use vacation accruals during December and January non-workdays and Spring Break.

SECTION 6. Separation of Employment

- A. Upon separation of employment a bargaining unit employee shall be paid their existing vacation accruals and vested vacation, if applicable at the rate of pay applicable to their last regular assignment.
- B. Unearned vacation accruals that have been used shall be deducted from a bargaining unit employee's final pay warrant if they separate from employment with the District prior to accruing such vacation.
- C. In the event the bargaining unit employee separates from employment before June 30th, the bargaining unit employee's vacation accrual will be pro-rated based on actual calendar months of service worked.
- D. No payment for vacation accruals shall be made to a bargaining unit employee who does not complete the first six (6) months of paid service.

SECTION 7. Illness or Bereavement - A permanent bargaining unit employee who commences their vacation and subsequently becomes ill or bereaved before their vacation period has been completed may request that their vacation be terminated and that they be placed on sick leave or bereavement leave, provided the bargaining unit employee would have been on vacation, within the following provisions:

- A. The illness or bereavement falls within the work year of the bargaining unit employee.
- B. The illness or bereavement is substantiated by the bargaining unit employee, who shall provide relevant supporting documentation.

A bargaining unit employee request for use of illness or bereavement leave must be made by either email or verbally to their supervisor during the approved vacation period.

SECTION 8. Holidays During Vacation Days - When a holiday, as provided in Article XI -Holidays, falls during the scheduled vacation of any bargaining unit employee, the holiday shall not count as a vacation day and shall be paid as a holiday provided the bargaining unit employee is in a paid status for any portion of the day immediately preceding or succeeding the holiday.

SECTION 9. Maximum Vacation Accruals—Vacation accruals are subject to the following limits: ~~A bargaining unit employee with less than five (5) years of service may have a maximum annual vacation accrual of two hundred and forty (240) total hours. A bargaining unit employee who has attained five (5) years of service but less than ten (10) years of service may have a maximum annual vacation accrual of three hundred and twenty (320) total hours of vacation leave. Bargaining unit employees who have~~

attained ten (10) years of service or more may have a maximum earning of three hundred and fifty two (352) total hours of vacation leave.

Years of service	Maximum vacation accruals
Less than 5 years of service	240 hours
5 years but less than 10 years of service	320 hours
10 years or more of service	352 hours

Maximum earning rates shall be set on a pro-rata basis for bargaining unit employees who work less than forty (40) hours per week.

Employees shall not continue to earn vacation accruals once their relevant maximum is earned!

in accordance with the caps listed in this section. Upon maxing out earned vacation accruals, an employee will no longer accrue vacation, and must utilize their vacation time at least to the degree that would lower their accrual balance to allow for vacation to be earned on their monthly rate factor once again. For example, an employee with 10 years or more of service must utilize approximately 8 hours of vacation (1 day off of work) upon reaching their maximum accrual in order to begin earning accruals during the fiscal year.

SECTION 10. Use of Vacation Accruals - All bargaining unit employees are encouraged to use their vacation accruals each year. The full fiscal year allotment of vacation accruals shall be posted on July 1 of each year.

- A. A bargaining unit employee who has reached the maximum vacation accruals as established in Section 9 shall be eligible to earn additional vacation accruals once their vacation accruals drops below the delineated limit. A bargaining unit employee who brings their vacation accruals below the limit before June 30th shall be credited with the equivalent hours from their unearned vacation accruals, subject to the provisions of Section 9. A bargaining unit employee who has reached the maximum vacation accruals under Section 9 and does not bring their vacation accruals below the maximum by June 30th shall not earn additional vacation time in that fiscal year.

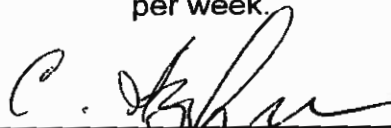
It is the responsibility of a bargaining unit employee to request and coordinate time off with their supervisor in order to manage vacation accruals once the employee is nearing or at maximum accrual. Granting vacation requests of bargaining unit employees, including in order to address accrual issues related to the vacation maximum, shall be done in accordance with the relevant

~~provisions of this Agreement and District operational needs.~~

~~Failure of a bargaining unit employee to timely request and coordinate time off with their supervisor in order to manage vacation accruals once the employee is nearing or at maximum accrual, at any point during the fiscal year may result in an employee's inability to bring their accrual balance below the maximum to be eligible for earning vacation beginning the following fiscal year. Granting vacation requests of bargaining unit employees, including in order to address accrual issues related to the vacation cap, shall be done in accordance with the relevant provisions and this Agreement and District operational need.~~

- B. A bargaining unit employee who has unearned vacation accruals as a result of being above the maximum allowable vacation accruals under Section 9 and has written documentation from the District that they were denied vacation because of the District's workload or any other mitigating circumstances that would prevent the bargaining unit employee from taking vacation; that vacation time, at the option of the bargaining unit employee shall be carried over to the next fiscal year (to be taken within the first (6) months of the following fiscal year), or be paid.
- C. Bargaining unit employees may access their vacation accruals at any time using the online employee service system.

SECTION 11. Vested, Banked Vacation Hours - Any vacation hours accrued by bargaining unit employees prior to July 1, 1996 as well as 16 hours in 2003, and 21 hours in 2012 and 36 hours in 2023 per agreements between the Association and the District shall remain vested to the bargaining unit employee and banked unless used by the bargaining unit employee and are exempt from the provisions in Sections 9 and 10. The amounts in the 2003, and 2012 and 2023 agreements will be pro-rated for bargaining unit employees who work less than 40 hours per week.


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APPENDIX "D1"

2024-2025 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTH	HOLIDAY	College Closed	DAYS IN PAID SERVICE
JULY	07/04/24		22
AUGUST			22
SEPTEMBER	09/02/24		20
OCTOBER			23
NOVEMBER	11/11/24 11/28/24 11/29/24	11/30/24*	18
DECEMBER	12/24/24 12/25/24 12/26/24 12/27/24 12/30/24 12/31/24		16
JANUARY	01/01/25 01/20/25		21
FEBRUARY	02/14/25 02/17/25		18
MARCH	03/31/25		20
APRIL	04/24/25		21
MAY	05/26/25		21
JUNE	06/19/25		20
TOTAL DAYS IN PAID SERVICE =			242

9 MONTH EMPLOYEES work from 07/01/24 - 06/30/25

- Vacation days shall be used for Spring break (4/14/25 — 4/18/25) and December non-workdays.
- 9-month employees take the equivalent of three months (consecutive weeks) off between the months of June and August.

10 MONTH EMPLOYEES work from 07/01/24 - 06/30/25

- Vacation days shall be used for Spring break (4/14/25 — 4/18/25)
- 10-month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

11 MONTH EMPLOYEES work from 07/01/24 - 06/30/25

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

12 MONTH EMPLOYEES work from 07/01/24 - 06/30/25

* Employees scheduled to work on a Saturday, when the College is closed, shall revert to Monday-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.

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10/25/23

**Proposal
To
GLENDALE COMMUNITY COLLEGE DISTRICT
from
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS GLENDALE COMMUNITY COLLEGE CHAPTER #76
October 4, 2023**

ARTICLE XVI – POLICE OFFICERS

SECTION 1. District Provided Equipment - The District shall provide each newly hired police officer with an appropriate firearm, a Sam Brown belt and all required public safety equipment. An appropriate firearm shall not be purchased for any part-time police officer who is employed elsewhere as a law enforcement officer. Emergency tactical equipment shall be provided to all police officers by the District and remain District property.

SECTION 2. District Provided Uniforms – The District shall provide each newly hired police officer and Police Communications and Record Specialist with two (2) complete sets of winter and summer uniforms.

Ongoing Uniform Costs - Each full-time police officer is eligible for a maximum of one thousand five hundred dollars (\$1,500) each fiscal year to cover cleaning, replacement and additional uniforms, including shoes and boots. Police Communications and Records Specialists and part time police officers are eligible for up to seven hundred fifty dollars (\$750) each year. The police officer may purchase these items and services using a District purchase order through approved District vendors or may purchase these items on their own and submit receipts for reimbursement.

SECTION 3. Police Officers Bill of Rights - A copy of the "Public Safety Officers Procedural Bill of Rights" shall be given to each officer, and every new officer upon employment. (See Government Code §§3300-3313).

SECTION 4. Safety Equipment - Safety equipment shall be replaced at the end of the equipment's life expectancy.

SECTION 5. Retirement for Police Officers

A. All sworn peace officers whose positions are in the bargaining unit shall be eligible to receive the benefits enumerated in the Collective Bargaining Agreement, Article 24, Section 1, beginning at age 50.

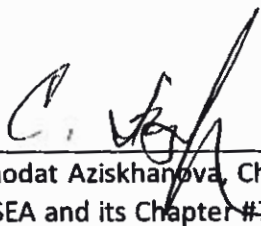
B. All Classic police officers hired before January 1, 2013, shall be enrolled in the Classic CALPERS plan, (3%) at age fifty (50) plan.

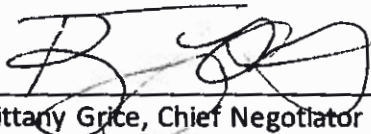
C. All PEPRA police officers hired after January 1, 2013, shall be

enrolled in the CALPERS, Public Employees' Pension Reform Act plan, 2.7% at age fifty-seven (57) plan.

SECTION 6. Service Commitment – A bargaining unit employee that is hired into the classification of Police Trainee or Police Officer after January 1, 2005, must sign a letter of commitment indicating that they shall work for the District no less than five (5) years.

- A.** A bargaining unit employee that chooses not to fulfill the five (5) year service commitment shall be required to pay for the costs incurred by the District to provide their training and equipment during the police academy and while in the police department's Field Training Program.
1. The cost of the police academy training shall be determined by the billing statement issued from the approved academy.
 2. The cost of the Field Training Program shall be determined by calculating the training officers' hourly pay rate at Step 1 on the Classified Salary Schedule for a period not to exceed twelve (12) weeks and shall only reflect actual hours of training.
 3. The cost of equipment shall be determined by the invoices for all equipment, books and training materials provided by the District to the bargaining unit employee while in the police academy. This shall exclude costs of all weapons, body armor and equipment or supplies that may not be legally possessed by civilians.
 4. Upon full payment for all training and equipment expenses, the bargaining unit employee shall receive all equipment or material for which they have paid and a letter releasing them of any commitment.


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**Proposal
To
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April 29, 2024**

ARTICLE XVIII - DISCIPLINARY PROCEDURES

SECTION 1. Disciplinary Action

A. Permanent Bargaining Unit Employees

1. Cause and Progressive Discipline

- a. Discipline shall only be imposed on permanent bargaining unit employees for cause.
- b. The District primarily relies on progressive disciplinary action, which provides a bargaining unit employee with an opportunity to correct deficiencies in either conduct or performance. When the bargaining unit employee fails to self-correct deficiencies, the discipline regarding misconduct or unsatisfactory performance may become more progressively severe.
 - i. Exception to progressive discipline: when the incident giving rise to discipline is significant in nature, the resulting disciplinary action may warrant non-progressive discipline and may include a higher level of discipline such as suspension or termination.
- c. Progressive disciplinary action may include:
 - verbal warning,
 - written warning,
 - written reprimand,
 - suspension,
 - involuntary demotion,
 - termination

B. Probationary Bargaining Unit Employees

A probationary bargaining unit employee may be released from probation at any time prior to the expiration of the probationary period and shall not be entitled to a hearing delineated in Section 7. C. of this Article.

C. Disciplinary Action Causes and Time Limits

Disciplinary action shall not be initiated against a permanent bargaining employee for any cause prior to the bargaining unit member becoming permanent or based on information that is more than two years old, unless the cause was concealed or not disclosed by the bargaining unit employee when it could be reasonably assumed that the bargaining unit employee should have disclosed the facts to the District. (Education Code §88013)

D. Personnel Files and Disciplinary Action

Disciplinary actions, including written reprimands, suspensions, involuntary demotions, or terminations, which may be deemed as derogatory information, shall not be placed in the bargaining unit employee's personnel file until the bargaining unit employee is given written notice and an opportunity to comment on the information. The bargaining unit employee shall have the right to enter, and have attached to the noted disciplinary action, their own comments. (Education Code §87031)

SECTION 2. Right of Representation (Weingarten Rights)

A bargaining unit employee has the right to CSEA representation in discipline matters. The bargaining unit employee has the right to seek a postponement of a meeting that could lead to discipline and request CSEA representation. If CSEA representation is requested, the meeting shall be rescheduled within five (5) days to allow for CSEA representation.

SECTION 3. Paid Administrative Leave

- A. Paid administrative leave shall not be considered disciplinary action.
- B. A bargaining unit employee may be placed on paid administrative leave pending an investigation outcome, as determined necessary by the Vice President, Human Resources.
- C. Emergency Situations: If a bargaining unit employee's continued presence constitutes a danger or jeopardizes the welfare of the bargaining unit employee, other staff and/or students or threatens to disrupt the District operations, the Vice President, Human Resources

may immediately place the bargaining unit employee on paid administrative leave.

SECTION 4. Imposing Disciplinary Action - The Superintendent/President or their designee may impose disciplinary action against a bargaining unit employee.

SECTION 5. Cause for Disciplinary Action - Causes for disciplinary action against a bargaining unit 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. 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 an approved 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 leaves (i.e. excessive or patterned absenteeism or tardiness.)
- K. Sexual harassment, abuse, and/or bullying of students or employees.
- L. Job Abandonment (See Article X, Section 14)

M. Failure to maintain licenses or certificates required for the classification

SECTION 6. Supervisory Meeting

Nothing shall preclude the supervisor from having informal conversations with the bargaining unit employee to address conduct and performance concerns prior to initiating progressive disciplinary process.

SECTION 7. Progressive Discipline and Progress Discipline Procedures

A. Section 1, A., 1., b., 1, Exception to Progressive Discipline, shall supersede the progressive disciplinary action and procedures noted below.

B. Verbal Warning, Written Warning, Written Reprimand and Procedures

1. Verbal Warning

a. Requires an informal meeting with bargaining unit employee and supervisor to discuss performance/conduct concerns and identify the appropriate actions for improvement. The supervisor shall email a memorandum that clearly states the cause(s) for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, and future conduct or performance expectations with timelines for improvement. Training, where appropriate, shall be provided.

2. Written Warning

a. A memorandum shall be emailed to the bargaining unit employee that clearly identifies the cause(s) for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, and future conduct or performance expectations with timelines for improvement. Training, where appropriate, shall be provided.

3. Written Reprimand

a. A written reprimand shall include the cause(s) for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, the previous disciplinary memoranda issued to the bargaining unit employee and future conduct or performance expectations with timelines for improvement. The written reprimand shall be reviewed with the bargaining unit employee in a meeting and emailed to the bargaining unit employee and CSEA President or designee. The written

reprimand shall be placed in the bargaining unit employee's personnel file in accordance with Section 1. D.

4. Procedures for Verbal Warning, Written Warning and Written Reprimand

- a. A supervisor shall not verbally warn, issue a written warning or written reprimand to a bargaining unit employee until they have contacted Human Resources to discuss the potential cause(s) for discipline.
- b. The verbal warning or written warning memorandum is a form of communication between the supervisor and the bargaining unit employee. The memorandum shall not be placed in the bargaining unit employee's personnel file, unless included in subsequent disciplinary actions.
- c. A written reprimand shall be placed into the bargaining unit employee's personnel file in accordance with Section 1., D.

C. Suspension, Involuntary Demotion, Termination, and Procedures

When suspending, involuntarily demoting or terminating a classified employee, the District shall follow the pre-disciplinary procedures contained in this Article.

1. Suspension

- a. A bargaining unit employee may be suspended without pay for a specified period of time. Upon return from a suspension, the bargaining unit employee shall meet with their supervisor.

2. Involuntary Demotion

- a. An involuntary demotion includes demoting a bargaining unit employee to a lower classification and pay range. The supervisor shall meet with the bargaining unit employee and review the job duties associated with the new classification.

3. Termination

- a. Termination is the involuntary release of a bargaining unit employee from District employment.

4. Procedures for Suspension, Involuntary Demotion, and Termination

- a. A supervisor shall not suspend, involuntarily demote, or terminate a bargaining unit employee until they have contacted Human Resources to discuss the potential cause(s) for discipline.
- b. The supervisor shall provide their bargaining unit employee with a written notice of intent of disciplinary action (suspension, involuntary demotion, or termination). The supervisor's notice of intent disciplinary action shall contain the following:
 - The disciplinary action intended (suspension, involuntary demotion, or termination);
 - The specific causes upon which the disciplinary action is based (See Section 5);
 - A factual summary of the grounds upon which the causes are based;
 - A copy of all written materials, reports, or documents upon which the discipline is based;
 - Suspension or involuntary demotion recommendation notices shall contain directives for improvement, specific timelines for improvement, and outline the consequences of failure to improve;
 - *Skelly* conference information accordance with Section 7.C.d.
 - Demand for Hearing form contained in Appendix L
- c. The supervisor's notice of intent of disciplinary action shall be emailed to the bargaining unit employee's District email address and mailed to the bargaining unit employee's address on file with Human Resources. Notice of intent of disciplinary action shall be mailed in the United States Postal Service mail, return receipt requested. The notice of intent of disciplinary action shall also be emailed to the CSEA President or designee.
- d. **Skelly Conference**
 1. A supervisor's notice of intent of disciplinary action that includes a greater than five (5) day suspension, involuntary demotion, or a termination shall include a *Skelly* conference due process right. The *Skelly* conference shall provide the bargaining unit employee with a with an opportunity to present information relevant to the cause(s) set forth in their supervisor's recommendation notice. The supervisor's

recommendation notice shall contain the Skelly Officer's name and the date and time of the Skelly conference.

2. The bargaining unit employee may bring a CSEA representative or a legal representative to the *Skelly* conference.
3. Skelly Officer Responsibilities

After the *Skelly* conference, the *Skelly* Officer may affirm the recommended disciplinary action or recommend modification to the recommended disciplinary action. The *Skelly* Officer shall email a written statement to the bargaining unit employee and the CSEA president and CSEA representative attending the *Skelly* conference detailing their *Skelly* decision, including affirmation of the recommended disciplinary action or recommended modifications to the disciplinary action, as appropriate.

4. Failure to appear at or obtain a postponement of a *Skelly* conference shall be deemed the bargaining unit employee's waiver of a *Skelly* conference.
5. While a suspension of five (5) days or less does not require the District to offer a *Skelly* conference, the supervisor shall nonetheless meet with the bargaining unit employee and CSEA to explain the reason for the suspension.

e. Final Notice of Disciplinary Action

1. The Superintendent/President or their designee shall issue a final notice of disciplinary action. The final notice of disciplinary action shall include the following:
 - a. The disciplinary action taken (suspension, involuntary demotion, or termination);
 - b. The effective date of the disciplinary action taken;
 - c. The specific causes upon which the disciplinary action is based (See Section 5);
 - d. A factual summary of the grounds upon which the causes are based;
 - e. A copy of all written materials, reports, or documents upon which the discipline is based;
 - f. A copy of all written materials, reports, or documents upon which the discipline is based;
 - g. Suspension or involuntary demotion recommendation notices shall contain directives for improvement,

- specific timelines for improvement, and outline the consequences of failure to improve;
- h. Demand for Hearing form contained in Appendix L
- i. Notice of the employee's right to respond to the charges either orally or in writing, subject to Section 7.C. 4. d) below

2. The final notice of disciplinary action shall be emailed to the bargaining unit employee's District email address and mailed to the bargaining unit employee's address on file with the Human Resources. Recommendation notices shall be mailed in the United States Postal Service mail, return receipt requested. The final notice of disciplinary action shall also be emailed to the CSEA President or designee

D. Appeal and Demand for Hearing

1. **With the exception of termination, when disciplinary action is issued by the District, it will be put into effect immediately following the Board of Trustees' (BOT) decision, regardless of whether an appeal is filed.**

A bargaining unit employee shall have ~~up to five (5)~~ **ten (10)** days from the date of email issuance of the final notice of disciplinary action to file a demand for hearing with the Vice President, Human Resources. **In the event a disciplinary action appeal is filed, the Demand for Hearing form or written request for a hearing may be emailed or hand delivered to filed with the Vice President, Human Resources. The Vice President or their designee shall acknowledge receipt of the form in writing by the next business day after which it was received, confirming the actual date of receipt. on the same day it is received. during the department's regular work days and hours of operation.**

- a. If a bargaining unit employee does not file a Demand for Hearing or written request for a hearing within ~~five ten~~ days from the date of email issuance of the final notice of disciplinary **action**, the bargaining unit employee shall have waived their right to appeal the disciplinary action **and the disciplinary action shall be considered final and not appealable. The Board of Trustees (BOT) shall move to consider the recommended disciplinary action, and if found appropriate, order immediate implementation of the recommended disciplinary action.**

2. Disciplinary Action Appeal Hearing

- a. A bargaining unit employee appealing a disciplinary action is entitled to a single representative during the requested hearing. An employee may request CSEA representation for this purpose. When such a request is made, CSEA shall have the sole discretion in determining whether it will represent an employee in a disciplinary action appeal hearing. The employee may alternatively select legal counsel. If the employee does not utilize either type of representative, they shall be permitted to present their appeal directly, representing themselves in the proceeding. The employee, or the employee and their chosen representative shall be considered a "Party" in the hearing, with the District representing the other "Party" in the hearing. ~~In determining whether or not representation is provided for an employee appealing their disciplinary case.~~
- b. The BOT shall determine whether a disciplinary action appeal hearing (hereinafter "hearing") shall be conducted before by the BOT, or before a hearing officer acting on behalf of the BOT. If the BOT elects to have a hearing officer conduct the hearing on its behalf, the decision of the hearing officer as to the employee's appeal shall be binding on the District. arbitrator.

The following procedures shall apply:

If the BOT elects to conduct the hearing, the hearing shall be scheduled as an agenda item during a regularly scheduled BOT meeting. In this circumstance, the hearing shall automatically be scheduled for the next regularly scheduled BOT meeting following the District's receipt of a valid demand for hearing, absent written mutual agreement otherwise between the Parties.

If the BOT elects to utilize a hearing officer, ~~within~~ ~~if CSEA has determined representation shall be provided to the employee, thirty (30) days from receipt of the bargaining unit employee's demand for hearing or written request for hearing,~~ the Parties District and CSEA shall seek a list of 5 arbitrators provided by PERB State Mediation and Conciliation Services for consideration to serve as a hearing officer within thirty (30)

days of receipt of the bargaining unit employee's demand for hearing. CSEA's determination to represent the employee. CSEA and the District The Parties shall alternately strike through the list of arbitrators, with the first strike being determined by lot. After each Party uses two strikes, the remaining name on the list shall be the hearing officer, and select one arbitrator to serve as the hearing officer. The hearing dates shall be calendared by mutual agreement between the Parties, subject to the hearing officer's availability, District and CSEA and the bargaining unit employee shall be given written notice of the hearing date(s). If a bargaining unit employee is not represented by CSEA in the disciplinary appeal, the same procedures shall apply for selecting the hearing officer and the hearing dates.


- cb.** The following provisions shall apply to the conduct of during the hearing:
- The bargaining unit employee shall attend the hearing at the time,
 - The bargaining unit employee may be represented by CSEA or legal representative of their choice at the hearing,
 - The District shall have the burden of proof by preponderance of the evidence,
 - Testimony shall be provided under oath,
 - District employees shall be compelled to attend when requested as witnesses by either the bargaining unit employee, their representative, or the District,
 - Each party may examine and cross examine witnesses,
 - Documents or other evidence may be presented at the hearing,
 - The hearing ~~may~~ **shall** be recorded by audio recording. Either party may request a court reporter to transcribe the hearing. The party requesting the court report shall ~~re~~ pay the fees associated with this request. If both parties request a court reporter, the parties shall evenly divide the cost of a court reporter.
- d.** If a hearing officer is appointed by the BOT. If a hearing officer is appointed by the BOT, the a non-binding advisory opinion opinion or recommendation shall be presented by the hearing


~~officer in writing to the BOT no later than fifteen (15) days after the hearing is completed unless otherwise agreed to by shall be presented by the hearing officer in writing to the BOT no later than fifteen (15) days after the hearing is completed unless otherwise mutually agreed to by the Parties CSEA and the District.~~


d. The written outcome of the appeal, whether issued directly by the BOT or determined by the hearing officer, on the BOT's behalf, shall be final and effective immediately. The District shall issue notice of the final disciplinary action within ten (10) days of receiving the BOT's decision or hearing officer's decision issued on behalf of the BOT.

Notice of the ~~BOT's decision regarding the final disciplinary~~ action shall be mailed to the bargaining unit employee's address on file with Human Resources in the United States Postal Service mail, return receipt requested. The ~~BOT's~~ decision regarding the final disciplinary action shall also be emailed to the CSEA President or designee **and CSEA's local Field Office.**

~~After receiving the hearing officer's non-binding advisory opinion or recommendation, the BOT shall affirm, reverse or modify the final disciplinary action imposed by the Superintendent/President. The decision of the BOT shall be final and conclusive on all parties, and not subject to the Article VI, Grievance Procedures. Unless the BOT's arbitrator's decision provides otherwise, its decision regarding the final disciplinary action shall be effective immediately. Notice of the BOT's decision regarding the final disciplinary action shall be mailed to the bargaining unit employee's address on file with Human Resources in the United States Postal Service mail, return receipt requested. The BOT's decision regarding the final disciplinary action shall also be emailed to the CSEA President or designee and CSEA's local Field Office.~~


Saodat Aziskhanova, Chief Negotiator
CSEA and its Chapter #76

 4/29/2024
Brittany Grice, Chief Negotiator
Glendale Community College

 4/24/2024
Matt Korn, CSEA Labor Relations Representative