

1 **ARTICLE 22: DISCIPLINE**

2 **Section 22.1** - No permanent or probationary unit member shall be disciplined without just cause. The District
3 shall have the right to warn, reprimand, discipline, or suspend with or without pay, any unit member for just
4 cause. "Just Cause" shall mean such cause as shall constitute sufficient reason to take an action to meet the
5 needs of a given situation. The action must be appropriate and reasonable provided it is taken in reference to
6 the given circumstances. The unit member must have fair notice, and action shall in no way affront due process.
7 Furthermore, a unit member shall not be suspended based solely on hearsay.

8 **Section 22.2** – In the administration of this Article, the District shall observe for similar or related offenses the
9 following progressive remediation steps:

- 10 a. A verbal reprimand. This shall include written verification that the verbal reprimand has taken place.
- 11 b. A conference with the unit member, which is memorialized in a memorandum but not placed in the
12 personnel file.
- 13 c. A written reprimand, which is placed in the personnel file. The content of oral or written
14 communications in Steps a, b, and c shall not be subject to the grievance procedure.
- 15 d. Imposition of a first suspension not to exceed five (5) consecutive workdays. Any suspension shall be
16 based upon the just cause, as defined in Section 1, and shall include, but not be limited to,
17 insubordination, failure to perform assigned or expected duties, unprofessional conduct, excessive or
18 inappropriate absenteeism or tardiness, or the causes set forth in Ed Code 44932.
- 19 e. Imposition of additional suspensions not to exceed ten (10) consecutive workdays. (Suspension
20 procedure will be same as Section 21.2 d above)
- 21 f. In the event of major or serious infractions, failure to follow safety procedures as outlined in Article 14,
22 or inappropriate behavior, defined in Board Policy 6640 and Ed Code 44932 and 44933, the District may
23 impose discipline without following the progressive steps set forth above.

24 **Section 22.3** - In the event of a suspension under the provisions of this Article, it is agreed that the following
25 provisions shall be adhered to:

- 26 a. Prior to imposing a suspension without pay, the District shall provide the unit member with written
27 notice thereof which shall include the cause or causes for disciplinary action in a specific statement of
28 charges. A conference shall be held between the unit member and his/her immediate supervisor or
29 other appropriate administrator, at which time the unit member shall have the opportunity to respond
30 to the charges and to any written materials upon which the charges are based. The unit member may
31 be represented by the Association during this conference.
- 32 b. After the conference, the immediate supervisor or other appropriate administrator shall decide whether
33 or not to impose a suspension without pay and give the unit member written notice thereof. Except in
34 cases of major or serious infractions, this suspension shall not be imposed until the time limit for appeal
35 to arbitration has expired and in the event that the appeal to arbitration is timely filed, the suspension

1 (except in cases of serious or major infractions) shall be held in abeyance until the decision of the
2 arbitrator has been rendered.

3 c. Upon being served with written notice of suspension, the unit member may request the Association to
4 ask for a hearing before an arbitrator who shall be chosen by mutual agreement of the District and the
5 Association. If mutual agreement cannot be reached within five (5) calendar days after a request for
6 hearing is received, the parties shall request a list of five (5) arbitrators from the State Conciliation
7 Service. As soon as the list of five (5) potential arbitrators is received, the parties shall strike names and
8 the remaining individual shall serve as the arbitrator.

9 d. The Association must file the request for hearing, under Section c above, with the Superintendent's
10 office no later than ten (10) calendar days (excluding winter and spring recesses) after receiving the
11 notice of suspension. Failure to file a written appeal with the ten (10) calendar day period shall be
12 deemed a waiver of any right to a hearing.

13 e. The arbitrator shall prepare written findings and a decision within twenty (20) calendar days after the
14 close of the hearing. The decision shall be binding on all parties, but the arbitrator shall have authority
15 only to affirm, modify, or revoke the suspension without pay. Any modification shall be limited to
16 decreasing the number of suspension days, and if the suspension is reduced or revoked, the unit
17 member shall be entitled to back pay for the number of suspension days rescinded.

18 **Section 22.4**

19 a. Steps a and b only of Section 21.2 shall not be carried more than twelve (12) calendar months beyond
20 the last similar infraction.

21 b. If no further infraction of a similar nature occurs within thirty-six (36) calendar months of the written
22 reprimand (Section 21.2c) the District shall begin again with Section 21.2a for any subsequent similar
23 infraction.

24 **Section 22.5** - The terms "discipline," "disciplinary action," and "suspension," for purposes of this Article, mean
25 suspensions without pay not to exceed ten (10) consecutive work days. The term "major or serious infractions"
26 means "any act or acts committed that would be grounds for dismissal under the Education Code."

27 **Section 22.6** – The costs of an arbitrator shall be borne equally by the District and the Association. Each party
28 shall bear its own costs of representation of the hearing.

29 **Section 22.7** - Nothing contained in this Article shall be construed to limit or restrict the authority of the
30 Governing Board to dismiss, suspend, or to take disciplinary action under the Education Code or other applicable
31 law. Suspensions of ten (10) consecutive work days or less shall be subject to the due process procedure set
32 forth in this Article, and the contractual grievance procedures shall not apply.

33 **Section 22.8** - If, after having been disciplined, the unit member serves the District for forty-eight (48) months
34 without the need for further disciplinary action, upon request, the District shall seal the written reprimand
35 and/or suspension notice within the personnel file.