

- B. Duly authorized representatives of the Union shall be permitted on the campus for the purpose of transacting Union business and policing this Agreement. Union representatives shall not interfere with the work duties of employees.
- C. The Union shall notify the District of the names of those employees who are designated Union Stewards. Such Union Stewards shall be limited to five (5) and shall be recognized by the District for the following purposes: the investigation and processing of grievances, and attendance at grievance meetings with management, and to participate in arbitration hearings. Union Stewards shall be granted release time with pay to participate in grievance meetings with management and to participate in arbitration hearings.
- D. The District agrees to provide reasonable periods of paid release time to designated bargaining unit members to participate in negotiations and the processing of grievances. All Union Stewards shall request approval, in advance, from their immediate supervisor when there is a need to use paid release time. District representatives shall not capriciously deny Union Stewards their rights under this Article. Paid time used for the investigation of grievances and conduct of Union business shall not exceed sixteen (16) total hours per week. Union Stewards shall not interfere with the normal work duties of employees.
- E. The Union may use school facilities, when not otherwise used for educational purposes, without charge, for SEIU Local 1021 meeting. The Union agrees to leave such facilities in the same condition as the facility was in prior to the meeting.

ARTICLE 26: DISCIPLINARY PROCEDURE

A. Definition of Probationary Period and Permanent Status

The probationary period of members of the classified service shall be six (6) months of paid service except that Police Officers will serve a twelve (12) month probationary period.

At the discretion of the Superintendent/President, a probationary period may be extended up to a year from the date of employment, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days prior to the scheduled completion date of the probationary period.

During the probationary period, any employee in the classified service shall be subject to dismissal and shall not have a right to a hearing with respect thereto.

Upon completion of the designated probationary period by a member of the classified service, such person is designated as a permanent employee who

shall be subject to disciplinary action only for cause. Supervisors are encouraged to use progressive disciplinary steps (i.e. reprimand, suspension, termination) unless the violations are extremely serious

B. Definitions

Dismissal - Removal from the employment of the District.

Suspension - Temporary removal from employment of the District for a specific period.

Involuntary Demotion and Involuntary Reassignments - Involuntary assignment to a lower classification or a different position for disciplinary reasons in non-layoff situations.

Cause - Means those grounds for discipline, or offenses, enumerated in the law (Ed. Code Section 88001 (h)) which may include:

1. Incompetency or inefficiency.
2. Absence and/or repeated tardiness without authority or sufficient reasons.
3. Insobriety or unauthorized use of narcotics or habit-forming drugs during duty hours.
4. Insubordination or insolence or disrespect toward superiors.
5. Dishonesty.
6. Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.
7. Immoral conduct.
8. Evident unfitness for service.
9. Physical or mental condition unfitting him/her for service.
10. Violation of or refusal to obey the education laws of the State or the regulations of the District.
11. Discourteous treatment of the public, pupils or other employees while on duty.
12. Conduct in violation of Section 1028 of the Government Code (advocating the overthrow of the Government of the United States or of any state by force or violence).
13. Any conduct inimical to the welfare of the District or the students.
14. For employees who drive a vehicle in the regular course of their employment:
 - a) Failure to maintain a good personal or business driving record;
 - b) Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
15. Neglect of duty.
16. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
17. Willful damage to public property or waste of public supplies or equipment.

18. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's position description or otherwise necessary for the employee to perform the duties of the position.

Violation of a collective bargaining agreement

C. Procedures:

1. Preliminary Notice of Intention:

A permanent classified employee shall receive a preliminary written notice of any proposed disciplinary action. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.

The classified employee shall have the right to respond either orally or in writing within five (5) days to the Superintendent/President or his/her designee. The Superintendent/President or designee shall consider the employee's response and recommend within five (5) working days that the proposed disciplinary action either be taken or not taken.

2. Administrative Disciplinary Notice:

Any permanent classified employee against whom a disciplinary action is initiated by the District shall be given written notice of the specific charges. The notice shall contain a statement of the rights to a hearing on such charges. Such hearing may only be requested within ten (10) working days after the mailing of the Administrative Notice to the employee. The request for hearing shall be written and filed with the Superintendent/President and 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.

Conduct of the Hearing:

Hearing Officer - The Governing Board shall determine whether any hearing will be conducted before the entire Governing Board or one or more named members of the Governing Board or a Hearing Officer. The Hearing Officer shall be selected by mutual agreement or if the parties cannot agree, the Hearing Officer will be selected by each party alternately striking one name from a list of ten (10) names provided by the California State Conciliatory Service until one name remains. The hearing shall be in executive session (closed) unless the employee requests in writing that the hearing be held in open (public) session.

- b) Notice of Hearing - The Governing Board or the Hearing Officer shall set the matter for hearing and shall give the employee at least five (5) working days notice in writing of the date and place of such hearing.
- c) Release Time - If the hearing is held during the work hours of employee(s) or witness(es), such employee(s) shall be released without any loss of pay or benefits, to appear at the hearing.
- d) Rights of Employee - The employee shall attend any hearing, unless excused by the Governing Board or the Hearing Officer and shall be entitled to:
 - 1) The employee may, upon request, have copies of the materials upon which the charges are based;
 - 2) be represented by counsel or any other person at such hearing;
 - 3) testify under oath;
 - 4) compel the attendance of other employees of the District to testify in his/her behalf;
 - 5) 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;
 - 6) impeach any witness;
 - 7) present such affidavits, exhibits and other evidence as the Hearing Officer deems pertinent to the inquiry;
 - 8) argue his/her case.

(The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.)

- e) 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.
- f) Exclusion of Witnesses - The Hearing Officer may in his/her discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

- g) Burden of Proof - The burden of proof to sustain a disciplinary action shall remain with the Governing Board.
- h) Findings and Decision - Upon completion of the hearing, Findings of Fact and Conclusions of Law and Recommendations shall be signed and filed by the Governing Board, which shall constitute its decision. If the hearing is not before a quorum of the Governing Board, written findings and conclusions shall be submitted by the Hearing Officer to the Governing Board for its approval. If the Governing Board accepts such findings and conclusions, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must read the record or hold a new hearing, after which it may adopt the findings and conclusions made by the Hearing Officer, or make its own findings and conclusions.
Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee and his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive, subject only to judicial review.
- i) Report of Hearings - The hearing shall be recorded by the District. At least two (2) work days prior to the hearing, the employee may inquire how the hearing will be recorded. If a court reporter is not to be used and the employee requests that such reporter be used, the cost shall be borne by the employee unless the District desires a copy of the transcript and then the cost of the reporter and of the transcript shall be borne equally between the District and the employee.
- j) Transcripts of Hearings - Transcripts of hearings shall be furnished to any person 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, Administrative Services. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.
- k) Continuances - The Hearing Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the employee shall be deemed to have waived salary for the period of continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

ARTICLE 27: COMPLETION OF AGREEMENT

This document comprises the entire Agreement between the District and the Union on the matters within the lawful scope of negotiations. The District shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time