

AGREEMENT

BETWEEN

EL CAMINO COMMUNITY COLLEGE DISTRICT

EL CAMINO CLASSIFIED EMPLOYEES

LOCAL 6142, CFT, AFT, AFL~CIO

EFFECTIVE

JANUARY 1, 2017

THROUGH

DECEMBER 31, 2019

ARTICLE 23

Disciplinary Action

Section 1. General.

Permanent employees shall be subject to progressive discipline or disciplinary action for just cause. Just cause for disciplinary action includes the following:

(a) Willfully deceiving or defrauding the District or knowingly falsifying or withholding any material or information supplied to the District, including, but not limited to, information required on application forms, employment, and time keeping records.

(b) Appearing for work under the effects of alcohol or the use or possession of alcoholic beverages on District property, except at events where alcoholic beverages are provided by the District/ECC Foundation. "On District property" shall also include District vehicles or facilities used to conduct District business.

(c) Appearing for work under the effects of controlled substances or restricted dangerous drugs or the use or possession of controlled substances or restricted dangerous drugs on District property. This prohibition shall not apply to a prescription issued by a state licensed physician and which the employee is using according to the prescription directions.

(d) Conviction of a sex offense as defined in Education Code Section 87010.

(e) Conviction of a controlled substance offense as defined in Education Code Section 80711.

(f) Willful misuse, destruction or theft of District property, student body property or the property of an employee or student.

(g) Repeated violation or refusal to obey safety rules or regulations of the District or of any appropriate state or governmental agency.

(h) Collecting sick leave or industrial accident/illness leave pay while working elsewhere for pay during his/her normal scheduled work assignment with the District.

(i) Conviction by a court of competent jurisdiction of a felony or a crime of violence or involving moral turpitude while employed by the District. A plea, verdict or finding of guilty or a conviction following a plea of nolo contendere, is deemed to be a conviction.

(j) Absence from work of 5 consecutive working days without authorization, permission or good cause.

(k) Ethnic, racial, religious or sexual harassment of another person.

(l) When a criminal complaint or indictment charges an employee with a sex or narcotics offense as defined in the Education Code, in such event the District will suspend the employee without pay pending the outcome of the criminal court proceedings.

(m) Engaging in a work stoppage as provided in Article 27.

(n) Incompetence or inefficiency in the performance of the employee's job duties.

(o) Insubordination, including, but not limited to, refusal to do assigned work.

(p) Negligence in the performance of duty, or in the care or use of District property.

(q) Repeated discourteous, offensive, or abusive conduct or language toward other employees, students or the public.

(r) Unauthorized absence; excessive absences; or repeated tardiness.

(s) Abuse of leave privileges, including, but not limited to, sick leave.

(t) Failing to comply with reasonable District rules and regulations or provisions of the Agreement.

(u) Failure to follow applicable safety requirements.

Section 2. Progressive Discipline.

Progressive discipline is intended to correct deficient performance of the employee short of dismissal, suspension with or without pay, demotion or written reprimand. It is also intended to help employees recognize and fully accept their work responsibilities and for their supervisor to have a realistic expectation of the employees' future work performance.

Section 3. Progressive Discipline Procedures.

The following procedures will be utilized to provide progressive discipline for permanent employees prior to taking disciplinary action for the causes specified in Section 1(n) through (u) of this Article.

Step One – First Meeting and Verbal Counseling

Within two months of the immediate supervisor's knowledge of an act or omission that may give rise to discipline (excluding the acts or omissions specified in Section 4 of this Article) 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's 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. When verbal counseling is provided, then the supervisor will also provide the employee with written confirmation that - Step One verbal counseling was provided to the employee. The written confirmation will be provided to the employee within 5 work days and will state the date of the meeting, who was present, the action or omission giving rise to the reason for the verbal counseling, and suggestions for improvement. No further disciplinary action shall be taken at this time. The employee will

acknowledge receipt by initialing or signing a copy of the confirmation within 5 work days. Nothing in Step One prohibits supervisors from giving directions to employees with respect to their work performance and nothing in Step One prohibits the supervisor from referring to these previous directions at Step One.

Step Two – Second Meeting and Letter of Reprimand

Any time within six (6) months of holding the Step One Verbal Counseling Meeting the same or similar act(s) or omission(s) is/are committed, that may give rise to further discipline (excluding the acts or omissions specified in Section 4 of this Article) the supervisor, and/or a representative from Human Resources and a Union Representative if requested by the employee, shall conduct another meeting with the employee. If the District's representative determines that further progressive discipline is necessary, then the employee shall receive verbal counseling and a written letter of reprimand that will be placed in the employee's personnel file, advising the employee of the reasons for the reprimand and providing suggestions for improvement. The employee may respond to the letter of reprimand by having the employee's response placed in his/her personnel file within ten work days of receipt of the letter of reprimand. Should the same or similar act(s) or omission(s) re-occur, the District may take further disciplinary action following the opportunity for a meeting with the employee and his/her representative.

Satisfactory completion of these suggestions for improvement within two years will result in the written letter of reprimand being removed from the employee's personnel file and discarded.

Step Three – Third Meeting and Further Discipline

Any time within twenty-four (24) months of holding the FIRST MEETING AND VERBAL COUNSELING the same or similar act(s) or omission(s) is/are committed, that may give rise to further discipline (excluding the acts or omissions specified in Section 4 of this Article)

the supervisor, and/or a representative from Human Resources and a Union Representative if requested by the employee shall conduct an additional meeting with the employee.

The District may take further disciplinary action under Section 5 of this Article, or may instead issue a follow-up letter of reprimand to the employee that will be placed in the employee's personnel file. The employee may respond to the letter of reprimand by having the employee's response placed in his/her personnel file within ten work days of receipt of the letter of reprimand. Should the same or similar act(s) or omission(s) re-occur, the District may take further disciplinary action following the opportunity for a meeting with the employee and his/her representative.

Section 4. Non-Progressive Disciplinary Action.

It is recognized that certain acts or omissions are not compatible with the progressive discipline concept. The parties agree that the following specified acts/omissions do not require progressive discipline prior to proposing disciplinary action:

(a) Willfully deceiving or defrauding the District or knowingly falsifying or withholding any material or information supplied to the District, including, but not limited to, information required on application forms and employment records.

(b) Appearing for work under the effects of alcohol or the use or possession of alcoholic beverages on District property, except at events where alcoholic beverages are provided by the District/ECC Foundation. "On District property" shall also include District vehicles or facilities used to conduct District business.

(c) Appearing for work under the effects of controlled substances or restricted dangerous drugs or the use or possession of controlled substances or restricted dangerous drugs on District property. This prohibition shall not apply to a prescription issued by a state licensed physician and which the employee is using according to the prescription directions.

- (d) Conviction of a sex offense as defined in Education Code Section 87010.
- (e) Conviction of a controlled substance offense as defined in Education Code Section 87011.
- (f) Willful misuse, destruction or theft of District property, student body property or the property of an employee or student.
- (g) Any intentional act that causes intentional harm or serious bodily injury to District employees, students or the general public.
- (h) Collecting sick leave or industrial accident/illness leave pay while working elsewhere for pay during his/her normal scheduled work assignment with the District.
- (i) Conviction by a court of competent jurisdiction of a felony or a crime of violence or involving moral turpitude while employed the District. A plea, verdict or finding of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction.
- (j) Absence from work of 5 consecutive working days without authorization, permission or good cause.
- (k) Ethnic, racial, religious or sexual harassment of another person.
- (l) When a criminal complaint or indictment charges an employee with a sex or narcotics offense as defined in the Education Code, in such event the District will suspend the employee without pay pending the outcome of the criminal court proceedings.
- (m) Engaging in a work stoppage as provided in Article 27.

Section 5. Disciplinary Action.

(a) Disciplinary action may include dismissal, suspension with or without pay, involuntary transfer or demotion. No disciplinary action shall be taken against any permanent employee for any cause which arose prior to the date in which the employee became permanent,

nor for any cause which arose more than 2 years preceding a written notice of disciplinary action, unless such cause was concealed or not known to the District.

(b) Notice of Intended Disciplinary Action

In instances pertaining to involuntary transfer, suspension with or without pay, demotion or dismissal, a permanent employee shall be given written notice of the intended disciplinary action in person or by certified mail to his/her last known recorded address on file in the Human Resources Office. The notice shall specify the charges against the employee in sufficient specificity as to the cause for such intended action:

- (1) including actual or approximate date, time and location, if pertinent;
- (2) the disciplinary action to be proposed; and
- (3) a statement of the employee's right to file a grievance and the required time and place of filing.

Section 6. Disciplinary Grievance.

(a) A permanent employee who desires to appeal a proposed involuntary transfer, suspension with or without pay, demotion or dismissal must file a written request for a hearing with the Human Resources Office by the close of business on the tenth work day following the date of mailing or hand delivery of the notice. Such written request for hearing constitutes the filing of a grievance as provided in Article 25, Section 6, Step Two. If the employee does not have sufficient time to file the request by making it in writing, he/she may notify the Human Resources Offices of his/her request for hearing by telephone, provided he/she promptly follows up the telephone call with the written request for hearing. If the employee does not file a grievance within the designated time period, the intended disciplinary action will be final and binding upon the employee. No disciplinary action shall be implemented prior to the ruling of the Vice President

responsible for Human Resources functions, or designee, at Step Two of the Grievance Procedure as provided by Article 26, Section 5, except as provided in Section 4(l) and Section 7 of this Article.

(b) Only the procedures set forth in this Article shall be subject to the grievance article of this Agreement. The subjective judgment to impose discipline and the Board of Trustee's decision responsive to an employee's appeal shall not be subject to the grievance procedure of this Agreement.

Section 7. Emergency Disciplinary Action.

Nothing herein shall preclude the District from effectuating an immediate suspension without pay pending final disciplinary action when reasonable cause exists to believe the suspension is to protect the best interests of the District, in which event the notice of intended disciplinary action required by Section 5(a) of this Article will be mailed or hand delivered no later than three work days after the suspension. Such suspension shall be with pay if the disciplinary action is subsequently overruled.

Section 8. Probationary Employees.

An employee who has not completed the probationary period may be disciplined, including termination, and such employee is not entitled to file a grievance and is not otherwise entitled to a hearing. The probationary employee shall be given a written notice of disciplinary action. The notice shall state the reason or reasons giving rise to the action and the effective date thereof. Such action shall be final subject to such approval or ratification as may be required by the Board of Trustees.

Section 9. 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.