

Collective Bargaining Agreement between  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
and  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**CHAPTER #535**



AFL-CIO

July 1, 2021 to June 30, 2024

## **Article XXX - DISCIPLINARY ACTION AND DUE PROCESS**

### **A. Disciplinary Action (Ed. Code 88001(e), 88013)**

“Disciplinary action” includes any action whereby a unit member is deprived of any classification or any incident of any classification in which they have permanence, including dismissal, suspension, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

No disciplinary action shall be taken for any cause that arose prior to the unit member becoming permanent, or for any cause that arose more than two years preceding the date of the filing of the notice of cause, unless the cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing district.

### **B. Causes for Disciplinary Action**

The continued employment of permanent unit members is contingent upon proper performance of assigned duties and personal fitness. A permanent unit member may be demoted, suspended, or dismissed for cause, which shall include, but not be limited to, the following:

1. Unsatisfactory fulfillment of job responsibilities, such as:
  - a. Incompetence or inefficiency.
  - b. Insubordination (including, but not limited to, refusal to do assigned work).
  - c. Willful or persistent violation of the Education Code or policies of the Board of Trustees.
2. Unsatisfactory attendance, such as:
  - a. Abuse of leave privileges.
  - b. Absence or repeated tardiness without authority.
  - c. Abandonment of position.
3. Unsatisfactory personal habits, such as:
  - a. Consuming alcoholic beverages or illegal drugs, including medical marijuana, while on duty.
  - b. Reporting to work under the influence of alcohol or illegal drugs, including medical marijuana.
  - c. Immoral conduct while on duty.
  - d. Conviction of a felony or any crime involving moral turpitude.
  - e. Dishonesty or theft while on duty.
  - f. Discourteous, offensive or abusive conduct or language toward other employees, students or the public while on duty.
  - g. Any conduct inimical to the welfare of the District, the students or the employees thereof.
  - h. Falsification or violation of the Oath of Allegiance or any other District document.
  - i. Engaging in political activity during assigned hours of employment.

- j. Taking for personal use from any person in connection with work, any fee, gift or other valuable thing when such fee, gift or valuable thing was given in hope or expectation of receiving a favor or better treatment than that accorded other persons.
- k. Inducing or attempting to induce any person, firm or corporation doing business with the District to give employment to any person.
- l. Inducing or attempting to induce a unit member of the District to commit to an unlawful act or to act in violation and reasonable departmental or official regulation or order.

C. Progressive Discipline

Progressive discipline is the corrective process of applying penalties short of termination, or long-term demotion or suspension and shall be applied where conduct is of a less serious nature. Progressive discipline is intended to provide unit members the opportunity to improve job performance and comply with policies and procedures. The nature of such discipline should be appropriate to the conduct and when addressing less serious offenses, may begin with the least serious progressive disciplinary action. Acceptance of the principle of progressive discipline does not limit the District's authority to take appropriate action including termination, demotion or suspension for serious offenses which cannot and will not be condoned.

The progressive disciplinary steps may be initiated when performance and/or personal habits are deemed unsatisfactory. The progressive disciplinary steps are defined as: (1) verbal warnings; (2) written warnings; (3) suspension without pay; (4) demotion; (5) termination.

- 1. **Verbal Warning.** The unit member's immediate supervisor shall verbally notify the unit member of the deficiencies in their job performance that have been observed. The supervisor shall identify improvements needed and how the unit member may improve their performance. The unit member's performance may be reviewed after the verbal warning to document the unit member's progress. Any documentation of the verbal warning shall be provided to the unit member and shall not be placed in the unit member's personnel file, but may be used as supporting documentation in later steps.
- 2. **Written Warning.** The supervisor shall prepare a written warning letter for the unit member. The letter shall consist of the unit member's specific deficient performance and direction for improvements. The unit member's performance may be reviewed after the written warning to document the unit member's progress. Documentation of the written warning may be placed in the unit member's personnel file.
- 3. **Suspension without Pay.** A recommendation shall be made to the Vice Chancellor of Human Resources and Employee Relations or designee that the unit member's deficient performance may warrant suspension without pay for a period not to exceed 160 work hours in a single disciplinary action. Copies of the Statement of Charges and

Notice of Disciplinary Action shall be provided to the unit member and may be placed in the unit member's personnel file. A notice of the suspension shall be prepared subject to the disciplinary procedures within this agreement.

4. Demotion. A recommendation shall be made to the Vice Chancellor of Human Resources and Employee Relations or designee that the unit member's deficient performance may warrant demotion to a lower classification. Copies of the Statement of Charges and Notice of Disciplinary Action shall be sent to the unit member and may be placed in the unit member's personnel file. A notice of the demotion shall prepared subject to the disciplinary procedures within this agreement.
5. Termination. A recommendation shall be made to the Vice Chancellor of Human Resources and Employee Relations or designee that the unit member's deficient performance may warrant termination. Copies of the Statement of Charges and Notice of Disciplinary Action recommendation shall be provided to the unit member and may be placed in the unit member's personnel file.

The Vice Chancellor of Human Resources and Employee Relations or designee may recommend disciplinary action, other than termination, be taken against the unit member. This discipline may include: demotion, suspension, reduction in hours, transfer or reassignment without the unit member's voluntary consent, or written reprimand. Copies of the recommendation shall be sent to the unit member. A notice of the recommendation for further action shall be prepared subject to the disciplinary procedures within this agreement and may be placed in the unit member's personnel file.

#### D. Notification Requirements

Any unit member against whom disciplinary action is initiated to deprive of a property interest shall be given written notice by the President, Chancellor or their authorized representative. The written notice shall include:

1. Notification of the specific charge or charges against the unit member.
2. Statement of the unit member's right to a Skelly hearing on such charge or charges and the time within which such hearing may be requested, which shall be not less than five (5) working days after service of the notice to the unit member.

#### Skelly Hearing

1. The unit member shall be informed that they have the right to respond in writing to any disciplinary documents placed in their personnel file. In addition, the unit member will be accorded their Skelly right to respond, either orally or in writing or both, either in person or through a representative, within ten (10) calendar days from the notice and to a level of management who can effectively recommend that the proposed disciplinary action (suspension without pay, demotion or termination) be taken, reduced,

or not taken. Prior to making a determination, the Skelly hearing officer will consider the argument, documents and other evidence presented.

2. Following the “Skelly” conference, the unit member will receive a written Notice of Determination of Discipline, setting forth the allegation(s), the determination as to the proposed charges and the level of disciplinary action to be imposed, and appeal rights. The unit member will be notified even if no disciplinary action is to be taken.
3. The Notice of Determination of Discipline shall notify the unit member of their right to an evidentiary hearing. The unit member or their representative may submit a request to the Vice Chancellor of Human Resources and Employee Relations within ten (10) working days after service of the Notice of Determination of Discipline. A form shall be provided to the unit member with the statement of charges, the signing of which shall constitute a demand for a hearing. Failure of the unit member to file a Demand for Hearing form by the date and time specified in the notice shall constitute waiver of the unit member’s right to a hearing. The hearing shall be closed unless the unit member submits a written request for an open hearing.

#### Hearing Procedure

Unit members facing disciplinary action shall be entitled to a hearing. All such hearings shall be conducted by the Board of Trustees (“Board”), a subcommittee of the Board or a hearing officer appointed by the Board. The hearing shall be conducted in accordance with all applicable sections of the Education Code. The Board subcommittee or hearing officer’s findings and/or recommendation will be provided to the Board, who will make the final decision. The unit member will be provided with a written copy of the decision.

#### E. Rights of Unit Member During Formal Hearing

The unit member shall attend the hearing, and shall be entitled to:

1. Have representation at such hearing.
2. Compel the attendance of any reasonable number of other unit members of the District to testify in the unit member’s behalf.
3. Cross-examine all witnesses appearing against the unit member.
4. Present such exhibits and/or other evidence pertinent to the case.
5. Argue the case on the unit member’s own behalf.
6. The party attempting to substantiate charges against the unit member shall be entitled to the same rights.

#### F. District’s decision to discipline is not grievable.

## **Article XXXI – LAYOFF AND REEMPLOYMENT**

- A. Unit members shall be subject to layoff for lack of work or lack of funds. The order of layoff within the classification shall be determined by length of service. The unit member who has been employed the shortest time in the class, plus higher classes shall be laid off first. See Bumping Rights and Procedures. (E.C. Sections 88117, 88127.)
- B. Definitions
  - 1. Seniority  
Seniority shall be based on length of service.
  - 2. Length of Service  
Length of service means hire date of the unit member in the impacted classification (not temporary or substitute positions). In the event unit members affected by layoff have the same classification hire date, the unit member with the longest total service with the District shall be considered the most senior. If a tie remains, it shall be broken by the casting of lots.
  - 3. Classification  
Classification defines groups of positions with a designated title and a specific statement of the duties required to be performed by the unit members in each such classification.
  - 4. Higher Class  
Higher class is a classification that provides a higher salary grade.
- C. Layoff Procedures
  - 1. Prior to layoff, a seniority list shall be prepared by Human Resources and Employee Relations for the unit members to review.
  - 2. When unit members are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The unit member who has been employed the shortest time in class plus higher classes shall be considered to have the least seniority and, therefore, shall be laid off first.
  - 3. The names of permanent and probationary unit members thus laid off shall be placed upon the reemployment list for the classification from which they were laid off. Names on the reemployment list shall be in the order of seniority.
  - 4. No regular unit member shall be laid off from any position while there is a substitute or temporary employee serving in a position in the same classification, unless the regular unit member declines assignment to the temporary position. (No short-term or substitute employees shall be employed to perform work of laid off unit members.)

5. A substitute or temporary employee shall be released without regard to the procedures set forth in these rules, and without reemployment rights.
6. A unit member must be notified in writing by Human Resources and Employee Relations of that unit member's impending layoff at least sixty (60) days before the effective date of layoff. When classified positions must be eliminated at the end of any school year due to the expiration of a specially funded program, and unit members will be subject to layoff for lack of funds, the unit members to be laid off shall be given written notice on or before April 29, informing them of their layoff, displacement rights, if any, and reemployment rights.

#### D. Bumping Rights and Procedures

1. A permanent unit member who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump a unit member in an equal or lower classification, with less seniority, that the impacted unit member has previously held.
2. A permanent unit member who is subject to layoff for lack of work or lack of funds despite the exercising of bumping rights in order to avoid layoff, may accept a voluntary demotion to a vacant position in a lower classification or transfer to an equal classification, provided the unit member is qualified to perform the duties thereof and provided, further, that the Board of Trustees approves the voluntary demotion. A unit member who has been demoted in lieu of layoff shall be placed on that salary range of the lower classification that is closest to the unit member's present salary in the classification from which the unit member was demoted.
3. The number of assigned months of work per year shall have no bearing or effect upon bumping rights. For example, a twelve-month unit member may displace a ten-month unit member and vice versa.
4. A probationary unit member has bumping rights in an equal or lower classification in which permanency has been established.

#### E. Reemployment Rights (E.C. Section 88117)

1. The names of all regular unit members who are laid off shall be placed on reemployment lists by laid off classification and in order of seniority.
2. Reemployment shall be in order of seniority, with the most senior reemployed first.
3. No new unit members shall be hired in a classification if eligible classification members remain on reemployment lists. Regular unit members who are laid off in accordance with these rules shall be eligible for reemployment for a period of thirty-nine months from the

date of layoff and shall have the right to apply for promotional opportunities, and shall be reemployed in preference to any other applicant. (E.C. Section 88117.)

4. A unit member who has accepted demotion or reduction in assigned time in lieu of layoff for lack of work or lack of funds shall be reemployed in accordance with the unit member's seniority in the former classification. (E.C. Section 88117.) Intervening reassignment to other classifications shall not abrogate that right.
5. A unit member reemployed from a layoff list shall be fully restored to their position with all rights to permanent status restored.
6. Acceptance of Substitute or Short-Term Employment:
  - a. The District shall attempt to provide substitute or short-term employment to those on a reemployment list in accordance with their seniority.
  - b. A unit member who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list, may be employed as a substitute or short-term employee in any classification for which the unit member qualified, and such employment shall in no manner jeopardize or otherwise affect the unit member's status or eligibility for reemployment.
  - c. Refusal of an offer of temporary or substitute employment shall not affect the standing of any unit member on a layoff list.

F. Negotiations

In the event of layoff, CSEA and the District will negotiate with regard to possible effects thereof including, but not limited to, severance pay and retraining of affected unit members.

G. Appeal Procedure

This Article is not subject to the grievance procedure contained in this Agreement. Individual or group appeals regarding this Article shall be addressed in the following manner:

1. The appeal shall first be presented to the management employee having direct responsibility over the work of the unit member(s) involved. The appeal must be presented to the management employee within ten (10) calendar days after the date of the act or omission giving rise to the appeal or within ten (10) calendar days after which the unit member should have known of the act or omission giving rise to the appeal.
2. If a satisfactory resolution cannot be achieved, or if the problem would be exacerbated by such a meeting, an appointment should be requested with the next person in the line of responsibility within the same time frame.
3. If the problem remains unresolved, the unit member has ten (10) calendar days after presentation of the appeal in step (a) or (b) to request a meeting



with the Vice Chancellor, Human Resources and Employee Relations, who will, if necessary, convene a panel to attempt to bring about a resolution of the problem.

4. If the problem is not resolved at level (c), it can be appealed to the President, for College unit members, or the Chancellor, for District unit members, and ultimately appealed to the Board of Trustees. Any appeals must be filed within ten (10) calendar days of the date of the decision in the prior step, unless the parties agree in writing to an extension of time.

RCCD

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

MORENO  
VALLEY  
COLLEGE

NORCO  
COLLEGE

 RCC  
RIVERSIDE CITY COLLEGE