

This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term.

1. Exclusive Procedure:

- 1.2 Discipline shall be imposed upon bargaining unit employees only pursuant to this Article and any Board Policy that may apply by authority of the California Education Code.

2. Disciplinary Procedure:

- 2.1 Discipline shall be imposed on permanent employees of the bargaining unit only for just cause as described in Board Policy and Administrative Regulation. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence and includes, but is not limited to, dismissal, demotion, suspension, reduction in hours or class, or transfer or reassignment without the employee's voluntary written consent.

- 2.2 Except in those situations where an emergency suspension is justified under the provisions of this Agreement, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the Supervisor.

Such warning shall state the reasons underlying any intention the Supervisor may have for recommending any disciplinary action.

2.3 Discipline less than discharge will be undertaken for corrective purposes only.

2.4 When the District seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing. The notice shall indicate (1) the specific charges against the employee which shall include times, dates and location of chargeable actions or omissions, and (2) the penalty proposed.

2.5 An employee may be relieved of duties without loss of pay at the option of the District.

3. Emergency Suspension:

3.1 CSEA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety or health of students or fellow employees, the District may immediately suspend with pay the employee for ten (10) days. No suspension without pay shall take effect until three (3) working days after service of a notice of suspension.

3.2 During the ten (10) days, the District shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the factual contents.

3.3 Employees have the right to appeal to the Board of Trustees as per Administrative Regulation 4217 (5).