

# REDLINE VERSION



## AGREEMENT

BETWEEN



AND

COAST FEDERATION OF CLASSIFIED EMPLOYEES  
LOCAL 4794



“Working Together To Make Things Better”

Table of Contents

<i>Article</i>		<i>Page</i>
	<b>PREAMBLE</b>	<b>1</b>
<b>1</b>	<b>RECOGNITION</b>	<b>1</b>
<b>2</b>	<b>FEDERATION RIGHTS</b>	<b>1</b>
<b>3</b>	<b>MANAGEMENT RIGHTS &amp; RESPONSIBILITIES</b>	<b>6</b>
<b>4</b>	<b>SAFETY</b>	<b>7</b>
<b>5</b>	<b>NEPOTISM</b>	<b>10</b>
<b>6</b>	<b>GRIEVANCE PROCEDURE</b>	<b>10</b>
<b>7</b>	<b>EMPLOYEE STATUS</b>	<b>14</b>
<b>8</b>	<b>UNIFORMS</b>	<b>16</b>
<b>9</b>	<b>EMPLOYEE PERSONNEL FILES</b>	<b>17</b>
<b>10</b>	<b>PERFORMANCE EVALUATION</b>	<b>19</b>
<b>11</b>	<b>VACANCIES, TRANSFERS AND PROMOTIONS</b>	<b>22</b>
<b>12</b>	<b>RECLASSIFICATION</b>	<b>27</b>
<b>13</b>	<b>LAYOFF PROCEDURES &amp; REEMPLOYMENT RIGHTS</b>	<b>32</b>
<b>14</b>	<b>HOURS AND OVERTIME</b>	<b>40</b>
<b>15</b>	<b>VACATION</b>	<b>47</b>
<b>16</b>	<b>HOLIDAYS</b>	<b>49</b>
<b>17</b>	<b>LEAVES OF ABSENCE</b>	<b>50</b>
<b>18</b>	<b>PROFESSIONAL GROWTH</b>	<b>60</b>
<b>19</b>	<b>SALARIES</b>	<b>66</b>
<b>20</b>	<b>EMPLOYEE AND DEPENDENT BENEFITS COVERAGE</b>	<b>69</b>
<b>21</b>	<b>RETIREMENT</b>	<b>73</b>
<b>22</b>	<b>DISCIPLINARY PROCEDURE</b>	<b>76</b>

<b>23</b>	<b>CONCERTED ACTIVITIES</b>	<b>80</b>
<b>24</b>	<b>JOB TRAINING</b>	<b>81</b>
<b>25</b>	<b>BULLYING AND MOBBING</b>	<b>81</b>
<b>26</b>	<b>NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, HARASSMENT, AND ADA</b>	<b>82</b>
<b>27</b>	<b>AGREEMENT CONDITIONS AND DURATION</b>	<b>83</b>
<b>APPENDIX A</b>	<b>GRIEVANCE FORM</b>	<b>84</b>
<b>APPENDIX B</b>	<b>GUIDELINES FOR FLEXIBLE SCHEDULING</b>	<b>88</b>
<b>APPENDIX C</b>	<b>PERFORMANCE EVALUATION FORM</b>	<b>91</b>
<b>APPENDIX D</b>	<b>CATASTROPHIC LEAVE DONATION FORM</b>	<b>97</b>
<b>APPENDIX E</b>	<b>CATASTROPHIC LEAVE APPLICATION FORM</b>	<b>98</b>
<b>APPENDIX F</b>	<b>2018-2019 SALARY SCHEDULE EFFECTIVE 7/1/18</b>	<b>99</b>
<b>APPENDIX G</b>	<b>JOB CLASSIFICATIONS</b>	<b>100</b>
<b>APPENDIX H</b>	<b>MEDIATION</b>	<b>101</b>
<b>APPENDIX H.1</b>	<b>MEDIATION REQUEST FORM</b>	<b>102</b>
<b>APPENDIX I</b>	<b>ARBITRATION</b>	<b>103</b>
<b>APPENDIX I.1</b>	<b>ARBITRATION REQUEST FORM</b>	<b>105</b>
<b>APPENDIX J</b>	<b>CAUSES FOR DISCIPLINE</b>	<b>106</b>
<b>APPENDIX K</b>	<b>OUT-OF-CLASS ASSIGNMENT</b>	<b>107</b>
<b>APPENDIX L</b>	<b>RECLASSIFICATION APPLICATION FORM</b>	<b>108</b>
<b>APPENDIX M</b>	<b>POSITION ANALYSIS QUESTIONNAIRE</b>	<b>109</b>

## PREAMBLE

This Agreement is made and entered into this ~~2<sup>nd</sup> 10<sup>th</sup>~~-day of ~~September~~~~August~~, ~~2020~~~~2017~~ by and between the Coast Community College District (hereinafter referred to as “District”), and the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO, Local 4794 (hereinafter referred to as the “Federation”).

The purpose of this Agreement is to promote the improvement of employer-employee relations, provide an equitable and amicable procedure for the resolution of disputes, and set forth the rights and duties of the respective parties to insure the continuance of fair, impartial and nondiscriminatory application of District rules and procedures to all employees.

If there is any conflict between any specific provision(s) of this Agreement and District policies, past practices, or rules, the specific provision(s) of this Agreement shall prevail.

### ARTICLE 1. RECOGNITION.

**1.1 Unit Recognition.** The Board of Trustees of the Coast Community College District recognizes the Coast Federation of Classified Employees, Local 4794, as the sole and exclusive bargaining agent for all classified employees as certified by PERB Unit Determination #LA-R-797A, except those as designated as management, supervisory, and confidential. The District agrees to negotiate exclusively with the Federation through the provisions of the Educational Employment Relations Act (EERA).

**1.2 Unit Determination.** All classified employees as described in ~~Article~~~~Section~~ 1.1 shall be part of this Agreement for the purpose of unit determination. The District will notify the Federation of any new positions or current positions which are re-titled and will be part of the unit. The District will meet and confer with the Federation on any new or re-titled classified positions to be placed outside the unit. The Federation will notify the District, in writing, if it disagrees with the District’s determination. Cases which cannot be otherwise resolved will be appealed to the Public Employment Relations Board.

### ARTICLE 2. FEDERATION RIGHTS.

**2.1 Right of Access.** The District agrees that designated Federation officers will have access to bargaining unit employees. The Federation agrees not to interfere with the employees’ normal duties and further agrees to contact the employees only during breaks and before or after normal working hours, except in situations where immediate representation is required. The Federation agrees to keep the District advised in writing of designated officers.

**2.2 Bulletin Boards.** The Federation shall have access to the use of one-third (1/3) of the space of the official bulletin board designated at each District facility for posting notices of its activities. The appropriate space as set forth herein will be identified as Coast Federation of Classified Employees AFT Local 4794. Any notice posted pursuant to this ~~s~~Section shall be signed and dated by an officer of the Federation.

### **2.3 Distribution.**

**A. Use of District Mail System.** The Federation may make general distribution of materials and information to bargaining unit employees utilizing the District's mail boxes, voice mail, and email, so long as the material and/or information is not in violation of law. The Federation will distribute such materials using its own staff. Materials for distribution to Coastline Community College employees not assigned to the Coastline Administration Center may be distributed through the District mail system. Any materials distributed pursuant to this ~~s~~Section shall be clearly identified as to source and authorized by the President of the Federation. The Federation will send a copy to the Vice Chancellor of Human Resources of any materials distributed through the District mail system that are initiated by the Federation.

**B. Mailboxes.** Each bargaining unit member shall have a designated mailbox located at the employee work site. Each bargaining unit member shall be assigned an e-mail account.

### **2.4 Use of District Facilities.**

**A. Federation Meetings.** The Federation shall have the right to use, without charge, District facilities at reasonable times for the purpose of meetings concerned with its representation rights at the District, provided that such use shall not interfere with, nor interrupt, normal District operations, and that arrangement for such use shall be made in accordance with College or District procedures for assigning meeting rooms. The Federation will reimburse the District for any extra maintenance, or for any technical or custodial services directly attributable to the use of the meeting room.

**B. Secured Offices.** The Federation shall have secured offices at Orange Coast College and Golden West College, the locations to be mutually agreed upon by the District and Federation. The same furniture provided the faculty offices and telephone service will be provided. The Federation will pay for toll calls made from the office telephones. These offices shall be the sole office space provided to the Federation. The District agrees to make available at Coastline Community College Center, at reasonable times, private office space for the use of the Federation in meeting with members of the bargaining unit.

**2.5 Distribution of Agreement.** The District shall provide each new hire, subsequent to the effective date of this Agreement, one (1) copy of this Agreement and any Addenda. Contracts and Addenda will be posted on the District's website within sixty (60) business days following ratification and will be provided in print upon request.

### **2.6 General Meetings.**

**A. Classified In-Service Training.** The Federation and the District shall mutually agree on location, day, time, and topic for classified in-service training. The training, when offered, will occur twice in a day at the designated location during normal working hours, and employees covered by this Agreement shall be released to attend one of these in-service training sessions. When the employee is required to travel from their work site and/or return to their work site to be in attendance, a reasonable amount of travel time will be permitted.

**B. General Business Meetings.** The Federation's general business meetings shall normally be conducted at times other than normal working hours. However, the parties agree that special circumstances may arise that would require a business meeting during working hours. Therefore, upon mutual agreement between the Federation and the District, a special business meeting may be scheduled during working hours with an appropriate amount of released-time.

**2.7 Paid Released-Time for Federation Business.** The total paid released-time for Federation business and the President's released-time shall be two (2) full-time equivalents (FTEs). If the Federation exceeds the allotted two (2) FTE, the Federation shall reimburse the District the actual employee cost for the excess time. This released-time shall be allotted in the following manner:

**A. Federation President.** Upon request of the Federation, the District shall grant a paid leave each fiscal year to the President of the Federation, one (1) FTE. Requests for this leave shall be submitted at least 30 days in advance of the date the leave begins.

**B. Federation Business.**

1. Released-time may include, but is not limited to, Federation committee meetings, preparation meetings for negotiations, annual conventions, conferences, workshops, and training.
2. When the employee is required to travel from their work site and/or return to their work site to be in attendance for Federation business, a reasonable amount of travel time will be permitted.

**C. Maximum released-time for members of the Federation bargaining unit will be twenty (20) days with the following exceptions:**

1. President – May use up to one (1) total FTE paid released-time per year.
2. Designated Vice President – In the event that the President is unable to function in the position, the released-time allotted to the President may be given to the Designated Vice President until the President is able to resume the duties or until a new President is elected.
3. Treasurer – May use up to twenty-five (25) days/two hundred (200) hours per year total released-time.
4. Secretary – May use up to twenty-five (25) days/two hundred (200) hours per year total released-time.
5. Members of the Negotiations Team – No more than five (5) unit members may be designated to serve on the Federation negotiating team. Those designated negotiating team members may use up to twenty-five (25) days/two hundred (200) hours total released-time.

With the approval of the employee's supervisor, the individual limit may be increased.

**D. Released-Time Notification.**

1. Federation requests for released-time shall be made on a form mutually agreed upon between the Federation and Vice Chancellor of Human Resources.
2. The Federation President shall provide at least three (3) working days written notice to the Vice Chancellor of Human Resources, and the appropriate manager/supervisor, of released-time requests for classified employees to participate in Federation business.

**E. Released-Time Reimbursement for Departments.** An agreed upon time-sheet will be maintained by the supervisor to track released-time hours. Department supervisors will provide the time sheets for the released-time to the appropriate Personnel departments on a monthly basis to ensure reimbursement when Federation business released-time occurs.

**2.8 Released-Time for Maintenance of the Contract.** In compliance with the EERA, the Federation shall have the right to reasonable released-time not taken from the total in 2.7 for the purpose of meeting and negotiating with the District and for the purpose of processing grievances.

**2.9. Right of Review.**

**A. Copies of Reports.** The Federation shall have the right to receive, upon written request, one (1) copy of written reports that are public record, in accordance with State law. The District may charge the Federation for personnel and material costs associated with the production of requested material for multiple copies.

**B. Non-Confidential Materials.** All non-confidential materials given general distribution to management personnel by the District Office shall be provided to the Federation upon issuance and/or distribution. The Federation shall have the right to review, as provided by law, upon written request, other non- confidential materials in the possession of the District necessary for the Federation to fulfill its role as the exclusive bargaining representative.

**C. Board Minutes and Agendas.** The District will furnish the Federation with one (1) copy of the minutes of Board meetings and two (2) copies of the Agenda of Board meetings, including all attachments and supporting documents except for documents of a confidential and or privileged nature as identified in the Brown Act. Copies of the Minutes and Agenda will be available at the District Office at the same time and in the same form as those furnished to the Board of Trustees.

**D. District Policy and Procedures Manual.** The District shall provide notification to the Federation of any additions, deletions, or changes to District Policy or Procedures and either furnish said materials or indicate where the materials may be located.

**E. Response to Information Requests.** The District shall furnish existing written materials requested by the Federation within ten (10) working days. For materials not in written form, the District will respond in writing as to the availability and probable date of distribution.

**F. List of Bargaining Unit Members.** Within ten (10) working days of ratification of this Agreement, the District will provide the Federation with access to a list of all classified employees'

names and home addresses. The Federation shall have said access through the District's web-based Human Resources system.

## 2.10 Selection of Committee Members

A. The Federation shall appoint classified representatives to all District-wide or College-wide committees consisting of classified, faculty, and administrators. Such appointments will be made within ten (10) days of the request for representatives to the Federation.

B. The Federation appointees may serve on a maximum of two (2) College, District Office, or District-wide committees (including their taskforces or subcommittees), or one committee and serve as a student club advisor for one student club, and may serve on other committees with the approval of their immediate supervisor. No more than 4 hours per month will be paid within the classified assignment if serving as a club advisor.

Any employee who serves as a club advisor will be required to submit a signed Classified Club Advisor form.

C. The Vice Chancellor of Human Resources shall supply the Federation with a list of all established committees by October 1 of each year.

**2.11 Access to Newly Hired Employee Information and Orientation**~~Orientation. The District will provide the opportunity for a representative of the Federation to talk with new employees, during orientation, to explain the role of the Federation and the provisions of this Agreement.~~

A. "Newly hired employee" or "new hire" means any classified bargaining member hired by the District into the bargaining unit represented by the Federation subsequent to the prior new employee orientation. It includes all employees who are currently employed by the District in positions outside of the bargaining unit or were previously employed by the District and who have been newly hired into a bargaining unit position represented by the Federation.

B. The District shall provide the Federation with contact information on new hires within 30 days from the date of hire of a newly hired employee. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary work location;
- viii. Work telephone number;
- ix. Work Extension
- x. Home Street address (incl. apartment #)
- xi. City

- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Employee cellular telephone number (10 digits) on file with the District;
- xvi. Email address of the employee on file with the District;
- xvii. Employee ID;
- xviii. Hire date;
- xix. Employee's Immediate Supervisor.

This information shall be provided to the Federation regardless of whether the newly hired employee was previously employed by the District (such as a substitute, temporary or previous bargaining unit employee).

C. In accordance with Government Code section 3558, the District shall provide the Federation with a list of the same information and in the same manner as in Article 5.9.2 above for all bargaining unit members on the last working day of September, January, and May.

D. The District shall provide the Federation mandatory access to its new employee orientation process. The Federation shall receive not less than ten days' notice in advance of the start of the orientation process, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. If held, the orientations shall be at a location to be determined by the District.

In the event the District conducts one-on-one or group orientations with new employees, the Federation shall have 30 minutes for one Federation representative to attend and conduct its portion of the orientation process. The employees shall remain on paid time during the Federation's presentation. The District shall provide paid release time for two Federation representatives to be chosen by the CFCE President or designee. Said release time shall be counted against the total release time contained elsewhere in the collective bargaining unit agreement. A Federation Labor Relations Representative may also attend the orientation session.

A-E. Any alleged violation, misinterpretation, or misapplication of the terms of this Article 2.11 shall be subject to the grievance and arbitration provisions of this Agreement, except that only the Federation has the ability to grieve this agreement.

## **2.12 Dues Deduction.**

**A. Collection of Dues.** The District shall deduct dues and other amounts the Federation may lawfully charge employees, with written notification from the Federation, once a month for ten (10) months (August - May for payroll issued September - June) or on another mutually agreed upon basis.

The District shall deduct dues, once a month for ten (10) months or another mutually agreed upon basis, without charge, from the pay of those employees covered by this Agreement, the Federation dues, agency fees, or the reduced fair share fee and other amounts the Federation may lawfully charge employees in the bargaining unit with written notification from the Federation.

B. The Federation will provide the District Payroll Office with a list of those employees who are union members, those who are non-members, and the amount of any dues to be deducted for each individual, prior to the established payroll deadline each month.

~~In accordance with state law, agency fees shall be collected from all new employees in the bargaining unit with the first pay warrant for the classified assignment. The Federation will notify the District when employees change their status to membership or to reduced agency fee.~~

C. Bi-annually the District Payroll Department will provide the Federation with monthly payroll deadlines.

~~**Forwarding of Dues.** The total amount of dues and fees deducted, together with a list of Federation members from whose pay the dues were deducted, shall be forwarded by the District to the Federation office on a monthly basis.~~

D. Changes by Written Notice. If the Federation changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least thirty (30) days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.

~~If the Federation changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least thirty (30) days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.~~

**2.13 Contracting Out.** The District/College shall notify the Federation when contracting out for services exceeding fifteen thousand dollars (\$15,000) within a fiscal year. The District's intent is not to contract out any work that will displace existing classified employees/positions, or to avoid granting of reasonable number of overtime hours. If a College or the District is considering the use of outside services that may displace classified employees/positions, the College/District and the Federation shall discuss, in good faith, all issues and consider alternatives prior to the Chancellor making a final recommendation to the Board of Trustees. The Federation will have the opportunity to bargain over the effects on classified employees/positions as a result of the adoption of the recommendation. It is further understood that all discussions will be held in an atmosphere of open disclosure and professionalism in a timely manner.

### **ARTICLE 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES.**

**3.1 Management Rights and Responsibilities.** The District, on its own behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of California; including but without limiting the generality of the foregoing the right to:

**A.** The executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees;

**B.** Direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for service as provided under the laws of the State of California;

C. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees, except where such action would be in direct conflict with provisions set forth in this Agreement;

D. Establish educational policies, goals, and objectives based on the District's mission; to insure the rights and educational opportunities of students; to determine staffing patterns; and to determine the number and kinds of personnel required in order to maintain the efficiency of District operations;

E. Build, move, or modify facilities, establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

**3.2 Exercise of Rights and Responsibilities.** The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of California and the Constitution and Laws of the United States. The District reserves the right to take any reasonably necessary action in the event of an emergency, which is defined as a situation or occurrence of a serious nature which develops suddenly or unexpectedly and results in a relatively temporary change in circumstances and demands immediate action.

## **ARTICLE 4. SAFETY**

### **4.1 Safe Working Conditions.**

A. The District shall make reasonable efforts to provide bargaining unit employees with safe working conditions. More specifically, the District will make all reasonable efforts to comply with the state, federal, county, city, and/or applicable OSHA regulations within general industry standards.

B. It is the responsibility of all employees to obey state job safety and health laws. Furthermore, it is the responsibility of the employee whose job requires use of tools, equipment or motor vehicles, to do so in a safe, prudent and lawful manner. The District will ensure that the employee has proper training and verify possession of the necessary certificates and/or licenses, and will not knowingly require bargaining unit employees to use, operate, or drive any piece of equipment that is unsafe. It is the responsibility of the District to investigate the reports of employees regarding unsafe equipment and take the necessary steps to alleviate the potential danger.

C. The District will provide training to managers and employees regarding safe working conditions.

D. At the time of initial classified employment, the District shall distribute guidelines and/or provide training for the safe and healthful operation of equipment and computers.

E. When necessary, reasonable effort shall be made by the District, in accordance with applicable regulations, to remediate areas identified by the District Environmental Health and Safety Department to have mold, lead, asbestos, other known carcinogens, or severe biological threats to the lives of unit members.

#### **4.2 The Right to Refuse to Perform Unsafe Work**

A. An employee subjected to a hazardous condition or practice known to violate OSHA or occupational health standards, which could reasonably be believed to cause immediate death or serious physical injury, may refuse to perform the task. A unit member's right to refuse to do a task is protected from reprisal or discipline if all of the following conditions are met:

1. Where possible, the unit member asked the supervisor to eliminate the danger and the supervisor failed to do so; and
2. The unit member genuinely believes that an imminent danger exists; and
3. A reasonable person would agree that there is a real danger of death, serious imminent endangerment to health, or serious injury.

B. In such cases of imminent danger, the employee shall:

1. Leave the immediate area of danger, but cannot leave the work site unless directed to do so by the supervisor, except in the case of an emergency;
2. Immediately report the hazardous condition to the supervisor and explain the nature of the danger/hazard;
3. Request that the supervisor correct or remove the hazard;
4. Perform alternate duties as assigned during the removal of the hazard; and
5. Perform required job duties once the hazard is removed.

C. In all such cases of imminent danger the site supervisor shall:

1. Initiate an assessment of the reported safety hazard by the end of the following day of business;
2. Meet with the employee and assign alternate duties or an alternate work location to the employee(s) until the hazard is removed;
3. Within five (5) working days of the completed assessment, inform the employee of the findings related to the reported safety hazard and the corrective action taken or to be taken; and

4. Assign the employee's normal duties when the hazard has been removed.

**D.** The District, consistent with Section 11(c) of the OSHA Act, shall not punish employees in any way, including firing, demoting, discriminating or any other form of retaliation, for exercising their right to a safe workplace.

#### **4.3 Employee/Management Reporting Responsibilities.**

**A.** The employee shall report to his/her immediate supervisor or designee any industrial accident or illness immediately, but no more than forty-eight (48) hours from the time of the industrial accident or diagnosis of work related illness.

**B.** It is the responsibility of employees to report, in writing on the appropriate form, to their immediate supervisor any condition(s) that may indicate a potential danger or any situation(s) that may result in a harmful condition to themselves or others. The Federation may make such reports on behalf of any employee or group of employees. No employee shall be discriminated against, nor shall the employee experience repercussions as a result of reporting such conditions.

**C.** The immediate supervisor shall investigate any written report and make a determination if corrective action is required. If no action is necessary, a written response will be sent to the employee with a copy forwarded to the Federation and the proper College/District administrator. If cause exists, the immediate supervisor shall make reasonable attempts to resolve such conditions. If conditions cannot be corrected by the supervisor at that time, a written report shall be forwarded to the proper College/District administrator for appropriate action. A copy of such report shall be sent to the Federation and/or employee.

**4.4 Safety Committees.** Each College and the District Office shall form a Safety Committee composed of equal numbers of representatives from the administration, classified staff, and other constituency groups. Volunteers will be sought to serve on such committees and the Federation will appoint one representative to each of these committees. The committees shall make recommendations to the appropriate College/District administrator for appropriate action. The Safety Committees may review and make recommendations on reports submitted directly by employees.

#### **4.5 Hazardous Chemical Warnings and Notices**

**A.** Prior to the use of known hazardous substances in an employee's immediate work area, the District shall provide notice twenty-four (24) hours in advance to employees in the affected area. The District also shall make available a copy of the MSDS (Material Safety Data Sheets) as provided by law.

**B.** The District shall make reasonable effort to provide an alternate work site during the time of application of the substance. Subsequently, every effort will be made to provide an alternate work site in the event an employee has any allergic reaction, documented by a physician's note, to said chemicals.

#### **4.6 Ergonomic Use of Computers**

A. The District shall make available to all District employees information regarding the ergonomic guidelines involved in using their computers.

1. Because of the integral relationship between employee health and the proper use of computers, each employee, during the first week of initial employment will be required to complete the online tutorial on ergonomic considerations such as height, distance, protections for eyes, wrists, and posture.
2. Employees should inform and request assistance from their immediate supervisor if their health is being negatively affected by the setup or physical condition of their workstation.
3. If the problem is not alleviated in a reasonable time, the employee may contact Environmental Health & Safety and the respective personnel/HR departments.

**4.7 Violence in the Workplace.** The District and the Federation are committed to providing a workplace that is free of violence and to joint efforts in preventing violent incidents.

A. In an effort to provide a safer work environment and to make both management and unit members aware of issues regarding the prevention of violence in the workplace, the District and the Federation shall develop a training program that shall include, but not be limited to:

1. Security measures already existing in the work place;
2. Recognizing threatening or potentially threatening situations and the proper methods for dealing with them;
3. Proper procedures for reporting to campus security and/or local law enforcement any incidents or threats to safety; and
4. Personal safety training to assist employees in avoiding violent or potentially violent situations and to prepare them to better deal with such situations should they arise.

B. Any bargaining unit member who reports an incident of violence or threatened violence while on District property or engaged in District business shall be entitled to receive an investigation by the District into the details of the incident.

C. During hours of darkness, or when an employee's workstation or parking space is in a remote area, unit members may request and receive, if available, an escort from public safety.

**4.8 Extremes in Temperature.** In the event that interior temperatures outside the range of sixty (60) to eighty (80) degrees Fahrenheit persist for longer than two (2) working days, reasonable consideration will be given to the impact on work performance, and bargaining unit members may use space heaters that meet safety regulations or fans. After five (5) working days of temperatures outside sixty (60) to eighty (80) degrees, bargaining unit members may request a work accommodation such as completing their work at a different location.

## **ARTICLE 5. NEPOTISM.**

**5.1** Pursuant to Board Policy 7310.

## **ARTICLE 6. GRIEVANCE PROCEDURE.**

### **6.1 Definitions.**

**A. Formal Grievance.** A formal grievance is defined as a written complaint alleging that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Collective Bargaining Agreement (“Agreement”), excluding Sections 6.2, 6.2A, and 6.2B. Matters not contained in this Agreement are not subject to this grievance process.

**B. Grievant.** The Federation, an employee or group of employees of the District covered under the terms of this Agreement may file a grievance.

**C. Informal Conference.** The informal conference, designed to achieve early resolution in the area of disagreement, occurs primarily between the employee and the immediate supervisor. The employee may request a Federation representative.

**D. Immediate Supervisor.** The lowest level manager having line supervisory authority over the employee filing the grievance.

**E. Day.** Any day during which the central administrative office of the District is open for business.

**F. Response Timeline.** The response timeline at each level of the formal process begins the day following the delivery of the formal/written grievance.

**G. Mediation.** The use of a qualified neutral third party at any level of the grievance procedure to assist in resolving disputes in a fair, impartial, and equitable manner.

**H. Binding Arbitration.** A settlement technique in which an objective third party qualified to interpret and adjudicate collective bargaining agreements reviews the case and renders a decision that is binding on all parties.

**6.2 Purpose.** The purpose of the grievance procedure is to provide a method for the orderly resolution of grievances in a manner that is timely and respectful. It is the intent of the parties to equitably resolve grievances at the lowest possible level.

**A.** Prior to pursuing rights under the grievance article as delineated in 6.3, the employee shall (1) speak directly with the supervisor/manager about the concern or issue; and (2) seek clarification from the Federation on the **a**Article of the Agreement that is believed to have been violated.

**B.** If the issue does not constitute a contractual violation, the employee (along with a representative, if desired) should pursue avenues of conflict resolution through informal conference. If following the conference the matter remains unresolved, the matter may be addressed through mediation, if the parties agree (See Appendix H). If there is a perceived or actual violation of a specific **a**Article in the Agreement, the grievance procedure may move forward.

### **6.3 Informal Conference: Attempt at Resolution**

**A.** Before filing a formal grievance, the employee shall attempt to resolve the issue through an informal conference with his/her immediate supervisor within twenty (20) days after the employee should reasonably have had knowledge of the occurrence of the act or omission giving rise to the grievance. The employee may have one (1) Federation representative at the conference. When asking for the conference, the employee or Federation representative shall inform the supervisor that this is an informal level of the grievance procedure.

**B.** More than one (1) conference with the immediate supervisor may be required to resolve the issues/concerns. Within five (5) days following the final informal conference, the immediate supervisor shall communicate a decision regarding the resolution of the issue in writing to the employee and to the Federation, or in an informal meeting with Federation representation present.

### **6.4 Formal Level I. Submission of Written Grievance**

**A.** If the grievant is not satisfied with the supervisor's decision resulting from the informal conference, the grievant must present a grievance in writing, on the mutually agreed upon form (See Appendix A), to the immediate supervisor within ten (10) days following the supervisor's response. If the immediate supervisor failed to respond within the five (5) day time limit, and no agreement had been made to extend the time, the grievant may proceed to file a formal grievance at Level 1. In that event, the time limit for filing shall be fifteen (15) days after the supervisor should have responded at the informal level. Should more time be required to file the formal grievance, the timeline may be extended by up to five (5) days with the mutual agreement of both parties.

**B. Statement of Grievance.** The grievance shall be a clear, concise statement of circumstances giving rise to the grievance, citation of the specific article(s), section(s) and paragraph(s) of the Agreement alleged to have been violated, the outcome of the informal conference, the names of any witnesses and/or documents relevant to the grievance, and the specific remedy sought.

**C. Decision of Supervisor.** Within ten (10) days after receipt of the formal grievance, the immediate supervisor shall give the decision in writing based on whether or not a contract violation occurred, to the designated Federation representative on the original copy of the grievance form, with a copy forwarded to the grievant.

### **6.5 Formal Level II. Appeal to Grievance Officer**

**A.** If the grievance is not resolved at Level I, the grievant may appeal the decision to the District or College designated grievance officer within ten (10) days of receipt, using the designated Level II grievance form.

**B. Level II Grievance Officers.** The District Office Level II Grievance Officer shall be appointed by the Vice Chancellor of Human Resources, and College Level II grievance officers shall be appointed by the President of each college, with notification to the Vice Chancellor of Human Resources. The Office of the Vice Chancellor will, on an annual basis, provide a list of the Grievance Officers to the Federation. Grievance Officers shall have sufficient authority to adjudicate grievances. Should the designated Grievance Officer be the employee's immediate supervisor, or be named as a party to the grievance, another manager shall be appointed who is not involved in other levels of the grievance; or, if that is not possible, Level II shall be waived.

**C. Investigation of Grievance.** Within ten (10) days after receipt of the grievance, the grievance officer shall meet with the grievant and Federation representative, if requested by the employee, to hear the grievance. He/she will investigate the allegations, to determine if a violation of the Agreement exists before rendering a decision.

**D. Decision of Grievance Officer.** Within ten (10) days of the meeting (set forth in [Article 6.5.C](#)), the Grievance Officer will communicate the decision and the basis for the decision, in writing, attaching the response to the grievance form, and mailing it to the designated Federation representative with a copy to the grievant and to the immediate supervisor. A copy shall also be forwarded to the Vice Chancellor of Human Resources.

## **6.6 Formal Level III. Appeal to Vice Chancellor of Human Resources.**

**A.** If the grievance is not resolved at Level II, the grievant may appeal to the Vice Chancellor of Human Resources or designee within ten (10) days after receipt of the written decision of the Grievance Officer at Level II, using the Level III grievance form.

**B. Meeting with the Grievant.** Within ten (10) days after receipt of the grievance, the Vice Chancellor of Human Resources or designee shall meet with the grievant and Federation representative to hear the grievance.

**C. Written Response.** Within ten (10) days after the Level III meeting, a written response by the Vice Chancellor of Human Resources or designee shall be submitted to the Federation with a copy to the grievant, and to the Level I supervisor attached to the grievance form. If the Vice Chancellor needs more time to investigate the grievance, the time may be extended with the consent of the Federation.

**D. Failure to respond.** The intent of the parties to this Agreement is that a decision will be rendered at Level III prior to proceeding to binding arbitration. However, if the Vice Chancellor of Human Resources or designee fails to give a decision at Level III within the specific time limit, or within the agreed upon extension of that time, the formal grievance will be considered settled in favor of the employee, in the manner requested by the employee, in the formal grievance.

## **6.7 Level IV. Binding Arbitration.**

**A.** If the Federation is not satisfied with the decision at Level III, the Federation may, within ten (10) days, request in writing that the grievance be submitted to binding arbitration (except in matters pertaining to employee discipline). The procedures for arbitration are outlined in Appendix I.

**B.** No grievance shall proceed to binding arbitration without the agreement and involvement of the Federation.

## **6.8 General Conditions.**

**A. Time Limits.** It is important that grievances be resolved as quickly as possible. The time limits at each level should be considered maximums. Time limits may be extended only by mutual agreement of both parties, confirmed in writing. Email to the party's campus address is sufficient when the party addressed responds with an email to acknowledge receipt of the confirmation.

**B. Protection of Participants.** The District and the Federation agree that no reprisals will be taken against any person who exercises rights guaranteed by this Agreement or who executes responsibilities imposed by this Agreement.

**C. Meeting.** A grievance meeting between the pParties shall be held at each level within the above time limits unless waived by mutual agreement of the parties.

**D. Failure to Adhere to Procedure.** Failure by either pParty to adhere to the time limits contained herein shall mean the grievance will be handled as follows: If the District fails to adhere to the time limits, the employee is automatically granted the right to proceed to the next step of the grievance procedure except as provided in ~~Section~~Article 6.6.D. If the grievant fails to adhere to the time limits, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or consideration.

**E. Confidentiality.** All documents dealing with the processing of a grievance shall be handled with the strictest of confidence and shall be filed separately from the personnel files of the participants.

**F. Released Time.** Any bargaining unit employee required by either pParty to participate as a witness or grievant in a grievance meeting or hearing shall be released from regular duties for a reasonable amount of time without loss of compensation in order to participate in the hearing. Released time for the grievant shall be limited to the processing of the grievance rather than for doing the research for the grievance prior to the processing. Copies of documents directly relating to the grievance process shall be furnished by the District, upon request of the employee.

**G. Representation.** The grievant may be accompanied or represented by one (1) Federation representative at each level of the grievance process.

1. With advance mutual agreement, and the concurrence of the supervisor/manager processing the grievance, an additional District/College representative not involved in Level II or Level III and/or Federation representative may be in attendance at any formal level of the grievance procedure.
2. A grievant shall also be entitled to represent himself/herself (but may not be represented by any other person other than a Federation representative) up to and including Level III of the grievance procedure. Unit members may have a grievance adjusted without the intervention of the Federation as long the adjustment is not inconsistent with the terms of this Agreement.
3. The Federation shall be provided copies of any grievance filed by Unit members and any response by the District. Prior to resolution of any grievance, the Federation shall be provided a copy of the proposed resolution and given the opportunity to respond. Any decisions rendered in grievances without Federation representation and concurrence with the decision shall not set precedent for any future grievances.

## **6.9 Miscellaneous.**

**A. Group Grievances.** Group grievances may be filed at Level III, by the Federation. In this instance, the Vice Chancellor of Human Resources may appoint a District designee to carry out the grievance procedure. With mutual agreement of the parties, mediation shall be an option.

**B. Grievance Forms.** Grievance forms shall be mutually agreed upon by the District and the Federation and will be made available to bargaining unit employees by the Federation. The grievance form shall be accessible from the District's web site.

## **ARTICLE 7. EMPLOYEE STATUS.**

**7.1 Persons Covered by this Agreement:** Persons covered by this Agreement are regular classified District employees (except those designated as management, supervisory, or confidential) with probationary or permanent status which include employees that were hired for short-term work but exceeded the day limitation within a fiscal year.

**A. Full-time Regular Classified Employees.** Employees regularly scheduled to work forty (40) hours per week as set forth in Article 14.1, ~~Section 14.1~~ (Work Schedule & Workday).

**B. Part-time Regular Classified Employees.**

1. Employees regularly scheduled to work less than the full-time schedule (Article 14.1, ~~Section 14.1~~), but at least twenty (20) hours per week.
2. Employees regularly scheduled to work less than twenty (20) hours per week.

**7.2 Employees Not Covered by this Agreement.** All employees not falling within one of the above definitions, including:

**A. Substitutes.** A substitute is a person hired, with or without advertisement, on an hourly basis, to take the place of a bargaining unit employee who is ill, on leave of absence, temporarily backfilling in a vacant position during the recruitment phase for that position, or backfilling in a position that is vacated due to temporary reassignment. Said person shall not occupy a position on a substitute basis for more than fifty percent (50%) of the fiscal year (twenty-six (26) weeks) except when the person whose job is temporarily being filled continues to be ill or on a leave of absence. The first two weeks of a substitute assignment will count towards the short-term employee's maximum time limit— (See ~~Article~~~~Section~~ 7.2.E). Substitute assignments shall be identified within twenty (20) days from the beginning of the bargaining unit employee's absence.

**B. Apprentices as defined by Section 88003 of the Education Code.**

**C. Professional experts as defined by Section 88003 of the Education Code.**

**D. Students Performing Student Assistant Work as Defined by the Education Code.** For purposes of this ~~s~~Section, the term "student" should be defined as a person who is eligible for the college work study program, enrolled in the work experience education program, or enrolled in twelve (12) or more units, including full-time or part-time students in a work study program or a work experience education program pursuant to Section 88003 of the Education Code.

**E. Short-Term/Hourly Employees.** A short-term/hourly employee is a person who is working less than the agreed upon limit of one hundred sixty (160) duty days in a fiscal year. Short-term/hourly employees have no contractual entitlements, are not members of the bargaining unit, and

therefore are not covered by any of the provisions of this Agreement. Short-term employees may not work in a dual role as a student assistant.

**7.3 Limitation on Student Assistants.** A student may not engage in student assistant work for more than nineteen and one half (19.5) hours per week, except during time between semesters (winter break, intersession, spring break, summer). During such time between semesters, use of a single or combination of student assistants shall not be for more than thirty (30) hours per week to replace a full-time classified position.

**7.4 Probationary Period.** The probationary period shall be regarded as an integral opportunity to observe and assess an employee's performance to determine if the employee is suited for the job. During the probationary period, the immediate supervisor and the employee shall meet at least once in the first thirty (30) days of employment to discuss the expectations of the position.

**A.** A new employee shall serve a probationary period of six (6) full working months subject to dismissal at any time during this period.

**B.** The work performance and efficiency of the employee will be appraised on the prescribed District form by the employee's immediate supervisor at the end of the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) months.

At the fifth (5<sup>th</sup>) month appraisal, the employee will be recommended for either regular status and salary step raise, if applicable, or for termination. Should the immediate supervisor fail to recommend the employee for regular status prior to the employee's six (6) month anniversary, the employee will automatically pass into regular status and receive a salary step raise, if applicable (see Article 19.8).

**C.** Should the supervisor recommend termination after having missed the due dates for the third (3<sup>rd</sup>), and/or fifth (5<sup>th</sup>) month evaluations, the employee shall receive an automatic three (3) months' extension of probation. The due dates shall be considered to be missed if the employee conference is not held within ten (10) working days of the third (3<sup>rd</sup>), and fifth (5<sup>th</sup>) month anniversary dates.

**D.** Should the immediate supervisor or the employee believe an extension of probation would be beneficial, such extension may be requested in writing prior to the completion of an employee's probationary period. An extension, not to exceed three (3) months, shall require agreement between the employee involved and the District, with notification to the Federation.

**7.5 Part-time Regular Classified Employees.** The Campuses/District will make reasonable efforts to post opportunities for additional assignments. Qualified part-time employees covered by this Agreement interested in additional work assignments in positions for which they may be qualified, will be responsible to notify the District's Human Resource Department and College Personnel Office for placement in an additional assignment. Employees who work twenty (20) or more hours but less than forty (40) hours per week will be limited to the Campus/District site assigned. The District reserves the right of assignment and complete discretion for any additional hours assignment(s).

**7.6 Reemployment.**

**A.** If a permanent employee terminates and returns to the District within thirty-nine (39) months, all former time in classifications held will be counted for seniority purposes.

**B.** When a permanent employee returns to the District within thirty-nine (39) months, the employee shall have restored all the rights, benefits, and burdens in the classification to which reinstated or reemployed.

## **ARTICLE 8. UNIFORMS.**

**A. District Requirement.** The District shall purchase uniforms for the employee when the District requires the uniform to be worn by the employee.

**B. District Approval.** The uniforms supplied shall include the items listed below. Each item shall be approved by the District as to style, color, quality and insignia.

1. Up to five (5) shirts per year.
2. One (1) jacket for employee whose work requires outdoor duty.
3. Raincoat, overalls, smock, lab coat, apron, other specialized clothing, etc., when required by the District.
4. Trousers/shorts when required by the District for safety or appearance.
5. Full-time security personnel shall be provided one pair of shoes per year.
6. Part-time security unit members shall be reimbursed half (50%) the reasonable cost of one pair of shoes per year.

**C. Uniform Maintenance.** The maintenance of uniforms is the responsibility of the employee. Replacement of lost or damaged garments will be the responsibility of the employee except in cases where the loss or damage is the direct result of work-related activities. Employee(s) may return uniforms for replacement during a reasonable amount of time if the uniform(s)/garment(s) are defective.

**D. Advisory Committee.** Each District entity--Orange Coast College, Golden West College, Coastline Community College, and the District--may form an advisory committee with equal representation from each group of employees who are required to wear uniforms. Such committees shall make their advisory recommendations to the designated College administrator for submission to the District for final approval.

## **ARTICLE 9. EMPLOYEE PERSONNEL FILES.**

### **9.1 Official File.**

**A.** There shall be only one official personnel file for each employee, which shall be maintained in a lockable file room at the District Office of Human Resources. The personnel file shall contain job related documents including, but not limited to, Notice of Vacancy; job specification; resume; initial appointment forms; official transcripts (if required); emergency contact information; personnel transactions; salary placement documentation; official correspondence with the employee; formal, written evaluation reports; written disciplinary correspondence; employee responses to disciplinary correspondence; and official recognition/job related commendations. The personnel file shall not include materials from anonymous communications, materials(s) attributed to unnamed sources, or material(s) obtained prior to the service of the employee in the District.

**B.** An employee shall have the right to examine any material(s) in his/her personnel file with the exception of those things excluded by law. The employee shall make an appointment, during normal working hours and without loss of pay. Copies of materials requested by the employee from the personnel file will be provided.

**C.** No adverse action of any kind shall be taken against an employee based upon materials that have not been forwarded to the Office of Human Resources for inclusion in the employee's personnel file or materials contained in the file that are more than two (2) years old. Adverse materials shall be forwarded to the Office of Human Resources within a reasonable period of time in order to be included in the employee's file.

**D.** Derogatory material shall not be placed in the employee's personnel file without the supervisor/manager providing proper notice to the employee that the material will be placed in the file. The supervisor/manager shall present such material in a meeting with the employee unless that is not possible due to employee absence. If an employee is asked to sign in acknowledgment of receipt of the document, the employee's signature shall not be construed to indicate agreement with its contents. When an employee is not available for a meeting, the material will be sent via regular mail as well as certified mail to the employee's address of record.

**E.** Upon the written request of the unit member, derogatory material that is more than two (2) years old shall be placed in a separate sealed envelope to be retained in the back of the official personnel file. The sealed envelope shall only be opened for reasonable cause by the Vice Chancellor of Human Resources with notice to the employee, or upon court order.

1. The two-year period does not preclude the employee and the Vice Chancellor of Human Resources from agreeing to remove material from the personnel file, at any time.
2. When file material is ordered to be removed as a result of a grievance or arbitration, or if the material is found to be inaccurate or to have been placed in the file in error, the material shall be given to the employee within ten (10) days of receipt of the decision and shall not be retained by the District.

**9.2 Right of Response.** An employee shall be provided with copies of any adverse written material before it is placed in the official personnel file, and shall have ten (10) working days to respond. The employee may use one (1) hour per day, for a maximum of five (5) hours, during normal working hours and without loss of pay, to prepare a written response to such material, with the understanding that assigned work will be given first priority. The employee shall provide a copy of the

written response to the immediate supervisor, and shall forward the original written response to the Manager of Employee Records in the Office of Human Resources, where it will become a permanent part of the file.

**9.3 Confidentiality.** All personnel files shall be kept in the strictest confidence, except as required by a court of competent legal jurisdiction. All applicable Federal and California state laws governing the rights to privacy and confidentiality shall be followed in maintaining the personnel files. The District shall make all reasonable efforts to protect employees' personal information including, but not limited to social security number, home address, telephone, and other employment information.

**9.4 Restriction of File Access.** The District shall restrict access to employee personnel files to staff in the Office of Human Resources, Payroll, Benefits, and Risk Services as deemed necessary for the proper administration of the District's business or the supervision of the employee. Any other requests for employee personnel information, including the review of an employee's personnel file by any administrator, manager, or supervisor, must be approved by the Vice Chancellor of Human Resources or designee. The employee shall be notified of access for non-routine matters. When a personnel file is opened for other than routine purposes, a file utilization form shall show the name of the person opening the file, the date, and the purpose.

**9.5 Provision for File Review by Others.** Other individuals (including representatives of the Federation) shall have the right to review an employee's personnel file, provided that the individual/representative has written authorization signed by the employee, or is accompanied by the employee at a prearranged and mutually acceptable time.

## **ARTICLE 10. PERFORMANCE EVALUATION.**

**10.1 Intent.** The intent of the performance evaluation is to provide constructive feedback and strengthen communication between the employee and the immediate supervisor. By working together, the immediate supervisor and employee will identify work-related goals, recognize and acknowledge good performance, and identify areas in need of improvement. This process is not intended to be punitive or to replace progressive discipline, but rather, will be used as a tool to enhance employee performance and to provide a means of planning and achieving long-term employment goals.

**10.2 Performance Evaluation Form.** Performance evaluations shall be completed on the mutually agreed upon forms provided by the Office of Human Resources.

**10.3 Employee Notice.** At the time of initial employment, and upon subsequent change of an immediate supervisor, the employee will be informed of the evaluation procedures and timeline by the immediate supervisor designated to prepare the evaluation.

**10.4 Evaluation Criteria.** The performance evaluation shall be based on job related criteria and workplace behaviors, which shall include direct observation by the immediate supervisor and input from the employee. Performance evaluation criteria shall be written and shall be related to the employee's job specification/classification.

**A.** The evaluation cycle shall cover the one (1) year period between the employee's previous and current review dates and the evaluator shall ensure that observations are objective and that the standards are consistently applied.

**B.** The immediate supervisor is responsible for the performance evaluation of each classified staff member. Only those persons designated as management or supervisors shall have the authority to conduct and prepare performance evaluations for classified employees.

## **10.5 Performance Evaluation Timeline.**

### **A. Permanent Employees.**

1. One (1) year following the completion of the probationary period. This date will become the review date.
2. Thereafter, evaluations will be conducted at least once every year.
3. All performance evaluations shall be completed no later than thirty (30) working days after the review date. If the performance evaluation is not completed on schedule, unless the employee agrees to an extension, the evaluation will be noted, recorded in the system to have been missed, and the annual schedule will be resumed. If, however, an employee is on leave at the time the evaluation is due, the evaluation period shall be extended automatically. In this circumstance, the evaluation will be completed within thirty (30) working days of the employee's return to work, and the annual evaluation cycle shall correspond with the new review date. (Note: If an employee is not evaluated for a consecutive three (3) year period, the employee's performance will be deemed as having been satisfactory for the time period that the three (3) evaluations were missed.)
4. If the immediate supervisor is leaving, the employee's evaluation timeline may be observed as follows:
  - (a) A supervisor leaving the District, within thirty (30) days of the upcoming review date, may complete an evaluation prior to leaving.
  - (b) A supervisor who has changed assignments within the District may evaluate the employee when the evaluation is due. The evaluation cycle shall cover the one (1) year period between the employee's previous and current review dates in which he/she served as the employee's immediate supervisor.
5. In the event an employee's supervisor leaves the District, the employee shall not be evaluated by the new supervisor for a period of six (6) months, unless the employee being evaluated is nearing the end of probationary status. If the former supervisor has not left the District and is available to complete the evaluation, #4(b) above shall apply.

**B. Probationary Employees.** The evaluation of the probationary employee shall be within twenty (20) working days of the end of the third (3rd) and fifth (5th) months of service. (Refer to Article ~~7.4.A, Section 7.4 A~~ (Probationary Period).)

**C.** During the probationary period of a permanent, promoted employee, the immediate supervisor and the employee shall meet at least once in the first thirty (30) days to discuss the expectations of the position. If a permanent, promoted employee who is serving a six (6) month probationary period is not meeting performance standards at three (3) months, there shall be a discussion between the immediate supervisor and the employee by the end of the fourth (4<sup>th</sup>) month to address the areas of concern. If the employee fails to complete probation, see Article ~~11—Section~~ 11.5.C.

**D. All Employees.** An employee may request an evaluation at any time, including when either the immediate supervisor or employee moves to another location. Such an evaluation would reset the evaluation cycle for permanent employees.

**10.6 Additional Evaluations.** The performance evaluation timeline does not preclude additional performance evaluations as conditions merit. Such additional performance evaluations shall not be carried out in an arbitrary or capricious manner. No additional performance evaluation shall be given prior to sixty (60) calendar days from the date the employee received the previous performance evaluation. If the additional evaluation includes a need for improvement or does not meet standards, a plan of action will be included to guide the employee in improving performance in the areas noted.

**10.7 Evaluation Procedure.** As soon as possible, but at least ten (10) working days prior to the evaluation conference, the immediate supervisor shall inform the classified employee of the date of the evaluation conference and offer the opportunity for the classified employee to complete a self-evaluation.

**A. Self-Evaluation.**

1. At least five (5) working days prior to the scheduled evaluation conference, the employee may submit the self-evaluation on the Evaluation Report Form.
2. If the employee elects not to complete the self-evaluation, the employee shall inform the immediate supervisor on or before the deadline date, which is five (5) working days prior to the scheduled conference.

**B. Evaluation Report.** The immediate supervisor shall prepare his/her evaluation for presentation and discussion with the employee, taking into account the self-evaluation completed by the employee, if provided.

**C. Conference.** The immediate supervisor and employee shall meet to discuss the performance criteria, the employee's self-evaluation (if provided), commendations, and possible recommendations for continued training and performance improvement.

**D. Completion of the Evaluation.** Following the conference, the immediate supervisor shall give the completed evaluation to the employee to sign and date, indicating receipt of the evaluation.

The employee shall be given a copy. The employee's signature on the evaluation report shall not be construed to indicate agreement with its contents.

**E.** The employee will have the option of attaching his/her self-evaluation to the manager's evaluation being placed in the employee's official personnel file.

**F. Employee Response.** The employee may, within thirty (30) working days of receipt of the completed evaluation report, forward a written statement of response to the immediate supervisor who shall forward it through designated channels to the Office of Human Resources. The employee's evaluation response shall be attached to the original evaluation and placed in the employee's official personnel file located in the District Office.

**10.8 Plan for Improvement.** When necessary, a Plan for Improvement shall be completed on the mutually agreed upon forms provided by the Office of Human Resources for any instance where job-related performance does not meet standards.

**A.** A specific plan of action should include the following:

1. Measurable goals and specific timelines for meeting those goals;
2. If applicable, indication of the specific assistance or training that will be provided; and
3. A conference at the end of thirty (30) working days to discuss progress on the plan.

**B.** If an additional performance evaluation is being considered to provide feedback, the additional evaluation will be completed no sooner than sixty (60) working days from the date the employee received the plan for improvement.

### **10.9 Unsatisfactory Evaluation - Appeal.**

**A.** If the employee has compelling evidence that the evaluation contains, or is based upon false information, the employee may request, within ten (10) working days of receipt, that the campus Director of ~~Human Resources~~Personnel Services or the ~~District Executive~~ Director of Human Resources and Employee/Employer Relations review the evaluation. If the campus or ~~District Executive~~ Director is the evaluator, a designee will be assigned. The Director will review the appeal, which shall include a conference with the employee as part of the appeal process.

**B.** If the Director concludes that the evaluator intentionally used false information, the evaluation shall be null and void and the process from Article 10.7.A through 10.7.F shall be rescheduled.

**C.** The decision of the campus ~~Personnel HR~~ Director or the ~~District Executive~~ Director of Human Resources and Employee/Employer Relations will be final and not subject to the grievance process.

**10.10 Performance Evaluation Procedures Violations.** Alleged violation(s) of the evaluation procedures (~~Article~~Section 10.7.-A-F) is subject to the grievance process.

**10.11 Evaluation Training.** The District’s Human Resources Department shall provide training to new managers on the administration of the District’s performance evaluation processes. The training session will address the employee/supervisor partnership that supports the meaningful, ongoing process and will include developing a shared understanding of evaluation criteria and establishing performance objectives. All managers will receive periodic training on the administration of the District’s performance evaluation processes.

**ARTICLE 11. VACANCIES, TRANSFERS AND PROMOTIONS.**

**11.1 Definitions.**

**A. In-House Classified Applicant.** A current classified employee, who is occupying a position in which permanency has been attained.

**B. Job Vacancy.** A job vacancy is an unoccupied position that is immediately available, and for which the District will actively recruit.

**C. Lateral Classification Change.** A lateral classification change is a move from an employee’s present position to a position in the same salary range but into a different classification.

**D. Promotion.** A promotion is a change from one classification to another classification at a higher salary range.

**E. Reclassification.** A reclassification is the upgrading of a position to a higher classification as a result of the gradual increase of higher level duties being performed by the incumbent in that position over a period of time. (See Article 12)

**F. Reorganizational Reassignment.** A management-directed reassignment due to the reorganization of staff members 1) to manage increased demands or alter responsibilities after a position has been vacated or 2) to address department or institutional needs.

**G. Transfer.** A transfer is a voluntary or involuntary reassignment of an employee from his/her present position to a new position, within the same classification or to a lower classification.

1. **Voluntary Transfer** – A transfer initiated by the classified employee or initiated by the District with the freely given consent of the classified employee.
2. **Involuntary Transfer** – A transfer initiated by the District without the consent of the classified employee.

**H. Voluntary Classification Reduction.** A voluntary move from one classification to another at a lower salary range.

**I. Y-Rating.** Maintenance of a classified employee’s current salary step and column when the employee moves to a different classification with a lower salary range, until the new salary range catches up with the original salary.

**11.2 Transfer Process Prior to Posting a Job Vacancy.** The District recognizes the interest of classified employees in seeking or agreeing to transfer opportunities. There shall be no reprisal against a classified employee for exploring opportunities for transfer as outlined in the process below:

**A. Voluntary Transfer Process.**

1. When the District Office of Human Resources receives authorization to fill a job vacancy, classified employees who are on the transfer list will be given the opportunity of a lateral (or lower classification) transfer and will be contacted by Human Resources to schedule an interview between the employee and the supervisor. If desired, the supervisor may establish a committee to participate in the interview(s) of those seeking transfer.
2. The supervisor (or committee) shall follow an interview procedure that is fair to all candidate(s) and may include, but not be limited to, appropriate oral presentations, writing samples, or other performance indicators related to the essential responsibilities of the position. The supervisor (or committee) shall evaluate candidates based on knowledge and competence, commitment to service, and potential contributions to the department and District.
3. Meeting minimum qualifications for a position is not a guarantee for receiving a requested transfer.
4. When the supervisor (or committee) conducts interviews, a written record of interview notes shall be maintained. Following consideration of the candidate's strengths and areas of growth as related to the position, the supervisor (or committee) shall forward all documentation to the District Office of Human Resources that indicates a) the transfer is to be offered to the classified employee, or b) the position will be opened for advertising to the general public and the classified employee may apply.
5. If a classified employee is offered a transfer, the employee must respond within twenty-four (24) hours as to whether he/she wishes to accept the position. If the classified employee accepts the transfer, the position vacated by the employee will be opened for transfer. Ultimately, once the transfer process is complete, the resulting vacancy will be opened for recruitment, if necessary, to fulfill the requirements of Title 5.
6. Employees offered a transfer to a different classification or job title than previously held, will be required to serve a six (6) month probationary period. If a transfer is offered in the same classification, there is no new probationary period.

**B. Involuntary Transfer.** In those instances when District management perceives a need to involuntarily transfer a classified employee, the District agrees to give ten (10) working days notice of such transfers, except in the case of an emergency. Such transfers will not be made in an arbitrary, capricious, or discriminatory manner. When requested in writing by the unit member being transferred, the reason for the involuntary transfer shall be provided in writing to the unit member.

### **11.3 Job Vacancy.**

**A. Posting.** When there is a job vacancy, the position announcement shall be posted online for a minimum of ten (10) working days. The position announcement shall include the description of job duties, qualifications required, classification, and wages. A notice of the vacancy shall be distributed in-house for placement on designated bulletin board locations, and a copy of the notice shall be sent to the Federation.

**B. Application.** A classified employee may apply for any announced vacancy. An in-house applicant must satisfy the minimum qualifications announced for the position, and must submit an updated resume (if required), letter of intent (if required), and all the requested application materials.

**C. Interview.** In-house applicants who are deemed by the screening committee to meet the minimum and desired qualifications required for interview for the position shall be interviewed. In addition, classified employees shall be interviewed who meet minimum qualifications and, in lieu of meeting all desired qualifications, have supplied the necessary evidence (see 1 and 2 below) with their application that they have successfully completed the following:

1. The job-training program related to the position (certificate of completion or letter of verification from the training manager); and/or
2. Training related to the position through the Classified Professional Development Program (certificate/transcripts).

**D. Selection.** In the event that an in-house applicant is not offered the position, the reason(s) for the denial will be discussed with the site personnel director at the request of the employee.

#### **E. Search Committee Participation.**

1. Each Management or Administrative search committee shall consist of one (1) classified representative appointed by the Federation. The Federation shall respond to requests for search committee representatives within ten (10) working days.
2. Search committees for classified positions, shall include a proportionate number of classified employees to other committee representatives, meaning that no constituent group shall have a greater number of representatives than classified employees. Further, the search committees shall not include hourly staff and shall not normally include probationary staff. Selection of classified committee members shall be primarily on the basis of knowledge of the requirements of the open position.

**F. Hiring Policy and Procedures Task Force.** The District shall form a Hiring Policy and Procedures Task Force, as needed, to review and make recommendation(s) to improve the District's classified employee hiring procedures. The Task Force will consist of an equal number of District appointed and Federation appointed representatives, as well as other constituencies.

### **11.4 Reclassification or Reassignment as a result of Reorganization.**

**A.** A classified employee may be reassigned to another position at a higher, lower, or equal classification as a result of reorganization. The reassignment will be in accordance with the procedures relative to promotion as outlined in Article 11.5.

**B.** If a classified employee is reassigned to a position at a lower range, as a result of reorganization, she/he shall be Y-rated. The classified employee also shall be given recall rights for a period of up to thirty-nine (39) months to a vacant position in her/his former classification.

**C.** If reorganization results in the displacement of a classified employee, the District recognizes the classified employee’s permanence in his or her former classification, or in an eligible classification, and will place the classified employee in a vacant position if one exists. (See [ArticleSection 11.4.B](#))

**11.5 Probationary Status in Vacancies, Transfers and Promotions.**

**A. Reassignments.** Classified employees reassigned to a former or current classification in which they have held permanency shall not be required to serve a new six (6)-month probationary period.

**B. Transfer and Voluntary Classification Reduction.** A supervisor may waive the new probation period if the employee has previously served a probation period with the same job qualification requirements. During a hiring freeze, a new probation period shall be waived in the event of an administrative transfer or classification reduction.

**C. Failure to Complete Probation.** In the event a regular classified employee accepts a promotion or lateral or voluntary classification change, and does not complete the six (6) month probation, the District will place the classified employee in their previous permanent classification or in an open position most nearly like the position previously held. If a comparable position is not available, the classified employee may be placed in a temporary position, until an open position becomes available at a salary no lower than the previous permanent classification held.

**D. Probation Requirements.**

<b>Change in Assignment</b>	<b>New Probation Requirement</b>
No classification change	No (11.5.A)
Lateral classification change	Yes (May be waived - 11.5.B)
Voluntary classification reduction	Yes (May be waived – 11.5.B)
Promotion	Yes
Reclassification	No
Reorganization	Yes (May be waived – 11.5.B)
Reassignment to Classification Where Permanency was Held	No (11.5.A)

**11.6 Salary Placement.**

**A. Step Placement.**

<b>Change in Assignment</b>	<b>Step Placement</b>
No classification change	Same step placement
Lateral classification change	Same step placement
Voluntary classification reduction	Closest to previous salary
Promotion	Approximately 7.5% increase (11.6.B)
Reclassification	Same step in new classification
Reorganizational reassignment to lower range	Y-Rated (11.1.I)

**B. Promotion.** An employee who receives a promotion shall be placed on the appropriate salary range at a step assuring an increase of at least seven and one half percent (7.5%). If the step placement using this method is lower than would have been recommended if the employee were from outside the District, administration may recommend salary placement as if the employee were an outside candidate. The final determination and recommendation to the Board of Trustees for salary placement rests with the Vice Chancellor of Human Resources.

**C. Reorganizational Reassignment.** Salary step placement for a classified employee who is subject to a re-organizational reassignment shall be carried out as appropriate under ~~Article~~Section 11.6.~~(A)~~, with the following provisions:

1. Reassignment to a lower class will be governed by Article 13,~~Sections and 13.6.B.4.D~~;
2. Reassignment to a lateral class will include the reemployment rights of Article 13.~~7~~;  
~~Section 13.7.~~

**D. Salary Advancement.** The classified employee's effective date of salary advancement will be consistent with the provisions described in Article 19.8.

## **ARTICLE 12. RECLASSIFICATION.**

### **12.1 General Provisions.**

**A.** Permanent employees may request a reclassification review when the employee believes that there has been a permanent accumulation of responsibilities that are above the level of the employee's current classification.

**B.** A reclassification review shall involve the consideration of the following factors: a significant, consistent, and ongoing increase in job content or in the knowledge and skills required to perform the additional duties; increased level of responsibility; increased level of impact of the position within the unit, department, site, or organization; enhanced reporting relationships; increased scope of duties; increased requirement for creativity/innovation; lessening in the level of supervision required or exercised; more time required to perform more complex tasks; more problem-solving required; accountability; higher level responsibilities; greater amount and higher level of independent work required; and greater technical evolution of the job.

**C.** Employees submitting an application for reclassification ~~review~~ for the same position in consecutive reclassification ~~review~~ window periods will need to show a significant change in duties

from the prior request, such that a fresh review is warranted. Employees may not apply for reclassification more than two years in a row.

D. Employees whose positions have been reclassified cannot reapply for another classification review within a 12-month period after the effective implementation date of the reclassification.

E. Probationary employees are not eligible for reclassification.

F. All requests for reclassification will be examined within and between corresponding classifications to ensure internal equity among and between current classifications within the District. When an employee's work has evolved in a way that requires a new classification, that new classification will be reviewed to ensure internal equity with other relevant classifications and pay ranges.

## 12.2 Definitions.

~~A. **Reclassification.** In accordance with California Education Code Section 88001(f), reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position. (See Also Article 11, Section 11.2.E) More specifically, the parties agree that the reclassification process in this Article is intended to apply when there is a twenty percent (20%) or more permanent change in the position that significantly impacts any of the following: The level of responsibility; level of impact of the position on the unit, department or campus; reporting relationships; scope of duties; creativity/innovation; level of supervision received; supervision exercised; knowledge and skills required to perform the additional duties; change in time required to perform more complex tasks; problem solving; accountability; higher level responsibilities; amount and level of independent work required; or technical evolution of the job. All requests for reclassification will be examined within and between corresponding classifications to ensure internal equity among and between current classifications within the District.~~

## 12.3 Applications.

~~**B.A. 12.1 Applications.** Applications to request a reclassification of an employee's current position will be made available through the District Office of Human Resources, in a yearly cycle beginning the first working day of August through the last week of September. Incomplete applications shall not be considered. A complete application shall include:~~

~~**A.1.** A Reclassification Application Form (Appendix L) that specifies:~~

- ~~1a.~~ Specific position information related to how the employee's position has evolved over time and what specific duties are believed to be outside the scope of the currently held classification; and
- ~~2b.~~ A signed statement by the employee as to whether the duties that are the subject of the reclassification request were (a) voluntarily performed by the employee or (b) approved/directed to be performed by the employee's immediate manager; and

~~B.2.A Position Analysis Questionnaire~~An Electronic Position Description Questionnaire (“ePDQ”) (Appendix M) signed completed by the employee requesting reclassification and the employee’s immediate supervisor; and

3. An ePDQ completed by the employee’s direct supervisor.

~~C. The employee’s current job specification and the job specification the employee is requesting placement into; and~~

~~D. A copy of the current organizational chart for the department the employee works in.~~

~~C.B. Reclassification Application Forms shall be submitted by the employee to the District’s Office of Human Resources during the application period specified in 12.5~~12.4~~. However, employees whose positions have been reclassified cannot reapply within a twenty-four (24) month period after the effective implementation date of the reclassification. Probationary employees are not eligible for reclassification.~~

**12.2 — Reclassification Committee.** ~~A District-wide Reclassification Committee shall be established.~~

~~A. Selection and Composition: The Reclassification Committee shall be composed of two (2) classified representatives selected by CFCE and two (2) Human Resources management representatives selected by the Vice Chancellor of Human Resources. Two alternates may also be selected by each side to be used in the event of a recusal or the need for a replacement. —~~

~~B. Term Length: Starting July 1, 2017, committee members shall serve a 3-year term. Committee members and alternates shall receive District mandated training before serving on the Reclassification Committee. Committee members may not serve consecutive terms and must rotate off of the committee at the end of each 3-year term. Alternates serve one-year terms and may serve consecutive terms for up to three years.~~

~~C. Replacement: Should a member of the committee retire, resign, or otherwise leave the employment of the District, or be unable to continue their term due to an unforeseen circumstance, a replacement shall be selected in the same manner as specified in 12.2.A.~~

~~D. Direct Conflict of Interest of Committee Member: Any member that has a “direct conflict of interest” shall recuse themselves from the committee during which time the deliberations and voting on the matter in which they have a direct conflict is occurring. The meaning of “direct conflict of interest” is defined as:~~

~~1. Any Committee member who occupies the same classification of the employee(s) being reviewed.~~

- ~~2. Any Committee member who has the responsibility of immediate supervision of the employee(s) scheduled for review.—~~
- ~~3. Any Committee member whose own personal request is being reviewed by the Committee.~~
- ~~4. Any Committee member who is personally related by blood or marriage/domestic partnership/or living in the same household with the employee making the classification or reclassification request.~~
- ~~5. Any Committee member who self-identifies that a conflict of interest exists for personal reasons.~~

~~An alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal.~~

**12.43 Preliminary Review by Human Resources.** When three ~~(3)~~ or more of the applications for reclassification are received from employees in the same job classification or when fifteen percent ~~(15%)~~ or more of the classification is requesting reclassification in unusually small or large classifications, the District Director of Human Resources and Recruitment and Employment Services will review, in a timely fashion, those applications to determine if there is a compensation/allocation issue versus a true condition for reclassification.

In the event that a requesting employee and the employee's immediate supervisor are in agreement that the employee is performing duties at a classification higher than the current classification, and the employee is performing those duties at the request of the supervisor, the reclassification request will be forwarded to the Vice-Chancellor of Human Resources for immediate review. If the Vice-Chancellor approves the request, the reclassification approval will be presented to the Board of Trustees for ratification at the next opportunity.

If the contents of the applications suggest a compensation inequity rather than an actual change in the assigned work, ~~the District Office of Human Resources will recommend to the Reclassification Committee that the applicants~~the application shall be removed from the reclassification process and ~~that~~ a compensation study will be performed for the job classification. Board approved comparable districts will be used for such studies.

**A.** Applicants who move into a compensation study will be notified that their applications will be removed from the reclassification process and that a compensation study will be performed.

**B.** When feasible, the timeline for completing the compensation study will be consistent with the reclassification timeline in ~~12.412,5~~ of this article.

**C.** Decisions regarding increasing compensation will be based on achieving a median point in comparison to the comparable districts.

**12.412.5      **Reclassification Timeline\*****

08/01 through 09/30	Application period
10/01 through <del>12/10</del> <u>10/31</u>	Human Resources application review. Managers notified of requests for reclassification review.
<del>01/10</del> <u>11/1</u> through <del>12/15</del> <u>02/15</u>	District Director, Human Resources and Recruitment and Employment Services reviews complete applications, conducts initial analysis, and generates a preliminary rating.
<del>02/15</del> through 04/15	<del>Committee reviews applications, conducts interviews, deliberates and forms recommendations for the Vice Chancellor of Human Resources.</del>
<del>04/16</del> <u>12/16</u> through <del>1/15</del> <u>05/15</u>	Vice Chancellor of Human Resources approves or rejects the recommendations <del>of the Committee</del> and then notifies applicants of decision.
<del>05/16</del> <u>1/16</u> through <del>2/15</del> <u>05/31</u>	Reevaluation Request period (not less than ten (10) working days).
<del>06/01</del> <u>2/16</u> through <del>3/31</del> <u>06/30</u>	Reevaluation of <del>all of the</del> materials and interviews take place with the Vice Chancellor of Human Resources, <u>the Federation Presidnet, and the District Human Resources representatives as identified by the Vice Chancellor of Human Resources for employees who requested reevaluation.</u>
<u>April</u>	Approved reclassifications are submitted to the Board of Trustees for ratification.
<del>07/01</del> <u>5/1</u>	Implementation of approved reclassifications and compensation alignment if applicable.

\*If any of the above deadlines fall on a weekend or holiday, the deadline shall be deemed to be the following business day.

#### **12.512.4      **Reclassification Process.****

##### **A. Human Resources Application Review**

1. All Reclassification Applications received by September 30 (or following business day if falling on a weekend or holiday) will be reviewed by Human Resources to determine (1) if the application is complete and (2) that the duties provided for analysis are not currently within the employee's current job specification.
2. Human Resources shall notify the manager (in writing) of employee(s) who have submitted a completed application for reclassification. Managers will be asked to complete an ePDQ for any employee(s) under their supervision requesting

~~reclassifications submit any information related to the request that they would like the committee to consider.~~ The manager's ~~statement~~ PDQ must be signed by an area administrator at the vice-president level or above.

3. All applications identified by Human Resources as incomplete will be returned to the employee to complete and resubmit through the application deadline. After the application deadline, the District Director of Human Resources and Recruitment and Employment Services will notify employees with incomplete applications that their application is rejected from the reclassification process.
4. The District's assigned Human Resources employees will review and score the Electronic Position Description Questionnaire (Appendix M). The ePDQ is designed to collect job information and asks detailed information about facets of a job. Responses to the questions are assigned a point count based on several mitigating factors. The values are summarized to provide a total score for the job. The score is then compared to a range of similar scores that are assigned to a salary range.
5. The District's assigned Human Resources employees may interview the employee and/or manager, by phone or in person, in order to verify the information provided by the ePDQ.
6. A preliminary salary range classification will then be determined by the District's assigned Human Resources employees.

#### ~~B. Committee Application Review~~

1. ~~All complete applications will have an initial rating conducted by the District Director of Human Resources and Recruitment and Employment Services using the licensed job measurement tool and will then be forwarded to the Reclassification Committee.~~
2. ~~The Reclassification Committee will divide into sub-committees of one classified committee member and one Human Resources management member to conduct a thorough review.~~
3. ~~The review shall include interviews and additional analysis in order to gain sufficient information about the position. Each employee will be interviewed by one Human Resources management representative and one classified representative from the committee. Employees will be asked a series of questions developed by Human Resources and the committee. Employees will be interviewed individually, followed by their manager, and may have a follow-up interview with the committee, if the committee deems it necessary.~~
4. ~~The committee shall then review the employee's application, Position Analysis Questionnaire (Appendix M), written material (if any) submitted by the manager, and verify the factual information that will be applied to the licensed job measurement tool.~~

~~Human Resources will apply the analytics from the committee recommendations (if any) to the job measurement tool.~~

- ~~5. At a separate meeting, the committee will discuss the rating results of their recommendation(s) and will vote to recommend or not recommend the reclassification result to the Vice Chancellor of Human Resources citing the specific job duties, data, and analytics the committee relied upon and applied in forming its recommendation.~~
- ~~6. If the committee recommendation is to deny the reclassification request, the committee shall identify higher level duties for removal from the employee's assignment, if any, and may recommend any appropriate out of class pay to be considered for a period not to exceed the previous twelve (12) months. In order to qualify for out of class pay, the out of class period and range must be specifically identified and there must be verification that the individual actually performed the duties above their current job classification a minimum of twenty percent (20%) of their assignment.~~
- ~~7. If the committee is unable to reach consensus on an application, the committee shall meet with the District Director of Human Resources and Employee/Employer Relations, who shall cast the deciding vote.~~

**BC.** Vice Chancellor of Human Resources Review and Determinations

1. The Vice Chancellor of Human Resources shall review all reclassification application materials, JB Rewards and ePDQ analytics, ~~and committee recommendations.~~
2. The Vice Chancellor of Human Resources shall make the final determination as to which applications warrant reclassification and shall notify each applicant in writing. If the decision is to confirm the recommendation to deny the reclassification request, the Vice Chancellor shall indicate whether there are higher level duties that should be removed from the employee's assignment and whether there is any appropriate out of class pay to be considered for a period not to exceed the previous twelve ~~(12)~~ months.

~~If the Vice Chancellor denies a recommendation of the committee to approve a reclassification, the reclassification committee shall be notified of the denial within five working days. The reclassification committee shall then issue a recommendation within five working days identifying higher level duties for removal from the employee's assignment, if any, and may recommend any appropriate out of class pay to be considered for a period not to exceed the previous twelve (12) months. In order to qualify for out of class pay, the out of class period and range must be specifically identified and there must be verification that the individual actually performed the duties above their current job classification a minimum of twenty percent (20%) of their assignment.~~

**12.512.6** **Reclassification Reevaluation Process**

In the event that an employee requesting reclassification disagrees with the determination of the Vice Chancellor of Human Resources, the following procedure will be followed:

A. The employee will have ten (10) working days following receipt of the determination to file a request for reevaluation to the Vice Chancellor of Human Resources. The Federation President or his or her designee shall be in attendance at the time the Vice Chancellor of Human Resources meets with the employee. The employee may make a personal presentation and the employee will be provided with time away from their assignment to attend the meeting. If the employee is a member of the Office of Human Resources staff, the reevaluation request will be conducted by the Vice Chancellor of Administrative Services or designee.

B. The Federation President shall be provided all application materials, interview notes, and a summary of ~~the committee~~ District Human Resources' recommendations at the same time as notification to applicants. The employee may have the assistance of the Federation President in the reevaluation process.

C. Within fifteen (15) working days of receiving the reevaluation request, the Vice Chancellor of Human Resources will make a final determination after meeting with the employee, if the employee desires. A written response will be sent to the employee and the Federation President. The Vice Chancellor of Human Resources will consult with the immediate supervisor or area manager and District Human Resources employees assigned to review reclassification requests before making a final determination. The decision of the Vice Chancellor of Human Resources shall be final.

**12.612.7 District Reclassification Decisions.** The reclassification decisions of the District shall not be subject to the grievance procedure of this Agreement.

**12.712.8 Reclassification Forms.** Reclassification forms will be available on the District intranet (Navigator/Sharepoint).

## **ARTICLE 13. LAYOFF PROCEDURES & REEMPLOYMENT RIGHT**

### **13.1 General Provisions.**

The District may lay off employees for lack of work or lack of funds based on a decision of the Governing Board, which is not subject to the collective bargaining process. The District will notify the Federation of the layoff as much in advance as possible, but no less than ten (10) calendar days prior to the written notification of a layoff to employees. The Federation retains its right to negotiate the impact of the layoff decision for matters within the scope of collective bargaining. Should layoffs be required, the District shall in every way possible preserve the rights of the individual employees.

Notification to employees affected by layoff shall be no less than forty-five (45) calendar days prior to the effective date of the layoff and shall be informed of their reemployment rights and displacement rights, if any. In the event of a fiscal catastrophe or disaster resulting in the closure of a College or the District, notice of layoff may be reduced as allowable pursuant to Education Code Section 88017(d).

### **13.2 Definitions.**

**A. Layoff.** Layoff is the cessation of an employee's regular classified assignment due to lack of work or lack of funds (per Education Code Section 88001). This may include any reduction in hours

of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

**B. Bumping.** Bumping is based on seniority (See Article 13.2, Section G) and is the displacement of a less senior employee by a more senior employee, and is determined by length of service within the current and/or prior classification.

**C. Classification.** For the purposes of Article 13, classification is a term that defines those positions in the classified service according to a designated title, a specific set of duties (job description/specification), a salary range, and a regular minimum number of hours per day, days per week, and months per year.

**D. Lateral/Equal Classification.** Any position that holds the same salary range on the current salary schedule.

**E. Lower Classification.** A position in a lower salary range on the current salary schedule.

**F. Higher Classification.** A position in a higher salary range on the current salary schedule.

**G. Seniority.** Employees shall accrue seniority for hours spent in a paid service, exclusive of overtime, in a given classification. Seniority shall be determined by the length of service within a current and/or prior classification.

1. **Movement from General Funded Position to Categorical or Grant Funded Position.** Permanent employees who transition from a general funded position to a categorical or grant funded (i.e., soft money) position retain rights to return to classifications previously held, based on seniority.
2. When the District acts to reorganize and two (2) or more classifications are merged or titles are changed and the previous classification is abolished, the seniority of regular reclassified employees will be computed from the date of earliest entrance into the abolished classification(s). When a portion of the classified employee's position(s) within the classification is reclassified, seniority in the new classification begins at the time of employment in the new classification.
3. Seniority shall terminate when an employee retires or resigns and does not return to work within thirty-nine (39) months or is discharged for cause.

**H. Length of Service.** Total hours of service in paid status, excluding overtime, in any classification in which the employee has worked. Hours in paid status shall not be interpreted to mean service performed prior to entering a probationary or permanent position as a classified employee of the District.

**I. Regular Employee.** An employee who has probationary or permanent status.

**J. Permanent Employee.** An employee who has passed the required probationary period for

his/her classification.

**K. Reemployment.** Reemployment is a provision whereby an employee who has been laid off or has, in lieu of layoff, voluntarily accepted a demotion or reduction in hours, has preferential rights to employment in a vacant position or in classification(s) previously held, based on seniority.

**L. Short-Term Employee.** A person who is employed to perform a service for the District whose assignment shall not extend beyond one hundred sixty (160) days in a fiscal year as specified in Article 7.2.E.

**M. Y-Rated.** Maintenance of a classified employee's current salary when the employee moves, in lieu of layoff, to a different classification with a lower salary range. The original salary does not increase until the salary in the lower classification catches up to the employee's original salary.

### **13.3. Order of Layoff.**

When a classified employee is laid off, the order of layoff within the classification shall be determined by seniority. The classified employee with the least number of hours in paid status, within the current classification and higher classes in which the employee has worked, shall be laid off first. Reemployment shall be in the reverse order of layoff.

A classified employee may not be laid off if a short-term/employee is retained in the classification to render a service that the classified employee is qualified to render (per Education Code Section 88017). This citation does not create a forty-five (45) calendar day layoff notice requirement for any individual hired as a short-term /employee.

Any contracting out of laid off services must comply with Education Code 88003.1.

### **13.4 Written Notice of Layoff.**

The District will make every reasonable effort to notify an employee of a potential layoff as soon as possible, but not less than forty-five (45) calendar days prior to the effective date of layoff (except as noted in ~~ArticleSection~~ 13.1); the District shall provide written notice to the employee, informing her/him of reemployment rights, displacement rights, if any, and the right to collect unemployment benefits. Such notice shall specify the reason(s) for layoff and identify the employee by name, classification, and work location.

**A.** An employee who is on duty shall be notified by an in-person delivery of a written notice of layoff. Every effort will be made to meet privately and discreetly with the employee. The employee will be asked to sign an acknowledgement of receipt of the written notice of layoff. The forty-five (45) calendar day notice period will begin on the date the employee is notified, whether or not the employee verifies receipt of the written notice of layoff.

**B.** Employees who are on a leave of absence, vacation, industrial accident leave, sick leave, or otherwise unavailable in person for delivery, shall be notified of layoff by certified mail.

1. The first day of the forty-five (45) calendar day period shall be the next succeeding

calendar day following the date of delivery or attempted delivery of the notice by certified mail.

2. The notice of layoff shall be sent to the most recent address on file with the Office of Human Resources. It shall be the responsibility of the employee to keep the Office of Human Resources informed on how and where the employee may be contacted.
3. Should the certified letter be returned after attempted delivery has been made, it shall be deemed that the employee has been notified of layoff and the layoff shall be effective as of the end of the specified forty-five (45) calendar day period.

**C. Specially-Funded Programs.** Employees in specially-funded positions under Section 88017(a) of the Education Code must be notified on or before April 29 if funds will run out by June 30. Notification to the Federation shall be made concurrently. However, if the termination of the specially funded program is other than June 30, notice must be given not less than forty-five (45) calendar days prior to the effective date of layoff.

The District is excused from providing forty-five (45) calendar days notice when a layoff for lack of funds is caused by an actual and existing financial inability to pay the salaries of classified employees or a layoff for lack of work is the result of an event or causes that the governing board could not foresee or prevent (per Education Code Section 88017(d)(1-2)).

### **13.5 Employee Options After Receipt of Written Notice.**

An employee whose position is being eliminated, whose schedule is being reduced, or who is being displaced, may elect layoff or may elect to become a candidate for possible reassignment to another position as described in ~~Article~~the sections 13.6 through 13.10. The District and noticed employee(s) must adhere to the following timeline:

**A.** Within five (5) working days following written receipt of notice of the elimination of a position, reduction of schedule, or displacement, the employee shall notify the Office of Human Resources of her/his preference of layoff or reassignment. The day of notice is not counted as one of the five (5) days. Employees who have been notified and are on duty shall respond in writing to the District Office of Human Resources before 5:00 p.m. of the fifth (5<sup>th</sup>) working day.

**B.** Employees who are on a leave of absence, vacation, industrial accident leave, or sick leave shall have fifteen (15) calendar days from the date of notice, or until 5:00 p.m. on the day of return to duty, whichever is sooner, to inform the Office of Human Resources of this decision.

**C.** If notice of preference is not received from the employee under 13.5 A or B, as applicable, then the action to layoff will proceed.

### **13.6 Order of Layoff Options.**

#### **A. Employee Displacement (Bumping).**

1. When an employee's position is eliminated or the employee is displaced, the employee

identified for layoff has the right to bump only into a classification currently or previously held.

2. The employee will first bump into the current classification and then into other classifications previously held. This bumping pattern may force the less senior employee into the next lower classification previously held.
3. Seniority in a lower classification shall be computed on the basis of hours of paid service in the higher classification(s) plus hours of paid service in the lower classification(s), including hours worked while in a probationary status.
4. In the event an affected classification requires state mandated licensure or certification, the employee with seniority will be required to meet the state requirements within state mandated time periods.
5. The District shall maintain a seniority roster for all regular classified employees. A copy of the updated roster shall be sent to the Federation in October of each year.

**B. Reassignment to Another Position.** When an employee is being reassigned in lieu of layoff, the following sequence shall apply:

1. **Current Classification** – A position in the employee’s current classification;
2. **Lateral/Equal Classification** – A position in a lateral classification previously held;
3. **Higher Classification** – a position in a higher classification previously held in which there is verification that the employee was not demoted for cause; or
4. **Lower Classification** – A position in a lower classification previously held.
  - a. Should classified employee(s) in the position(s) first described above have more seniority than the candidate for reassignment, that candidate shall be reassigned to position(s) described consecutively in this Section. Should all employees in positions described in this Section have more seniority than the candidate for reassignment, that candidate would be laid off except as provided in [ArticleSection 13.6.C](#).
  - b. Employees reassigned under this Section will be placed in positions as defined in [ArticleSections 13.6.B](#) above, whose incumbents have least seniority, in the following order:
    - (1) Same proportion of full- or part-time (hours per day) and same proportion of contract months per year;
    - (2) Same proportion of full- or part-time (hours per day) but fewer contract months per year;
    - (3) Same proportion of full- or part-time (hours per day) but more contract months

- per year;
- (4) Different proportion of full- or part-time hours and same contract months;
  - (a) Fewer hours per day to a minimum of fifty percent (50%) assignment;
  - (b) More hours per day to a maximum of a one hundred percent (100%) assignment;
- (5) Different proportion of full- or part-time hours and different proportion of contract months. Consideration of hours is to be handled as in preceding ~~ArticleSection~~ 13.6.B.4.b.
  - (a) Fewer contract months;
  - (b) More contract months.
- c. An employee accepting a reassignment in lieu of layoff to a position in which she/he previously held permanency shall not serve a new probationary period.
- d. **Salary Placement.** An employee who accepts a reassignment to a lower classification in lieu of layoff shall be Y-rated.

**C. Assignment to a Vacant Position.** An employee who is qualified may be assigned by the District to a vacant position if the employee is unable to exercise any rights under ~~ArticleSection~~ 13.6 of this ~~a~~Article. The following conditions shall prevail:

1. The District shall determine which positions are vacant;
2. The District shall determine if the employee's qualifications are compatible with the minimum qualifications for the vacant position to be assigned in lieu of layoff;
3. An employee assigned to a vacant position, not previously held, shall serve a new six-(6) month probationary period;
  - ~~(a)-~~ If the employee successfully completes the probationary period, the employee will be permanent in the new classification, but will not have waived the thirty-nine (39) month recall right to the former classification.
  - ~~(b)-~~ An employee who is separated from a newly assigned position during the probationary period returns to layoff status. The time served in the probationary period will be subtracted from the thirty-nine (39) months to which the employee was originally entitled.
4. If a vacant position exists that is funded and open for recruitment as determined by the District, an assignment to that vacant position will be offered at the time of layoff notice. An employee still will be considered for the recall rights, under subsection 13.7.A.
5. No grievance may be filed based on an alleged violation, misinterpretation, or misapplication of ~~ArticleSection~~ 13.6.-(C).

**D. Voluntary Reduction in Hours.** Employees who take voluntary reductions in assigned time in lieu of layoff shall be recalled to positions in their class with increased assigned time in order of seniority. Such employees who take voluntary reductions shall have an additional twenty-four (24) months available for recall to positions in their classification in addition to the thirty-nine (39) month period covered in 13.7.A.1.

**E. Retirement in lieu of Layoff.**

1. Regular employees with at least five (5) years of service credit under the Public Employees' Retirement System who are fifty (50) years of age or older, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit an application for retirement to the Public Employees' Retirement System. Notification in writing shall also be forwarded through the supervisor to the Office of Human Resources.
2. **Reinstatement from Retirement.** Any person subject to layoff for lack of work or lack of funds electing service retirement shall be placed on an appropriate thirty-nine (39) month reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System that the retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently offered reemployment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.

**13.7 Layoff and Reemployment Rights.**

**A. Recall Rights.**

Subject to the availability of a vacant position for which he/she is qualified, the laid off employee has the right to reemployment.

1. -A classified employee laid off because of lack of work or lack of funds is eligible for reemployment for a period of thirty-nine (39) months. These employees shall be ranked in seniority order and reemployed in preference to new applicants, without further qualifying examination, as a regular employee in an equal, higher or lower classification in which they hold seniority. Individuals on the 39-month recall list due to layoff for lack of work or lack of funds shall be considered to have an employment relationship with the District and shall be eligible to apply for available posted positions.
2. -If an employee is laid off as a result of a general cutback or reduction in force, she/he has the right to be recalled to any vacant position for which she/he is qualified. Qualification standards, such as licenses and job specifications for any position, shall be determined by the District and qualification standards shall be applied with equity. An arbitrator may not set aside the decision of the District as to a particular qualification standard in any particular case, so long as the standard is reasonably related to the job

requirements and it was not used in bad faith to discriminate against the grievant.

**B. Reemployment Offer.** An employee shall be offered reemployment in the same sequence as outlined in ~~ArticleSection~~ 13.6.B ~~of this a~~ Article.

**C. Recall Procedure – Layoff.**

1. The Office of Human Resources shall notify an employee in a layoff status of an offer to return to work using certified mail. Certified letters will be forwarded to the last address provided to the District by the employee. It shall be the responsibility of the employee to keep the District informed of his/her latest mailing address.

The employee shall have up to ten (10) working days from the postmarked date of the notice to accept or decline the position being offered. Failure to reply within ten (10) working days will be considered a refusal.

2. Employee options for accepting or refusing reemployment offers:
  - a. **Same classification and hours.** If the employee is offered title to title (or the equivalent if title no longer exists), reemployment with the same number of hours, he/she has the option to accept the offer or reject it, but after refusing two (2) such offers, the employee shall have relinquished all reemployment rights.
  - b. **Different classification and/or fewer hours.** If the employee is offered reemployment in a lower classification or with fewer hours or both, the employee may accept or refuse the offer. If the employee accepts such an offer, she/he will remain on the 39-month list, until the period has exhausted, in the event a position in the previously held classification and/or number of hours becomes available.
  - c. **Relinquishment of reemployment rights.** If the employee has rejected two (2) offers under 2a, or three (3) offers under 2b, or one (1) offer under 2a plus two (2) offers under 2b, the employee shall have relinquished all reemployment rights with the District.
3. If the employee in a layoff status accepts the position being offered, the employee shall have up to ten (10) working days from the postmarked date of the notice to report for work. This does not preclude an employee from returning to work in fewer than ten (10) working days. Should the employee fail to report back to work within ten (10) working days, all reemployment rights are relinquished.
4. Should compliance with the ten (10) working days requirement be precluded by circumstances beyond the control of the employee, a reasonable extension of time may be granted by mutual agreement between the District and the Federation.

**13.8 Maintenance of Benefits after Layoff.**

**A. Maintenance of Benefits – Layoff.** Employees who have one (1) or more years of

continuous service with the District in a regular classified position and who are laid off shall have medical, dental, vision, and life insurance benefits (see Article 20) continued at District expense at the rate of one (1) month for each continuous year of service up to a total of six (6) months. The aforementioned benefits will be continued at the same level as in force prior to the layoff.

**B. Maintenance of Benefits – Reduced Assignment.** Classified employees who have one (1) or more years of continuous service with the District, who accept reduction in assigned time that affects benefits, shall continue to participate in the same program of medical, dental, vision, and life insurance benefits in force for active employees (see Article 20), at the rate of their full-time equivalence (FTE) for eleven (11) months following the month in which the reduction occurs.

**C. Maintenance of Benefits – Employee Option.** Employees who are eligible for, and participating in, the District-sponsored insurance program at the time they are laid off, or at the time District paid benefits cease in accordance with ~~ArticleSection~~ 13.8.A and ~~ArticleSection~~ 13.8.B, above, have the option of retaining the insurance benefits at their own expense as long as they remain on the recall list and do not accept employment with another employer who provides such benefits.

**D. Recall – Restoration of Benefits (Industrial Accident Leave, Longevity, Step Increments, Sick Leave and Vacation).** Employees recalled within thirty-nine (39) months shall have insurance benefits, as provided by the District, effective the first day of the month following the first day of reemployment. All other rights shall be restored.

### **13.9. Exhaustion of Leave and Reemployment Rights.**

**A.** When an employee has been placed on the 39-month list due to exhaustion of leave, (see Article 17), the employee's reemployment, after providing a medical release to return to work, shall take preference over all other applicants, except for those laid off for lack of work or lack of funds. In these instances, the thirty-nine (39) month employee shall be ranked among any who have been laid off for lack of work or lack of funds, according to seniority hours.

**B.** An employee who has been placed on a reemployment list due to exhaustion of leave allowance, who has been medically released for return to duty and who fails to accept an offered assignment in the same classification with the same number of hours shall be severed from the District.

### **13.10 Special Circumstances.**

Should circumstances not otherwise covered be identified during the displacement or reemployment processes; for example, if an employee's previous classification has been eliminated, reclassified, or subdivided, it shall be the responsibility of the Vice Chancellor of Human Resources or designee to place the individual within a classification and a salary level most nearly like the position previously held by the employee.

## **ARTICLE 14. HOURS AND OVERTIME.**

**14.1 Regular Work Schedules and Workday.** The work schedule shall be forty (40) hours per week. The workday shall be eight (8) hours, except as otherwise stipulated in this ~~a~~Article. These

provisions do not restrict the extension of a regular workday or work schedule on an overtime basis when such is necessary to carry on the business of the District, subject to the provisions of this ~~a~~Article.

**14.2 Other Work Schedules.** The District may establish a workday other than eight (8) hours per day (e.g., 9/80, 4/10, 4/9 and 1/4, including a flexible schedule).

A. Holidays will be paid for the same number of hours as the employee's scheduled workday and under the provisions of Article 16.

B. A compensatory day will be granted for a holiday that would have normally fallen on a scheduled workday but falls on a day off under a 4-10 or modified work schedule. In such cases, the overtime rate will be paid for all work in excess of the scheduled ten (10) hour workday or forty (40) hour work week. (See Appendix B for Flex guidelines).

**14.3 Work Week.** A regular work schedule shall consist of not more than five (5) consecutive working days for any employee having an average work day of four (4) hours or more during a work week. A regular work schedule of five (5) consecutive days may begin on any day of the week and at any hour of the day.

**14.4 Changes to Employee Schedules.**

A. Changes involving Saturday and/or Sunday

1. No unit member shall be required to change his or her workweek to include Saturday or Sunday without his/her written consent when that work is a result of the District adding Saturday and Sunday classes. If there are changes in the State law, the language in this Section will be modified to reflect current law.
2. No unit member shall be assigned Saturday or Sunday work if the employee objects in writing that the assignment would conflict with his/her religious beliefs or practices.
3. Enactment of parts A.1 and A.2 of this ~~s~~Section shall cause no change or disruption in existing work schedules that may already include Saturday or Sunday as regular workdays.

B. Permanent changes to an employee's regular work schedule shall not be made in an arbitrary or capricious manner. Regular classified employees shall have assignment preference over short-term employees in the regularly scheduled departmental shifts. If two (2) or more regular classified employees request the same shift, the assignment shall be offered in the order of seniority. However, unresolved, previously discussed performance issues can be a determining factor in the decision and may take precedence over seniority. If the manager offers the assignment to a less senior employee, the manager will explain the decision to the employee with seniority. If the classified employee requests the decision in writing, the manager will provide a written explanation of the assignment decision within five (5) working days of the request.

C. Should changes to an employee's regular work schedule need to be made, consultation between the supervisor and the employee shall take place as soon as the need for change is determined and no less than ten (10) working days prior to the implementation of the change.

D. When the employee presents reasonable justification that the change will create a verifiable hardship, other qualified employees in the same department, should they exist, shall be offered the new schedule on the basis of seniority. If no volunteers come forward, the least senior classified employee of the same department and classification, who is qualified, shall be given the changed schedule.

E. The employee who actually has a schedule change will receive at least ten (10) working days notice prior to having the hours of the regular schedule changed after consultation between the employee and supervisor. If the District fails to provide proper notice to the employee or violates Article 14.3, the employee shall either be paid at one and one half (1.5) times his/her daily rate from the date the employee should have been notified to the date the change is implemented, or the District may delay the implementation of change to accommodate the ten (10) day notice provision.

#### **14.5 Fluctuating Daily Schedule.**

A. Employees may have a fluctuating schedule due to the demands of the job. The supervisor will explain to the employee the need for the change in hours. The employee will receive at least forty-eight (48) calendar hours notice prior to having the hours of the regular schedule changed after consultation between the employee and supervisor. The days of the work week may be changed with seven (7) calendar days notice to the employee. A fluctuating schedule shall not be implemented to avoid the payment of overtime.

B. An employee on a fluctuating schedule whose regular schedule has been adjusted shall have a rest period of at least ten (10) hours between the end of the assignment on one day and the time scheduled to report to work on the next day.

An employee receiving less than a ten (10) hour rest period will receive, in addition to any other compensation, the regular overtime rate for all time worked prior to the completion of the tenth (10<sup>th</sup>) hour from the end of the previous day's assignment. For example, if an employee finishes the day's work at 11:00 p.m. and is required to begin work again at 7:00 a.m., the employee has received only an eight (8) hour period of rest. Two (2) hours of overtime would be paid the employee for the hours of 7:00 a.m. to 9:00 a.m., as outlined in ~~ArticleSection~~ 14.98 as to rate of pay.

Provision 14.5.~~(B)~~ shall not apply if the employee initiates a request for a short turnaround and the supervisor agrees.

C. An employee on a management-initiated fluctuating schedule shall receive a differential in accordance with ~~ArticleSection~~ 14.7.~~(A)~~ (Fluctuating Schedule). If the employee on a fluctuating schedule is eligible for other differential compensation, the employee will receive up to a maximum of ten percent (10%) total differential rate for the entire work assignment.

D. This Section shall be applied only to those classes whose duties require fluctuations in daily working hours.

E. Interpreters for the deaf shall be excluded from provisions of this Section.

**14.6 Definition of Shifts.** The workday is eight (8) hours (except as otherwise provided) and may begin at any hour of the day.

**A. Day Shift.** When over sixty percent (60%) of the time worked in a position falls between 8 a.m. and 5 p.m., the position shall be designated as a day shift position.

**B. Swing Shift.** When forty percent (40%) or more of the time worked in a position falls between 5 p.m. and midnight, the position shall be designated as a swing shift position.

**C. Graveyard Shift.** When forty percent (40%) or more of the time worked in a position falls between midnight and 8 a.m., the position shall be designated as a graveyard shift position.

**D. Split Shift.** When forty percent (40%) or more of the working days are broken by an interval of two (2) or more hours (without pay), the position shall be designated as a split shift position.

**E. Weekend Shift – Full.** When forty percent (40%) or more of the time worked in a position falls between 12:01 a.m. Saturday and ~~12:00 a.m.~~11:59 p.m. Sunday, the position will be described as a full weekend shift.

**F. Weekend Shift – Partial.** When twenty percent (20%) or more of the time worked in a position falls between 12:01 a.m. Saturday and ~~12:00 a.m.~~11:59 p.m. Saturday, or between 12:01 a.m. Sunday and 11:59 p.m. on Sunday, the position will be described as a partial weekend shift.

**G. Fluctuating Shift –** When the regular schedule of the employee consists of differing hours or days from one day to the next or one week to the next.

**14.7 Shift Differential.**

**A. Shift differentials are as follows:**

<b>Shift</b>	<b>Add to Base Salary</b>
Day	0%
Swing (40% after 5 p.m.)	5.0%
Graveyard (40% after midnight)	7.5%
Split (minimum 2-hr break)	2.5%
Weekend Shift – Partial	2.5%
Weekend Shift – Full	5.0%
Fluctuating Schedule	3.0%

**B.** An employee whose regular assignment is on the swing, graveyard, weekend, or split shift, and who is temporarily assigned to another shift not entitled to differential compensation, will not lose the differential payment for the regular assignment unless the temporary assignment is twenty-two (22) consecutive working days or longer. If a temporary schedule change results in a shift assignment that carries a differential, or a higher differential, for five (5) consecutive working days or longer, the employee shall receive the higher differential for the total period.

C. An employee whose regular assignment is a combination of more than one of the shift differentials defined above or split shift, and who is temporarily assigned to another shift entitled to differential compensation, will receive up to a maximum of ten percent (10%) differential rate for the entire work assignment. Those employees who are hired prior to July 1, 1999 shall not be affected by 14.7(C).

#### **14.8 Meal/Lunch Periods.**

A. Bargaining unit employees are guaranteed an uninterrupted, duty free meal/lunch period. Meal/Lunch periods are sixty (60) minutes in length, except for flex schedules, but may, with the consent of the employee and the immediate supervisor, be thirty (30) minutes in length. No employee shall be required to work for a period of more than five (5) consecutive hours without a meal/lunch period, except that when a work period of not more than six (6) hours will complete the day's work, the meal period/lunch break may be waived by mutual consent of the supervisor and the employee.

B. If an employee's meal/lunch period is interrupted by the immediate supervisor or a person in higher authority, the employee is entitled to extend the meal/lunch period that day by thirty (30) minutes in addition to the time spent carrying out the duties required.

C. Bargaining unit employees working in the classifications of Campus Security Officer, Lead Campus Security Officer, and/or Campus Security and Technical Operations Support Officer, who work more than five (5) hours per day, shall be assigned a paid thirty (30) minute "on duty" meal period. The "on duty" meal period will be paid at the employee's regular rate of pay. Employees holding the classifications listed herein serve as emergency responders and are required to remain on-site, or within proximity to the site that allows for a less than three (3) minute response time if called to assist with an emergency during the meal period. In addition to receiving compensation for the "on duty" thirty (30) minute meal period, employees in these classifications, who are called to respond to an emergency during the meal period, will also be afforded a thirty (30) minute extension of the meal period that day in addition to any time spent carrying out the duties required.

**14.9 Overtime.** The District agrees to compensate employees at the rate of one and one-half (1½) times the employee's regular rate of pay (including shift differential) for each hour of work in excess of eight (8) hours work in one day or forty (40) hours in one week. The District agrees to compensate employees at the rate of two (2) times the employee's regular rate of pay (including shift differential) for each hour of work in excess of twelve (12) hours in one day. (Exception: any approved Plan such as 4/10, 9/80, etc.) No overtime will be paid unless approved in advance by the appropriate supervisor, unless circumstances make obtaining prior approval impossible, primarily in emergencies. In such cases, the employee may submit the overtime to the supervisor and the supervisor will determine whether overtime without prior approval is to be paid.

In lieu of overtime pay, the employee may choose to receive compensatory time for the approved overtime hours worked, (one and one-half (1½) hours of time for every hour of work or two (2) hours

of time for every hour of work in excess of twelve (12) hours in one day). The request for compensatory time in lieu of overtime pay must be made at the time overtime hours are worked; such a decision is irrevocable. Compensatory overtime hours worked will be reported via timecard with copies maintained by campus Personnel (if applicable) and District Payroll.

**14.10 Assignment of Overtime.** An employee may refuse overtime work, except in case of emergency as defined in Article 3.2 of this contract. The District shall make every attempt to distribute the overtime work evenly among the qualified, regular classified employees who agree to work overtime. If a scheduling problem exists, seniority on a rotating basis shall prevail. Remaining overtime assignments may be offered to short-term employees.

**14.11 Average Workday of Four (4) Hours or More.** Employees having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day following the commencement of their work week at a rate equal to one and one-half (1½) times their regular rate of pay (including shift differential).

**14.12 Average Workday of less than Four (4) Hours.** Employees having an average workday of fewer than four (4) hours during the work week shall be compensated for any work required to be performed on the seventh (7<sup>th</sup>) consecutive day following the commencement of the work week at a rate equal to one and one-half (1½) times their regular rate of pay (including shift differential).

**14.13 Overtime in Multiple Assignments.** When an employee works in two (2) or more different classifications during the work week and is entitled to overtime pay, compensation will be computed at the rate appropriate to the classification of work performed. The appropriate rate shall be determined by the supervisor who assigns the overtime and shall be consistent with the number of hours worked in each classification. In no case shall the compensation be less than the overtime rate for the classification in which the overtime work was performed.

**14.14 Compensatory Time.**

Such compensatory time off shall be at the rate of one and one-half (1½) hours for every hour of overtime worked or two (2) hours for every hour of overtime worked over twelve (12) hours in a day and will be taken within twelve (12) months following the end of the month in which the overtime was worked (per Ed Code 88028). Accrued compensatory time is subject to the four hundred and eighty (480)-hour limit: overtime worked at one and one half (1.5) per hour is limited to three hundred and twenty (320) hours of actual overtime worked; overtime worked at double-time is limited to two hundred and forty (240) hours of actual overtime (as outlined in 29 CFR 553.22 “FLSA Compensatory Time”). Employees who are asked by their supervisor to work overtime and who are at their compensatory time limit shall be paid overtime at the applicable rate.

Compensatory time must be taken within the twelve (12) month period in which it was accrued. During that twelve (12) month period, compensatory time shall be scheduled with the supervisor to meet the needs of the department. If the twelve (12) month period has lapsed and the scheduling has not been mutually agreed upon, the supervisor may assign the time with ten (10) working days notice. If the twelve (12) month period has expired and any time remains at the end of the fiscal year, the remaining time will be paid in a lump sum at the current overtime rate as prescribed under the provisions of [ArticleSection](#) 14.9.

**14.15 Rest Periods.** The authorized, uninterrupted, duty free rest period shall be based on the total hours worked daily at the rate of fifteen (15) minutes per four (4) hours. Employee rest periods will be scheduled approximately in the middle of each work period. (In the case of the 4/10 plan, three (3) fifteen (15) minute rest periods shall be authorized.) Employees who work less than three and one-half (3½) hours per day are not authorized for the rest period. Time from unused rest periods may not be used to lengthen the lunch break or shorten the work day.

**14.16 Reporting Time Pay.**

**A. Emergency Call Back.** An employee called back to work after the completion of the regular assignment shall be reimbursed a minimum of three (3) hours pay at the employee's overtime rate. Any time worked in addition to the first three (3) hours shall be compensated at the regular overtime rate of actual time worked.

**B. Emergency Call In.** An employee called to work on an emergency basis on a day other than when the employee is regularly scheduled to report is guaranteed a minimum of three (3) hours pay at the overtime rate. In addition, the employee is guaranteed at the overtime rate two (2) additional hours of pay beyond any actual time worked after the first sixty (60) minutes. (*1<sup>st</sup> example:* an employee is called in, works thirty (30) minutes, receives three (3) hours pay. *2<sup>nd</sup> example:* an employee is called in, works one (1) hour and thirty (30) minutes, receives three (3) hours and thirty (30) minutes pay. *3<sup>rd</sup> example:* an employee is called in, works three (3) hours, receives five (5) hours pay.)

**C. Standby Duty.** There will be no standby duty for any bargaining unit employee.

**D. Inconvenience Pay.** An employee will become eligible for inconvenience pay when an employee has not been scheduled to work and is contacted, at the insistence of a supervisor, during off-duty hours to help resolve a problem without the need to come in. Inconvenience pay shall be paid at the overtime rate of pay. An employee shall be guaranteed a minimum of one hour of pay at the overtime rate or compensatory time of one and one half (1.5) hours per hour worked.

**14.17 Adjustment of Assigned Time.** The workday and work week for part-time employees shall be established by the District. The workday so established shall be the basis for determining vacation, sick leave, and holiday pay for part-time employees. An employee who works an average of thirty (30) minutes or more per day, in excess of the regular assignment, for a period of more than twenty (20) consecutive work days, shall have the benefits adjusted upward and recalculated to reflect the longer hours effective on the twenty-first (21<sup>st</sup>) day. The increased benefits will continue as long as the employee is assigned to the increased schedule. In addition, the employee may request, and the District will examine, whether or not the percentage of assigned time should also be adjusted upward.

Supervisors may not circumvent giving increased benefits for such work by creating a pattern of asking an employee to work slightly fewer than twenty (20) days and then regularly rotating with other employees to avoid the necessity of increased benefits.

**14.18 Work Calendars of less than Twelve (12) Months.**

A. All unit members on less than twelve month work calendars, whose schedules need to be changed by the District for the following year, will be notified of the intent of the District to change their duty calendar at least thirty (30) days prior to the end of the spring semester preceding the change.

1. The District may modify an individual calendar, as established in ~~ArticleSection~~ ~~14.17.(A)~~, by written notification to the employee. The notification will include the reason for the change. The District will provide the Federation with a copy of the Notice of Change at the same time as the employee is notified.
2. At the employee's request, he or she may schedule a conference with his or her supervisor regarding the proposed changes within seven (7) days of notification of the intent of the District to change the schedule.

B. Individual employee variations from established work calendar may be arranged by mutual agreement between the employee and the employee's immediate supervisor according to established, written District procedures.

## ARTICLE 15. VACATION.

### 15.1 Definitions

A. **Carryover Vacation:** Accrued vacation not used within the fiscal year up to the balance allowed for years of service (as shown in 15.2).

B. **Excess Vacation:** Accumulated vacation hours above the allowable carry over balance (as shown in 15.2).

**15.2. Vacation Accrual.** Regular employees will earn vacation according to the following schedule. Employees working less than full-time will have their vacation earnings prorated at a percentage equal to the percentage of their contractual assigned hours of work.

#### Carryover Balance, effective July 1, 2011

Years of Service	Earned Vacation	Carryover Balance Allowed on July 1
1-3 years of service	8 hrs/month of service (1 day/month – 12 days/yr)	144 hrs
4-5 years of service	9.33 hrs/month of service (1.16 days/month – 14 days/yr)	168 hrs
6-9 years of service	10.66 hrs/month of service (1.33 days/month – 16 days/yr)	192 hrs

10-13 years of service	12 hrs/month of service (1.50 days/month – 18 days/yr)	216 hrs
14+ years of service	13.33 hrs/month of service (1.66 days/month – 20 days/yr)	240 hrs

**15.3 Vacation Scheduling.**

**A.** Efforts will be made to enable vacation to be taken at times requested by and convenient to the employee consistent with the needs of the District. An attempt will be made to approve and assign vacation periods in a manner that is fair to all employees. If a scheduling problem exists, seniority on a rotating basis shall prevail. For purposes of this section, “seniority” means length of service based on the initial date of assignment in the department. Employee vacation requests shall be in writing and approved or denied by the supervisor within five (5) working days. Approval or denial of the request will be in writing. A vacation calendaring form may be provided by the immediate supervisor for such use.

**B.** Absence reports will be submitted by the employee to the immediate supervisor for approval within three (3) working days of returning from the approved vacation leave.

**15.4 Use of Excess Vacation.**

**A.** When an employee, to meet the convenience of the District, is not permitted to take vacation within the fiscal year, the amount not taken in excess of the allowable balance as provided in [ArticleSection 15.2](#) shall be accumulated to carry over for use in the following fiscal year only or, at the request of the employee, a lump sum payment shall be made for the excess accumulated vacation. A request for vacation time credit or lump sum payment shall be forwarded by the employee to the appropriate supervisor. If an employee does not request a lump sum payment, the supervisor will meet with the employee to create a plan for use of the excess days.

**B.** By October 31 of each year, the employee and immediate supervisor will meet to establish a vacation calendar for the academic year for the use of hours in excess of the allowable carryover balance. The employee and supervisor must adhere to the established plan in such circumstances. Subsequent to the meeting between the manager and the employee, if by October 31 there is no agreement on the use of excess days, the manager will assign all the excess hours with ten (10) working days notice.

**15.5 Vacation Compensation.**

**A.** Eligibility to receive scheduled vacation or vacation pay will commence on the first (1<sup>st</sup>) day of the month following completion of six (6) months or one hundred and thirty (130) days of paid service in a regular assignment. No payment shall be made for accumulated vacation to an employee who terminates prior to attaining eligibility to receive vacation. Vacation will be paid at the employee’s current rate of pay.

**B.** Employees who work less than a twelve (12) month assignment will normally be assigned vacation time during the recess periods. Unearned vacation may be advanced for vacation assigned during recess periods when requested on the absence report. Excess vacation time may be scheduled during the regular work year in accordance with ~~ArticleSection~~ 15.2 of this Agreement. When convenient for both the employee and the District, an employee may request an unpaid leave of absence during recess periods.

**C.** Vacation may be granted that has not been earned, except as provided in ~~ArticleSection~~ 15.5.A. In such cases, a written request must be initiated by the employee and approved by the immediate supervisor, appropriate College administration, and the Vice Chancellor of Human Resources or designee. Unearned vacation that has been granted shall be deducted from the employee's final salary warrant if the employee terminates prior to earning such vacation.

**D.** Employees who terminate generally will be required to use accrued vacation prior to the termination date. Any unused accrued vacation will be paid in a lump sum.

**E.** An employee who commences an approved vacation and subsequently becomes ill or bereaved before the vacation has been completed, may request that the appropriate amount of time be charged against sick leave and/or bereavement leave rather than vacation.

## **ARTICLE 16. HOLIDAYS.**

### **16.1 Definitions.**

**A. Holiday.** An eight (8) hour paid leave (prorated for those working less than full-time) granted on the basis of the District approved annual *Holiday Schedule* (see 16.5).

**B. In Lieu of Holiday.** A replacement day of paid leave based on eight (8) hours leave (prorated for those working less than full-time) for a holiday on which the employee was not scheduled to work.

### **16.2 Holiday Eligibility.**

**A. Compensation.** When a regular employee is in a paid status either immediately preceding or immediately following a holiday on which they would have been normally scheduled to work, the employee will be paid for the holiday. While on a paid leave of absence (vacation, illness, or other), an employee shall be paid for any holiday that occurs during the leave, and such day shall not be charged to vacation or leave time.

**B. In lieu of Holiday Compensation.** Regular employees scheduled to work five (5) days per week, other than Monday through Friday, will be granted an *in lieu of* day off for any holiday that falls on the employee's normal day off. Regular employees scheduled to work less than five (5) days a week will be granted *in lieu of* holiday time prorated according to the employee's contract percent of full-time employment. *In lieu of* days must be used within thirty (30) days of when the holiday falls and

cannot be banked. Within five (5) days of the scheduled holiday, the employee and supervisor will determine the *in lieu of* date to be taken.

**C. Holidays for Flexible Work Schedules - Full-time Employees.** When a holiday (8 hours) falls during an employee's flexible schedule, the following options may be used:

1. **4/10 Work Week:** During the week of the holiday, the employee may opt to work a standard week of eight (8) hours per day, and observe the holiday, by taking that day off on the day it occurs. If the employee wishes to remain on the flexible schedule, the employee's day off will be calculated at ten (10) hours. Because the holiday is valued at eight (8) hours, the employee will owe two (2) hours (per holiday) of time, which will be taken from vacation leave.
2. **9/80 Work Schedule:** During the week of the holiday, the employee may opt to work a standard week of eight (8) hours per day, and observe the holiday by taking that day off on the day it occurs. If the employee wishes to remain on the flexible schedule, the employee's day off will be calculated at nine (9) hours. Because the holiday is valued at eight (8) hours, the employee will owe one (1) hour per holiday of time, which will be taken from vacation leave, unless the eight (8) hours is otherwise made up during the scheduled two (2) week period.

**16.3 Holiday Compensation.** When an employee is required to work on a District-approved holiday, he/she will be paid straight time for the holiday and one and one-half (1-1/2) times the regular rate of pay (including shift differential) for hours worked, which equals double-time and one-half.

**16.4 Holiday Scheduling.** The Federation shall have one (1) representative who serves on the District Calendar Committee, which recommends the calendar for the academic year.

**16.5 Holiday Schedule.**

Independence Day	New Year's Day
Martin Luther King Day	Lincoln's Birthday
Labor Day	Washington's Birthday
Veterans' Day	Spring Holiday
Thanksgiving Holiday (2 days)	Memorial Day
Winter Holiday (9 days)	Floating Holiday

**ARTICLE 17. LEAVES OF ABSENCE.**

**17.1 General Provision.**

The District will grant paid and unpaid leaves of absence to employees for the purposes outlined and subject to the conditions set forth in this ~~a~~Article.

**A.** Employees shall make a written request for paid or unpaid leave, prior to the use of such leave, in accordance with procedural rules established by the District. Unless a shorter time frame is required under applicable law or District policy, the manager will provide a written response of whether

or not the leave will be granted within ten (10) working days of the receipt of the request except for sick leave under ~~Article~~Section 17.2, and unless expressly excused by law. If the requested leave is denied, the supervisor will include in the written response the reason for such denial.

**B.** Upon approval, in accordance with law and procedural rules established by the District, an employee may be granted an unpaid leave of absence. For good and sufficient reason, the District administration may recommend an unpaid leave of absence without requiring the employee to exhaust all accumulated and earned vacation benefits.

**C.** An employee who is absent without prior approval, because of illness, shall notify the office of the immediate supervisor prior to the start of the employee's workday. Failure to provide notice in a timely manner, except in the case of an emergency, may result in ineligibility for paid leave and may be considered an unauthorized leave.

**D.** Upon return to work following an absence, the employee will complete a classified absence report and submit it to the immediate supervisor within three (3) working days. Should the employee be absent more than one (1) week, an absence report will be filed weekly by the immediate supervisor during the period of absence.

**E.** Any absence during which the employee remains in a paid status will not be considered as a break in service.

**F.** Any personal leave granted without pay for ninety (90) calendar days or less, subsequent to Family Medical Leave where applicable, shall not be considered a break in service in computing anniversary dates for vacation and longevity benefits. For leaves of ninety (90) calendar days or less, the employee and dependent benefit coverage as provided under this Agreement shall continue as if the employee were actively at work. The District and the employee shall pay their respective portion of the premiums of the insurance benefit program during the leave. Employees on an unpaid leave of absence which exceeds ninety (90) calendar days shall not earn vacation or sick leave benefits during the time the employee is in an unpaid status. Employees in an unpaid status for more than ninety (90) calendar days will not receive credit for salary advancement commencing on the ninety-first (91<sup>st</sup>) day of their absence. If an employee wishes to continue the employee and dependent benefit coverage while on a leave that continues beyond ninety (90) days, the employee may do so by paying one hundred percent (100%) of the insurance premium as the ninety-first (91<sup>st</sup>) day of the leave.

## **17.2 Sick Leave.**

**A. Sick Leave - Earned.** "Earned" sick leave is the number of hours the employee shall be entitled to earn each month at their full rate of pay for illness or injury. Therefore, employees scheduled to work forty (40) hours per week, twelve (12) months per fiscal year shall be entitled to earn eight (8) hours per month for a total of ninety-six (96) hours of sick leave per fiscal year.

- 1. Minimum Hours Requirement.** Sick leave shall be taken in increments of no less than thirty (30) minutes.
- 2. Probationary Sick Leave.** Probationary employees who are scheduled to work forty (40) hours per week, twelve (12) months per fiscal year, shall not be eligible to use more

than forty-eight (48) hours of sick leave during the first six (6) months of their employment.

3. **Sick Leave for less than full-time Employment.** Regular employees scheduled to work less than forty (40) hours per week and/or less than twelve (12) months per full fiscal year are entitled to that proportion of ninety-six (96) hours of **“earned”** sick leave **and eight hundred (800) hours of “extended”** sick leave per fiscal year as the employee’s number of scheduled work hours relates to a full time work schedule.
4. **Family Leave.** Regular employees may use fifty percent (50%) of annual earned sick leave to take care of an ill family member(s).

**B. Sick Leave - Accumulated.** **“Accumulated”** sick leave is the unused sick leave which was **“earned”** but not used from the previous year(s). This **“accumulated”** sick leave carries over to the new fiscal year at the employee’s full rate of pay for illness or injury. There is no maximum to the number of **“accumulated”** sick leave hours at full pay which an employee may accrue.

**C. Sick Leave - Extended.** **“Extended”** sick leave is the number of hours the employee shall be entitled to each fiscal year which extends beyond their **“earned”** and **“accumulated”** sick leave. This **“extended”** sick leave is paid at fifty percent (50%) of the employee’s full rate of pay. The combination of **“earned”**, **“accumulated”** and **“extended”** sick leave shall not exceed eight hundred (800) hours per fiscal year. If the employee has more than a total of eight hundred (800) hours of **“earned”** and **“accumulated”** sick leave, then they are not entitled to any **“extended”** sick leave for that fiscal year.

Illustration:

800 HOURS		
“Earned” Sick Leave (Current Year)  96 hours	“Accumulated” Sick Leave (Prior Years)  Unlimited hours	“Extended” Sick Leave  Difference between 800 hours and the combination of Earned + Accumulated Sick Leave

Example #1: Employee with less than eight hundred (800) hours of **“earned”** and **“accumulated”** sick leave in a fiscal year.

Earned S. L.	Accumulated S. L.	Subtotal	Extended S. L.	Total
96 hours	+ 160 hours	= 256 hours	+ 544 hours	= 800 hours

Example #2: Employee with more than eight hundred (800) hours of **“earned”** and **“accumulated”** sick leave in a fiscal year.

<b>Earned S. L.</b>	<b>Accumulated S. L.</b>	<b>Subtotal</b>	<b>Extended S. L.</b>	<b>Total</b>
96 hours	+ 904 hours	= 1000 hours	+ N/A	= 1000 hours

**D. Short-Term Disability.** Employees in active status who have completed 12 months (or six (6) months for pregnancy or a pregnancy related medical condition) of continuous, paid service as a classified staff member and who become totally disabled due to illness (including pregnancy or pregnancy related medical conditions) or injury may be eligible to receive short-term disability benefits. (See Article 20, ~~Section 20.23.(E.)(1)~~ for eligibility information.) An employee who is determined by a physician to be totally disabled for a period which exceeds fourteen (14) calendar days may receive short-term disability benefits. The benefit is paid only when an employee is entitled to extended sick leave and while an employee is in the one hundred (100) working day elimination period for Long Term Disability benefits. If approved, the employee receives fifty percent (50%) of their salary in the form of extended sick leave plus fifty percent (50%) of their salary in the form of short-term disability benefits totaling one hundred percent (100%) of their salary. The benefit is paid through District payroll. All claims are subject to review and the guidelines of the plan. This language is for reference only and any conflicting language is subject to and superseded by Article 20. ~~32.(E.)(1)~~.

**E. Long-Term Disability.** Employees who have been employed continuously for 12 months as a classified staff member, who become totally and continuously disabled for a period of more than one hundred (100) working days, who have exhausted all earned, accrued, and extended sick leave and vacation, and who submit a completed application prior to the exhaustion of all eligible leaves may be eligible to receive long-term disability benefits if approved by the District’s third party claims administrator. (See Article 20, ~~Section 20.23.(E.)(2)~~ for eligibility information.) This coverage provides up to sixty percent (60%) of the salary the employee earned before becoming disabled subject to plan maximums. Long-term disability claims are subject to approval by the insurance company that provides the benefit. This language is for reference only and any conflicting language is subject to and superseded by Article 20. ~~32.(E.)(2)~~.

**F. Medical Release.** An employee may be required to furnish a medical release in those circumstances where the District determines that a need exists for such a release.

**G. Quarantine.** An employee shall continue to receive remuneration from the District at the regular rate of pay for a period during which the employee is quarantined by city or county health officers because of another person’s illness.

**H. Long-Term Disability Medical Continuation Plan.** Any employee who is eligible and receives long-term disability will receive the District’s medical insurance plan for themselves while on disability under the following condition: When all paid leave is exhausted and the employee is placed on a thirty-nine (39) month reemployment list, the District will continue the employee’s medical insurance at District expense at the rate of three (3) months for each year of service, to a maximum of thirty-nine (39) months. The employee may continue their dental, vision and life insurance and the medical, dental, vision and life insurance of their dependents by paying the full premium cost of those plans.

**17.3 Bereavement Leave.**

**A. Length of Leave.** When the death of any member of the immediate family of the employee occurs, the District agrees to grant necessary leave of absence with pay at the employee's regular rate (including shift differential), not to exceed three (3) days if travel of less than two hundred and fifty (250) miles one way is required, and not more than five (5) days if travel of more than two hundred and fifty (250) miles one way or out-of-state travel is required. At the unit member's option, bereavement leave may be distributed over a period of six (6) calendar months following the death.

**B. Definition of Immediate Family.** Members of the immediate family shall mean the step or natural child, mother, father, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchild of the employee or employee's spouse or registered domestic partner, and the spouse, son-in-law, daughter-in-law, or registered domestic partner of the employee, or any person living in the immediate household of the employee. Persons other than relatives as noted herein who may have been reared by or with the employee will be considered as relatives for bereavement purposes. Under special circumstances, and with the approval of the Vice Chancellor of Human Resources or designee, other persons may be considered as relatives for purposes of granting bereavement leave.

#### **17.4 Jury Duty.**

**A. Conditions of Leave.** The District agrees to grant to an employee called for jury duty, in the manner provided by law, leave of absence without loss of pay for the time the employee is required to perform jury duty. The District may require verification of jury duty time served.

**B. District Notice by Employee.** An employee called for jury duty must notify the District of the service date(s) upon receiving said notice from officers of the court.

**C. Jury Duty Compensation.** The District shall grant full compensation. Fees received by the employee, excluding travel and subsistence expenses, shall be remitted to the District.

**17.5 Voting Time Off.** Pursuant to Section 14000 of the Elections Code, if an employee's work schedule is such that it does not allow sufficient time to vote in any statewide election in which the employee is entitled to vote, the District shall grant up to two (2) hours of work time without loss of pay. An employee shall be required to request such leave time from his/her immediate supervisor at least two (2) working days prior to the election.

#### **17.6 Military Leave.**

**A.** The District will comply with all applicable state and federal laws regarding military leave. Employees shall receive all entitlements and be subject to all obligations applicable under state and federal law to requests for military leave.

**B.** Pursuant to Section 87018 of the Education Code, the District approves the provision of compensation to eligible employees equal to the difference between the amount he/she would have

received as an employee (including any eligible increases in pay raises that would otherwise have been granted) during the time the individual was on active military duty, and the amount of his/her military pay and allowances. Employees applying for this leave will be required to submit orders from the appropriate military branch as soon as notified but no less than five (5) working days prior to the absence and will also provide proof of military pay. In the event of last-minute notification, unless otherwise provided in law, the employee member will contact his/her immediate supervisor within a twenty-four (24) hour period and the employee shall provide official documentation upon return from military service. The District further approves continuing all benefits that an eligible employee would have received had he or she not been called to active military duty. These benefits shall be provided to an eligible employee for a period not to exceed (180) calendar days, as part of his or her compensation. For purposes of this sub-section ~~17.6.(B)~~, “eligible employees” shall be those employees who, as members of the California National Guard or a United States Military Reserve organization, are called into active military duty.

**17.7 Industrial Accident and Industrial Illness Leave.** Pursuant to Section 88192 of the Education Code, employees who have attained permanency shall be entitled to industrial accident and illness leave pursuant to law. Allowable industrial accident and illness leaves for classified employees shall not be for more than sixty (60) working days in any one fiscal year for the same accident. Allowable leaves should not be accumulated from year to year. After sixty (60) days, other eligible leaves may be used. (Education Code Section 88192)

**17.8 Pregnancy/Maternity Leave.** Pregnancy shall be regarded and handled by the District pursuant to California’s Pregnancy Disability Law.

**17.9 Adoption Leave.** An employee may utilize up to two (2) days within six (6) months of the adoption of the employee’s child as Personal Necessity Leave under ~~ArticleSection~~ 17.10.~~(E)~~. An employee may also take Family Medical Leave per Article 17.2.

**17.10 Personal Necessity.** An employee may use as many as seven (7) days of accumulated sick leave in any fiscal year for instances of personal necessity for the following reasons:

**A. Death in Immediate Family.** The death of a member of the employee’s immediate family as defined in ~~ArticleSection~~ 17.3.~~(B)~~ of this Agreement. This leave authorization is a supplement to time off authorized under “Bereavement Leave.” Such request for additional time shall be documented on a classified absence form.

**B. Accident or Emergency Illness.** An accident or emergency illness involving the employee’s person or property or the person or property of a member of the immediate family and of such nature that the employee’s presence is “required” during assigned work hours.

**C. Court Appearance.** Appearance in any court or before any administrative tribunal as a witness, litigant, or party.

**D. Personal Business.** Three (3) days maximum, for personal reasons.

**E. Birth or Adoption.** The birth or adoption of the employee’s child.

**17.11 Witness Leave.** An employee who is subpoenaed as a witness, excluding professional or expert witness, shall be paid by the District for such time as responsibilities as a witness require absence from the employee's assignment. Employees shall receive their regular rate of pay, less the amount of fees received for serving as a witness.

**17.12 Family and Medical Leave.**

**A.** Employees who have been continuously employed at least twelve (12) months and working for at least one thousand two hundred fifty (1,250) hours are eligible under federal and state law for paid or unpaid Family and Medical Leave. Leaves may be granted for up to twelve (12) weeks in a twelve (12) month period, measured from the date that the employee's first family and medical leave begins. Leaves must be granted in accordance with time periods applicable to state and federal law.

**B.** Unpaid leave is permitted for any reason permissible by law, as certified by a healthcare provider. Permissible reasons are as follows:

- to care for the employee's newborn child, or a child placed with the employee for adoption or foster care (state and federal law run concurrently for the twelve (12) week period allowed for care of newborn, adopted, or foster child);
- to care for the employee's spouse, son, daughter or parent who has a "serious health condition" including pregnancy; (effective January 2013, additional relationships will be added based on changes in the FMLA. Check with the District Benefits Department in Human Resources for current listing.),
- for a "serious health condition" that affects the working conditions of the employee;
- for qualifying exigencies (urgent matters) for a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation; or
- to care for a covered service member who is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness under 29 U.S.C. § 2611(15)(B) incurred in the line of duty, on active duty that renders the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. The length of leave for this last item is up to twenty-six (26) weeks.

Leave does not constitute a break in service for purposes of longevity, seniority, vacation, and/or sick leave under the articles of this agreement. Leave provided may be taken in one (1) or more periods as provided by law. Upon return from Family and Medical Leave, the employee shall return to the same or equivalent position with the District, including salary, benefits, and other employment terms and conditions. The employee shall provide thirty (30) days advance notice, when possible, of the need for leave except in the case of an emergency.

C. The employee and dependent benefit coverage as provided under this Agreement shall continue as if the employee were actively at work. The District and the employee shall pay their respective portion of the premiums of the insurance benefit program during the leave. The District Benefits Office shall inform the employee of its interpretation of the leave for which the person is eligible in advance of the person taking leave. Notwithstanding any provision(s) of this Section, the employee shall be entitled to the most beneficial provision of state and/or federal law.

**17.13 Unauthorized Absence.** An unauthorized absence is any absence from the employee's normal duty day without the approval of the immediate supervisor or other supervisor. Any unauthorized absence will be without pay and subject to further disciplinary action as provided under Article 22.

**17.14 Abandonment of Position.** An unauthorized absence of five (5) or more consecutive days will be unpaid and subject to further disciplinary action as provided under Article 22.

**17.15 Abuse/Misuse of Sick Leave.** The use of sick leave shall not be for a purpose other than the one set forth in this Agreement. Misrepresentation concerning requests for leave or use of leave, or inappropriately excessive use of leave may be subject to discipline.

#### **17.16 Catastrophic Leave-Sharing Program for Employees.**

**A. Purpose.** The District offers a Catastrophic Leave-Sharing Program to give employees a chance to support their colleagues who are facing a qualified personal crisis, whether their own or that of an immediate family member. The Program allows employees to provide assistance in the form of donated vacation leave. While the Program establishes a mechanism for leave transfers, participation is entirely voluntary.

**B. Catastrophic Illness or Injury Defined.** Catastrophic illness or injury means an illness or injury that has been diagnosed, by a physician licensed to practice within the scope of his license, as life-threatening and expected to incapacitate the employee for an extended period of time, or that is life-threatening and incapacitates a member of the employee's immediate family in instances, requiring the employee to take time off from work for an extended period of time. In qualified instances relative to care for the family member, this leave would be used when taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all his/her allotted sick leave for such purposes and other paid leave options such as use of accrued vacation time. "Immediate family member" is defined to include only: the employee's spouse or registered domestic partner and children, who are under age twenty-six (26), unmarried, and dependent on the employee for at least fifty-one percent (51%) of his/her support or legal dependents.

**C. The Donating Employee must:**

- be a classified employee of the District;
- be in a position that accrues vacation leave;
- have accrued sufficient vacation leave to cover the donation (leave may not be donated prior to accrual).

- Must have met the criteria for vacation compensation as stated in Article 15.3. ~~(A)~~.

**D. The Receiving Employee must:**

- be a classified employee of the District;
- be in a position that accrues vacation leave;
- have exhausted all paid leave earned pursuant to the applicable personnel policies or collective bargaining agreement provisions covering vacation, sick leave, and compensatory time off-;
- not be currently receiving benefits from other disability compensation (Short Term disability, Long-Term disability, Workers Compensation).

**E. Nature of Donations.** Donations must be:

- of accrued vacation leave only;
- anonymous;
- entirely voluntary;
- initial donation is a minimum of eight (8) hours or more of the donor's accrued vacation leave.
- No employee is to deplete his/her accrued vacation for the sake of making a donation to the catastrophic leave bank.

**F. Establishing the Bank and Collection Deposits.**

- There will be an initial call from the District Human Resources with the assistance of the Federation for donations to establish the bank.
- There will be subsequent regular, periodic calls for donations.
- There will be calls for donations when the bank balance falls below one thousand two hundred (1,200) hours.
- Donations from those eligible to donate will be accepted at any time. Forms are available.

**G. Review and Oversight.**

- Applications for catastrophic illness leave will be reviewed by a task force comprised of three (3) classified employees appointed by the Federation and the Manager of Benefits and the Vice Chancellor of Human Resources or his/her designee.
- The task force will recommend approval or denial of catastrophic leave to an employee.
- To safeguard privacy, neither the name of the individual requesting the time nor the diagnosis will be shared with the full committee. Rather the Manager of Benefits will receive the applications and physician's verification and will present the relevant facts to the full committee for review and approval/denial.

**H. Catastrophic Leave Processes: The Receiving Employee's Application:**

- The requesting employee must submit a written request for Catastrophic Leave to the Office of Human Resources for the employee’s own medically certified “serious, life threatening health condition” or the medically certified “serious, life threatening health condition” of the employee’s immediate family.
- The application must be accompanied by a physician’s statement that documents that a serious, life threatening illness/injury exists and estimates the duration of the illness/injury.
- The applicant must not be currently receiving benefits from other disability compensation (Short-Term disability, Long-Term disability, Workers Compensation).

**I. Length of Leave.**

- The Catastrophic Leave Committee will approve allotments which will be minimally ten (10) working days eighty (80) hours and not to exceed twenty (20) working days (one hundred sixty (160) hours), pending additional review and no less than eight (8) hours at a time. A new request must be submitted to the Catastrophic Leave Committee for hours in excess of twenty (20) working days (one hundred sixty (160) hours). Continuation of catastrophic leaves must have an updated doctors’ report.

**J. Processing of Leave Donation.**

- A completed donation form must be signed by the donor and submitted to the Office of Human Resources.
- Initial donations to the Catastrophic Leave bank must be greater than or equal to eight (8) hours.
- Once leave is donated, it becomes irrevocable and the property of the bank until the Catastrophic Leave Committee authorizes its allocation to an applicant. Donation is completely voluntary. Employees are cautioned to consider their own present and future needs when determining how many hours to donate.
- Time is transferred on an hour for hour basis without regard to the salary of either the donor or the designated recipient.

**K. Termination of Catastrophic Leave.**

- The recipient receives any type of disability pay (Short-Term disability, Long-Term disability, Workers’ Compensation).
- The recipient terminates employment with the District.
- The need no longer exists (based on physician’s recommendation).
- The bank runs out of hours.

**17.17 Exhaustion of Leave and Reemployment Rights.**

**A.** When all leaves of absences have been exhausted and a regular employee is still not medically able (due to accident or illness) to assume the duties of his or her regular position, the employee shall be separated and placed on a reemployment list for a period of thirty-nine (39) months if not placed in another position. Notification will be provided to the employee prior to the placement on the 39-month list.

**B.** If at any time during the prescribed thirty-nine (39) months, the employee is able to assume the duties of his or her regular position, the following steps are required to be taken by the employee:

1. Notify the local eCollege/District Personnel Office of interest in and ability to return to work; and
2. Provide the District with a medical release that verifies the employee's ability to return to employment with or without reasonable accommodation.

**C.** Once the notification requirements are satisfied, the eCollege/District Personnel Office shall notify the Manager of Recruitment and the District shall attempt to re-employ the employee in the classification of the employee's previous assignment if a vacancy (posted position opening) exists. If not, the District will make efforts to place the employee, in another vacant position for which he/she is qualified, that is equal to or lower if one is available and the employee agrees.

**D.** If reasonable accommodation is requested, the District shall engage in a good faith interactive process with the employee to determine whether or not the employee can perform the essential functions of the position, and to explore options for reasonable accommodation. The employee may request to have a representative present during the interactive discussion.

**E.** The employee's reemployment, after providing a medical release to return to work, shall take preference over all other applicants except for those laid off for lack of work or funds. In these instances, the "39-Month" employee shall be ranked behind any who have been laid off for lack of work or lack of funds, according to seniority hours.

**F.** Upon resumption of the employee's duties, the employee shall be fully restored as a permanent employee (if returning to the exact classification) and the employee's seniority date (after they have gone for ninety (90) calendar days or more) will be adjusted to reflect the break in service.

**G.** If the employee has accepted a position in a new classification, the employee will serve a probationary period in the new classification. If the employee does not pass probation in the new classification, he/she will resume placement on the 39-month list, and the time served in the position will be deducted from the thirty-nine (39) months.

**H.** An employee who has been placed on a reemployment list due to exhaustion of authorized leaves of absence, who has been medically released for return to duty and who fails to accept an appropriate offered assignment in the same classification with the same number of hours shall be removed from the 39-month list and severed from the District.

## **ARTICLE 18. PROFESSIONAL GROWTH.**

**18.1 Purpose.** The District will provide classified employees the opportunity to expand their knowledge and increase their skills through professional growth activities.

**18.2 Professional Growth Opportunities.**

- A. District Course Reimbursement for Professional or Personal Growth
- B. Professional Development for Purposes of Job Enhancement and Academic Growth
- C. Professional Growth Leave
- D. Job Training

**18.3 Eligibility.** To be eligible to participate in the Professional Growth programs, the classified employee must:

- A. Be employed on the District payroll in a permanent classified position, including permanent part-time.
- B. Complete the initial probationary period of employment.
- C. Meet the specific eligibility requirements as outlined in each offered program.

**18.4 Professional Growth Program.** The Professional Growth Program shall consist of the following options:

**A. District Course Reimbursement for Professional or Personal Growth.** The District will provide reimbursement for the unit cost of successfully completed credit courses offered throughout the District. Employees are eligible for reimbursement for one class per semester, up to two credit courses each academic year, that are relevant to their current position, part of a certification or degree program, or a wellness class/program. The employee cannot use the unit cost reimbursement in a manner that provides duplicate payment for the same course through another option in the Professional Development Program.

Employees must turn in the District Course Reimbursement Form along with proof of payment and the final grade to the Professional Development Committee within sixty (60) days of completion of the course.

**B. Professional Development for Purposes of Job Enhancement and Academic Growth.** The District will provide classified employees opportunities that promote individual growth designed to upgrade the classified service.

1. **Option 1. Tuition, Books and Fees Reimbursement.** The District will grant reimbursement of the costs, including tuition fees, to any permanent classified employee who satisfactorily completes training to improve his/her job knowledge, ability or skill.
2. **Option 2. Salary Differential.** This option provides salary differentials based upon verification of certificates and/or degrees listed below. Work completed prior to

entering the program will not be considered for salary differential. Differentials are cumulative, but are restricted to one in each category.

- a. Certificate I (18-24 units) - 1.00%
  - b. Certificate II (25+ units) - 1.50%
  - c. AA or AS - 2.50%
  - d. BA or BS - 2.50%
  - e. MA or MS - 2.50%
  - f. Doctoral - 2.50%
  - g. Professional Certificate/Exam (i.e., CPA, CPS) - 1.50%
  - h. Professional Certificate/Exam Option (such as Certified Professional Secretary, Certified Professional Accountant) will be granted by the Committee only if the applicant can demonstrate that the certificate is equivalent to the rigor of the credit course based certificates.
3. **Option 3. Released Time.** This option provides replacement costs for released time necessary for one (1) college level/vocational class per school term. A supervisor's approval is required for all requests requiring release time. If the request is denied by the supervisor, a written explanation of the denial must be provided to the employee.
4. **Vocational/Technical Education.** The District will grant reimbursement of the costs, including tuition fees, to any permanent classified employee who satisfactorily completes training to improve his/her job knowledge, ability or skill.
5. **Professional Conferences/Workshops.** An employee may receive reimbursement to attend conferences, symposiums, organizational conventions, workshop programs and similar activities of up to one thousand dollars (\$1,000) per fiscal year. A supervisor's approval is required for all conference requests. If the request is denied by the supervisor, a written explanation of the denial must be provided to the employee.
6. **Composition of the Professional Development Committee.** The committee membership shall consist of eight (8) members appointed by the Federation, according to the following formula:
- a. Chair
  - b. Two (2) representatives, Coastline Community College
  - c. Two (2) representatives, Orange Coast College
  - d. Two (2) representatives, Golden West College
  - e. One (1) representative, District Offices

All Federation appointed representatives will serve a three (3) year term, which will be renewed at the discretion of the Federation. The committee shall elect a chairperson each year.

**C. Funding.** The District will fund the above Professional Development Program for classified employees in the amount of one hundred thousand dollars (\$100,000) per fiscal year. Funds budgeted but not expended in one fiscal year will be carried over for use in the following fiscal year.

**18.5. Professional Growth Leave.**

A. All professional growth leaves will be used to pursue appropriate activities which enable staff members to enhance their expertise, build upon goals and objectives they have undertaken relative to their work, develop new competencies or to pursue revitalization activities/skills in order to address changing or expanding career goals consistent with the goals and objectives of the eCollege and the District.

Such opportunities may be in response to need associated with current job requirements, the evaluation of an individual’s development needs, to enhance an individual’s opportunities for advancement or to assist an individual to move to a new area of responsibility.

**B. Provisions.**

1. This professional growth leave will consist of up to one (1) fully paid calendar month for up to four (4) employees in which the employee may pursue the completion of an academic degree or the participation in a professional activity that will enhance the employee’s value to his/her department or the District.
2. Classified employees may concurrently apply for professional development funds as previously outlined in this ~~a~~Article.

C. **Conditions.** If there are more than four (4) applicants, the selection will be made in a manner that allows one (1) employee from each eCollege and one (1) employee from the District Office to take advantage of the opportunity in that year. The remaining approved applicants will be placed on a priority list for the following year, so long as the employee has the approval of the College President or the Vice Chancellor of Human Resources, as applicable.

**D. Qualifications.**

1. Classified employees in good standing, defined as an employee whose most recent evaluation is satisfactory and is not in the written stage or higher of the disciplinary process.
2. Classified employees who have been employed for at least four (4) consecutive years. Classified employees who serve on less than a twelve (12) month contract will be eligible after serving the equivalent months of paid service.
3. Replacement Personnel. Professional growth leave may be granted only if staffing and/or resources can be arranged. The District shall provide funds for the substitute.

**E. Application Procedure.**

1. Applicants shall complete an Application for Professional Growth Leave and submit it to their immediate supervisor. A detailed statement of the nature of the leave should be

appended to the application and submitted per the timeline below. If an application is denied by the immediate supervisor, a reason for denial must be given.

2. Upon receipt of the application from the Campus President, the Vice Chancellor of Human Resources or designee will review the application with the Chancellor’s Cabinet.
3. The Vice Chancellor of Human Resources or designee will recommend approved and funded applications for approval to the Board of Trustees.

APPROVAL PROCESS TIMELINE			
Application Submission	Submission to VCHR	Applicant Notification	Leave Period
December 31	January 15	March 31	July - December
June 30	July 15	September 30	January - June

**F. Evaluation Approval Criteria.** All applicants for professional growth leave will be evaluated by the Chancellor’s Cabinet according to the following criteria:

1. The relevancy of the proposed activity to District objectives;
2. Relevance to personal development of the employee in his/her role at the District and his/her professional goals/objectives;
3. The ability of the applicant to achieve the objectives of the leave based on the applicant’s experiences and academic background;
4. Other factors relevant to the Chancellor or designee and the Board.

**G. Appropriate Professional Growth Leave Activities.** Examples of appropriate activities include:

- Research, study, educational internship, applied learning, or completion of an educational requirement in the individual’s specialized area
- Vocational activities (partnership with businesses, industrial, or service sectors to remain current or to learn new methods)
- Task force leadership
- Survey activities
- Grant development

**H. Appropriate Professional Growth Leave Objectives.** Examples of appropriate objectives include:

- Knowledge enhancement and effectiveness within vocation or related field
- Goals of a particular project or endeavor undertaken or being pursued by the eCollege, department and/or division
- Direct benefit to students and/or department/division/eCollege operations

- Promotion of relevant opportunities for the employee to pursue or build upon activities/initiatives which have been undertaken external to the District but have a direct benefit
- Augments the District's ability to respond to community needs

**I. Requirements Upon Completion of Professional Growth Leave.** Within one (1) month following the completion of the professional growth leave, the employee shall provide the Vice Chancellor of Human Resources or designee with the following:

1. A brief summary of the leave noting adherence or deviation from the original proposal;
2. Documentation of the program, including but not limited to transcripts, certifications, etc., if applicable;
3. An evaluation of the success of the leave as it relates to the stated objectives;
4. A description of the personal benefits resulting from the leave;
5. A commitment to share the knowledge/skill obtained during the leave including any of the following mechanisms:
  - Professional growth newsletter or workshop
  - Department/division/eCollege meeting, project or committee

## **18.6 Job Training.**

**A. Job Training Program.** The District shall provide a job training program for classified employees to provide the opportunity for employees to learn new skills, to gain a broad job overview, and receive actual job experience in a position of interest. A Job Training Committee shall administer this program, and the membership shall be as follows:

1. Three (3) members appointed by the District, including a representative of the Office of Human Resources.
2. Four (4) members appointed by the Federation, according to the following formula:
  - a. One (1) representative, Coastline Community College
  - b. One (1) representative, Orange Coast College
  - c. One (1) representative, Golden West College
  - d. One (1) representative, District Office.
3. Committee Procedures. Current procedures and guidelines are available on the District website. The committee may formulate revisions to its procedures and guidelines for recommendation to the District and Federation.
4. Funding. The District shall fund the Job Training program at fifteen thousand dollars (\$15,000) per year. Funds budgeted but not expended in one fiscal year will be carried over for use in the following fiscal year.

**B. Retraining in the Event of Job Elimination.** Permanent classified employees who are serving in positions identified for elimination due to consolidation of departments may be granted an opportunity to train in a department or division where additional staffing is needed. The District will identify the needed positions and provide a list of potential openings to the Vice Chancellor of Human Resources. The affected employee will be automatically placed on the District's transfer list and must be interviewed by the receiving manager for an assessment of qualifications and training needed for the new position. If the receiving manager is able to place the employee and job training is required, the manager's approval for the training will be forwarded to the Job Training Committee to ensure that employees facing displacement will have priority for funding over applicants whose positions are not being eliminated.

**C.** Employees who satisfy all application requirements, meet minimum qualifications, have successfully completed the Job Training Program and can supply a certificate of completion or letter of verification from the training manager shall be interviewed (see Article 11.3.C.1.).

**D.** An employee is not prevented from seeking additional professional development through the Professional Development Program described in ~~Article section~~ 18.4.B.

## **ARTICLE 19. SALARIES.**

### **19.1 Pay Rates**

**A. Regular Rate of Pay.** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in the salary schedule. The regular rate of pay shall not include any shift differential required to be paid under this Agreement.

**B. Salary Reduction.** No employee will receive a salary reduction as a result of a change in the bargaining unit designation of the position which the employee holds. The employee will be Y-rated (see Article 11.1.I).

### **19.2 Longevity Pay (Effective 07/01/17).**

**A. Regular Employees.** Employees will be eligible for pro-rata longevity pay upon the completion of twelve (12) full years of continuous service. Longevity pay will begin with the July 1<sup>st</sup> pay cycle each year.

**B. Method of Longevity Payment.** Longevity pay will be provided on a monthly basis throughout the employee's work year. Eligibility is based on years of continuous classified service to the District. Beginning July 1, 2017, employees will be eligible for a non-cumulative longevity payment as follows:

<b>Years of Service</b>	<b>Annual Longevity Payment</b>
13-14 Years of Service	\$1,300.00 per year
15-19 Years of Service	\$2,000.00 per year
20-24 Years of Service	\$2,700.00 per year
25+ Years of Service	\$3,500.00 per year

Longevity Payments will not increase with COLA.

**19.3 Review of the Pay Plan.**

**A.** The salary ranges of all classifications and the internal relationships of classifications may be reviewed periodically by the District. The Federation will be consulted in advance of any overall review.

**B.** A job specification shall be provided to the Federation when a new position is created or a current specification is altered, and to the employee whose position is affected.

**19.4 Salary Schedules.**

**A.** Beginning July 1, 2017 and continuing thereafter, Salary Schedules EE, E0, and E1 shall be increased each fiscal year after adoption of the State Budget by the funded “percentage” known to the District as Cost of Living Adjustment (COLA) for California Community Colleges.

~~**B.** In addition, beginning on July 1 during each fiscal year of this Agreement, Salary Schedules “EE,” “E0,” and “E1” shall be increased as follows:~~

~~————— 2017-2018 ————— 1.0%~~  
~~————— 2018-2019 ————— 1.0%~~

**C.** Additionally, in each year of this Agreement, if any District employee bargaining group receives an increase in compensation greater than the statutory COLA, CFCE may request an immediate reopener on economic issues to negotiate whether comparable adjustments should be given to the classified bargaining unit or applied to the CFCE salary schedule “E” schedules EE, E0, and E1. [It is agreed that Article 19.4(c) shall not be applicable during the term of this agreement.]

**19.5 Itemized Warrants.** All regular warrants received by employees will be itemized in accordance with the County Payroll Office procedures.

**19.6 Mileage.** Employees who are required to use their vehicles for District business shall be reimbursed, in accordance with procedures, at the current mileage rate which is paid to other employees of the District.

**19.7 Meals and Lodging.** Employees shall receive the same consideration and payment, in accordance with District procedures, for required meals and lodging as are received by other District employees.

## **19.8 Movement on the Salary Schedule.**

Effective July 1, 2017, all movement on salary schedules EE, E0, and E1 will occur on July 1 of each year for all classified employees.

## **19.9 Appointment in Acting Status/Working Out of Classification Pay.**

**A.** Appointment of individuals in an “acting” status will normally be allowed in an emergency or when a situation exists where the incumbent in the position is unavailable to perform the required functions. Arrangements for acting appointments must be made with the Vice Chancellor of Human Resources. Acting appointments shall not extend beyond three (3) months without review by the Vice Chancellor of Human Resources, and subsequent approval by the Board of Trustees.

**B.** Per Ed Code 88010, classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the governing board in accordance with Section 88009, unless the duties reasonably relate to those fixed for the position by the board, for any period of time that exceeds five (5) working days within a fifteen (15)-calendar day period, except as otherwise authorized in this Agreement or by law.

Any employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days if his/her salary is adjusted upward for the entire period he/she is required to work out-of-classification and in amounts that will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

**C. Project-Specific Assignment.** (A project-specific assignment is an assignment specific to one project and shall not be considered an out-of-class assignment.) An upward adjustment in pay may be warranted if the project requires higher level duties not included in the employee’s underlying classification and will be granted for the specific period of the temporary project-specific assignment. Out-of-class pay increases for Board approved special or project-specific assignments shall be at a rate of seven and one half percent (7.5%) of the employee’s monthly salary. Employees serving in a project-specific assignment shall be provided and required to sign a form that describes the nature and anticipated duration of the assignment prior to its commencement.

**D. Out of Class Assignment.** When a classified employee has assumed the full range of duties in a higher classification, the employee shall be placed on the higher classification salary range at a step assuring an increase of at least seven and one half percent (7.5%) above his/her current base salary.

1. Classified employees who have assumed a full range of duties in a higher classification shall not serve in the out-of-class assignment for more than one year. However, the Vice Chancellor may make exceptions if District and eCollege demands warrant continuation of the assignment. In the event, the employee shall receive up to an additional three percent (3%) for continuing in the assignment, not to exceed the maximum salary in the new classification.

2. Employees serving in out-of-class assignments shall be provided and required to sign a form that describes the nature and anticipated duration of the assignment prior to its commencement. For assignments where the employee is serving in a higher classification and the assignment extends beyond one (1) year, prior to requesting the extension, the immediate supervisor will be required to evaluate the employee's performance in the out-of-class assignment. Under no circumstances shall an out-of-class assignment exceed two (2) years. Only employees with satisfactory evaluations in the out-of-class assignment will be allowed to serve in that assignment beyond one (1) year. However, satisfactory performance in an out-of-class assignment does not guarantee that the employee will be selected for the position in the event of a vacancy.
3. If an employee is extended into their second and final year of an out-of-class assignment, the supervisor will be required to provide a second out-of-class assignment form (see Appendix K) to the employee delineating the nature, performance expectations, and expected duration of the continuing assignment. The employee will acknowledge their agreement and understanding by signing this form.
4. Each position may be filled with out-of-class assignments not to exceed two (2) years in duration. At the end of two (2) years, a determination regarding the position must be made.

E. Employees appointed permanently to positions in which they are currently serving in acting status shall be given credit for time served toward satisfying the probationary period, for salary advancement and seniority credit.

## **ARTICLE 20. EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.**

### **20.1 Definition of Eligible Employees.**

A. Regular full-time and regular part-time employees will be eligible for benefits. Individuals employed at seventy-five percent (75%) or more of a full-time assignment are eligible for full coverage on the first of the month following the date of hire; however, coverage will be effective on the first day of employment if the employment date is the first of the month and it is a scheduled work day for that employee. Dependent coverage will be available in accordance with ~~ArticleSection~~ 20.1.B and 20.2.A-B ~~of this a~~Article.

B. The District will share equally the premium costs for individuals employed from fifty percent (50%) through seventy-four percent (74%). Dependent coverage will be available in accordance with ~~ArticleSection~~ 20.2.A-B ~~of this a~~Article.

### **20.2 Premium Costs.**

A. **Employee Premium.** Effective October 1, 2017 employees will contribute (0.8%) of the base annual salary established by the salary schedule in effect on July 1st of the fiscal year, on a ten (10) month basis. The balance will be paid by the District.

Employees will be provided an option to decline coverage and will be exempt from paying any amount toward benefits provided they sign a document stating they have other coverage and understand they may only re-enroll during Open Enrollment or within thirty (30) days of losing other coverage. In that event, the District coverage would become effective the first day of the month following the verified loss of the other coverage.

When two District employees are married to each other, are enrolled in the same medical plan and have children enrolled in the same medical plan, the premium contribution will be waived for the employee who is listed as a dependent; when there are no longer dependent children covered on the plan, the employee who is listed as a dependent spouse will revert to his/her own coverage and ID number and will not lose any rights and privileges as a benefits-eligible employee or retiree.

**B. Dependent Premium.** The District will contribute a portion of dependent premium. Employees with dependents will pay fifty dollars (\$50) per month through payroll deduction on a ten (10) month basis.

### **20.3 List of Benefits.**

*Note:* This ~~a~~Article does not thoroughly describe the entire benefits package Classified employees should refer to their insurance booklet for detailed coverage information.

During the duration of this Agreement, the District shall make available a benefits program consisting of the following:

#### **A. Medical Coverage.**

1. **A Self-funded Plan (PPO) option (~~Health Now – Anthem Blue Cross PPO~~~~Delta Health Systems PPO~~) will be available to eligible employees.**

Annual plan deductible for the Self-funded ~~Health Now – Anthem Blue Cross PPO~~~~Delta Health Systems PPO~~ shall be two hundred fifty dollars (\$250) per individual and five hundred dollars (\$500) per family in network per year; five hundred dollars (\$500) per individual and seven hundred dollars (\$700) per family out of network per year effective October 1, 2016.

2. **Health Maintenance Organization (HMO).** A Health Maintenance Organization (HMO) option will be available to eligible employees.
3. **Medical Plan Handbook.** A general description of all benefits shall be made available to all employees by the District. The master document will be on file in the Federation office as well as the District Benefits office.

#### **B. Dental Insurance.**

1. Employee premium paid by District.

2. Dependent premium paid by District.
3. Deductible will be fifty dollars (\$50) per person/per year, up to one hundred dollars (\$100) per family maximum.

**C. Optical Insurance.**

1. Employee premium paid by District.
2. Dependent premium paid by District.
3. Deductible will be five dollars (\$5.00) per person

**D. Life Insurance.**

1. Employee premium paid by District.
2. Voluntary dependent life insurance coverage when available will be paid by the employee.

**E. Salary Continuation Due to Disability.**

1. **Short-Term Disability.** (This Article supersedes any conflicting language found in Article 17.) Employees in active status who have been continuously employed for 12 months as a classified staff member (or have been continuously employed for 6 months as a classified staff member for pregnancy or a pregnancy related medical condition) and who are employed at fifty percent (50%) or more of a full-time classified assignment are eligible for short-term disability benefits at District expense with appropriate medical documentation. Employees are eligible for short-term disability provided they have unused extended sick leave available, have exhausted all earned and accrued sick leave, and while the employee is in the 100-working day elimination period for long-term disability benefits.

Employees will be compensated up to a maximum of one hundred percent (100%) of salary which includes 50% pay drawn from the employee's extended sick leave bank and 50% short-term disability under this section, including shift differential and professional growth stipend in effect at time of disability. Short-term disability claims are subject to approval by the District's third party claims administrator. Eligibility for short-term disability benefits are also subject to a mandatory waiting period of fourteen (14) calendar days from the date the employee is placed off of work by a medical provider.

2. **Long-Term Disability.** (This Article supersedes any conflicting language found in Article 17.) Employees who have been employed continuously for 12 months as a classified staff member and who are employed at fifty percent (50%) or more of a full-time assignment and who have exhausted all earned, accrued, and extended sick leave

and vacation leave are eligible to apply for long-term disability benefits at District expense provided that a completed application is submitted to and approved by the District's third party claims administrator prior to the exhaustion of all eligible leaves. Long-term disability coverage provides a benefit to qualified disabled employees of up to sixty percent (60%) of pre-disability earnings upon completion of a one hundred (100) working-day waiting period. Certain limitations will apply, such as a maximum benefit period of twenty-four (24) months applying to mental/nervous conditions and that income received from other sources may be deducted from the sixty percent (60%) benefit. Long-term disability claims are subject to approval by the insurance company that provides the benefit.

**F. Parking.** One (1) parking permit will be supplied free of charge by the District to each employee each semester.

**G. Health Promotion.** The District will make available to current employees programs in health promotion and preventive health services.

1. A joint District/Federation committee shall be established to make recommendations to the District on such programs.
2. This program is designed to minimize medical risks for the employees. Participation is voluntary and is intended to enhance, not duplicate, existing insurance benefits.

**H. Employee Assistance Programs.**

1. The District will make available to current employees programs to assist in such areas as chemical dependency and mental health.
2. Employees requiring treatment will be referred to agencies that are independent of the District.

**20.4 Continuance of Insurance Benefits.**

**A. Leaves of Absence, Paid and Unpaid.** Employees on paid leave are considered to be continuing employees and no interruption to the insurance benefit program shall be imposed upon such employees. Employees on an unpaid leave extending beyond ninety (90) days shall have the District paid insurance benefit program terminated at the beginning of the month following the ninetieth (90th) day of leave, except as otherwise required by law. An employee may continue insurance benefit coverage for the remainder of the leave by paying the full premium expense(s) per District procedure. Termination of employment for any reason shall result in discontinuance of District-paid benefits on the last day of the month of employment with the District, unless covered under another section of this Agreement.

**B. Death of the Employee.** The District will, for twenty-four (24) months from the date of the employee's death, pay full premium medical, dental, and vision insurance in force for dependents of a bargaining unit member who dies.

C. Retirement with ten (10) or More Years of Service. (See Article 21.1.2)

D. Retirement Benefit Age Seventy (70) or Over. (See Article 21.1.D)

## 20.5 Federation Recommendations regarding Fringe Benefit Program.

A. The District will, as appropriate, seek recommendations and input from the Federation regarding the fringe benefits program.

B. The District-wide ~~HealthEmployee~~ Benefits Advisory Committee (HBAC) has been established with the primary objective of making recommendations to the District for maximizing benefits while containing costs. The ~~HBACCommittee shallwill~~ meet monthly during the two academic semesters and at other times as determined by its membership at least quarterly and. The HBAC will report its activities and recommendations ~~twice each year~~ to the Vice Chancellor of Human Resources twice each year.

C. The HBAC will have the following voting members, one from each of these constituent groups:

1. Coast Federation of Classified Employees: 2 representatives; and
2. Coast Federation of Educators: 2 representatives; and
3. Coast District Management Association: 1 classified management representative and 1 educational administrator representative; and
4. Coast District Association of ConfidentialClassified Employees: 1 representative  
Coast Community College Association; Academic Management.

~~One of the voting members will be elected to be the Chair of the HBAC. No constituent group shall have a greater number of representatives than the Coast Federation of Classified Employees. Ex officio members will be the District's Benefits Advisor(s) and the Vice Chancellor of Finance and Administrative Services.~~

~~The Federation will be asked to provide a representative to the District-wide Employee Benefits Advisory Committee. The Committee will consist of representatives from classified, faculty, management, and confidential employees. The Committee shall include a proportionate number of classified employees to other Committee representatives, meaning that no constituent group shall have a greater number of representatives than classified employees. The committee will be convened by the Vice Chancellor of Human Resources and will have as ex officio members the District's Insurance Advisor(s) and the Vice Chancellor of Finance and Administrative Services.~~

D. The Federation and the District agree that the self-insured employee benefits coverage will continue to be evaluated for the purpose of maintaining or reducing the District's out-of-pocket expenses.

## 20.6 Referral to Employee Assistance Program.

A. **Preamble.** The District and the Federation jointly recognize alcoholism, drug abuse, and emotional problems as illnesses that are treatable. It is also recognized that it is in the best interests of the employees, the District, and the Federation that these illnesses be treated and controlled under the

existing collective bargaining relationship. Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline.

**B. Protocol.** The rights and benefits of this program shall be coordinated with other benefits provided for in this ~~a~~Article.

## **ARTICLE 21. RETIREMENT.**

### **21.1 Continuation of Insurance upon Retirement.**

**A. Retirement with Fewer than Ten (10) Years of Service.** Employees who are fifty (50) years old and retire under PERS with less than ten (10) years, but have five (5) or more years of service to the District, may elect to continue their medical, dental, life, and optical insurance, including dependents, at their expense.

#### **B. Retirement Benefits.**

1. Employees (seventy-five percent (75%) to one hundred percent (100%) assignment) hired on or after January 1, 2018, will be eligible to retire with District paid benefits until age seventy (70) under the following conditions: 1) the employee retires from the District and PERS and is age sixty (60) or older; and 2) the employee has accumulated at least fifteen (15) years of continuous service with the District.
  - a. Retirees ages 65 and over must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible for continuation of benefits. The District funded Health Now – Anthem Blue Cross PPO~~Delta Health Systems PPO~~ plan is not available to retirees after age 65.
  - b. Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
  - c. All other provisions related to eligibility and cost listed in Article 21.1.C shall apply.
2. Employees (seventy-five percent (75%) to one hundred percent (100%) assignment) hired prior to January 1, 2018 and who are fifty-five (55) years old and retire under PERS with ten (10) or more years of service to the District shall retain medical, dental, life, and optical insurance, including coverage for their dependents, until the retiree reaches the age of seventy (70) under the following conditions.
  - a. Once a retiree reaches age 65, they must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible for continuation of benefits. The District funded Health Now – Anthem Blue Cross PPO~~Delta Health Systems PPO~~ plan is not available to retirees after age 65.
  - b. Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.

- c. ~~For employees who retire between January 1, 2018 and June 30, 2019, and who enroll in the United Health Care Medicare Advantage, are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent shall be permitted to remain on the District self-funded Delta Health Systems PPO, as permitted in this Agreement, until such time as the spouse or dependent reaches age 65, at which time the spouse or dependent must enroll in the United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits. It is the specific intent of the parties that this language in Article 21.B.2(e) shall sunset and be removed from the Agreement on June 30, 2019.~~

For employees who retire on or after July 1, 2019, and are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent must enroll in the same plan family as the retiree (e.g. the District's Blue Shield Access Plus HMO, ~~United Health Care HMO~~, Blue Shield TRIO HMO, or Kaiser HMO plan) in order to remain eligible for the continuation of benefits. Upon reaching age 65, the spouse or eligible dependent must enroll in the same plan as the retiree (e.g. United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO) and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits.

For employees who retire on or after July 1, 2019, and are age 65 or older, and whose spouse or allowable dependent is younger than the retiree and living out of state, that spouse or allowable dependent shall be permitted to enroll in/remain on the District self-funded Health Now – Anthem Blue Cross PPO, ~~Delta Health Systems PPO~~, until such time as the spouse or allowable dependent reaches age 65, at which time the spouse or allowable dependent must enroll in the same plan as the retiree (United Health Care Medicare Advantage PPO) and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits.

- d. All other provisions related to eligibility and cost listed in Article 21.1.C shall apply.

### **C. Retiree Contributions toward Benefits.**

The District and the retiree will contribute towards costs in the same amount as specified in the Federation bargaining agreement in effect at the time of retirement. Changes in plan design (such as co-pays, and plan options) will be the same for retirees as active employees. The retiree must submit payment to the District one (1) month in advance.

**D. Retirement Benefit Age 70 or Over.** Employees who retire under Article 21.1.B.2 on or before December 31, 2017 shall receive an annual credit of up to four thousand dollars (\$4000) to be applied only to the District Health Now – Anthem Blue Cross PPO, ~~Delta Health Systems Medicare Supplemental PPO~~ Plan or \$3000 towards the United Health Care Medicare Advantage PPO, or \$1,000 towards the Kaiser Senior Advantage HMO at the age of seventy (70). The credit shall not apply to

any HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered –domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse’s or registered domestic partner’s death.

Employees who retire under Article 21.1.B on or after January 1, 2018 shall receive an annual credit of up to three thousand dollars (\$3,000) to be applied only to the UHC Medicare Advantage PPO or \$1,000 towards the Kaiser Senior Advantage HMO at the age of seventy (70). The credit shall not apply to any HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse’s or registered domestic partner’s death.

**21.2 Additional Recognition for Meritorious Service.** Classified employees who retire with at least fifteen (15) years of service to the District, in recognition of their meritorious service, shall be granted the following:

- A. Certificate for years of meritorious service to be presented by the Board of Trustees.
- B. Lifetime library pass from the College library of their choice.
- C. Lifetime staff pass.
- D. One (1) parking permit annually without charge.
- E. Use of campus fitness facilities during hours of open access for active employees.

**21.3 Pre-retirement Reduced Work Load Option.**

**A. Pre-retirement Reduced Schedule.** The District offers a pre-retirement program, which will allow partial employment for full-time employees approaching retirement. The program will give these employees an opportunity to experiment with retirement through a reduced work load.

1. The employees must have been employed by the District as a regular staff member for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment, as defined by the retirement system of which the employee is a member.
2. -The employee shall have reached age fifty-five (55) years by the effective date of the reduced schedule and shall not exceed the age of seventy (70) years in the school year in which the work reduction begins.
3. The employee must agree to retire and terminate services with the District at the conclusion of the employee’s pre-retirement program, which shall not exceed five (5) years, except by mutual agreement per ArticleSection 21.3.A.8-of this aArticle.
4. The employee must make application for participation in this program to the Vice Chancellor of Human Resources. A copy of application must also be sent to the

President of the Federation at least sixty (60) calendar days prior to the first day on which the work reduction is to be effective. The District will notify the Federation of such applications. The District may honor a late request due to unusual or emergency circumstances.

5. A pre-retirement program for any eligible employee will require a reduction in the employee's normal assignment. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the last year of service in a full-time position. The details of such an assignment must be consistent with the needs of the department.
6. Except for the reduction in salary corresponding to the reduced workload, the District will provide an employee on this program with the same benefits provided full-time employees. The District and the employee on the program shall agree to make contributions to the retirement system, of which the employee is a member, equal to the amount that would have been contributed if the employee had remained in full-time employment. The employee on the program shall authorize the District, in writing, to deduct from the employee's pay such amounts as are necessary to pay the employee's one-hundred percent (100%) retirement contribution. Sick leave and vacation, where applicable, are earned on a pro-rata basis.
7. An employee participating in the program is not eligible for professional leave.
8. An employee who elects to participate in the pre-retirement program shall enter into an agreement, five (5) year maximum, with the District respecting the terms and conditions of the employee's program. The employee must retire at the conclusion of the agreement. Such agreement shall be consistent with the provisions of this ~~a~~Article. The agreement can be revoked or amended only with the mutual consent of the parties.

## **ARTICLE 22. DISCIPLINARY PROCEDURE.**

**22.1** A permanent classified employee may be subject to discipline for just cause, pursuant to the provisions of this ~~a~~Article. It is the intent of the parties that employees and their supervisors shall have informal conversations, prior to the imposition of discipline, regarding the employee's possible need for improvement in the workplace. Performance or behavioral issues should be addressed as quickly as possible through communication and the earnest attempt to achieve mutual understanding.

**22.2 Definition of Discipline.** Discipline is defined as any action which will result in the involuntary reduction in hours, involuntary reduction in compensation, involuntary reduction in classification/demotion, involuntary reassignment, suspension, or dismissal of a bargaining unit member with permanent status. All discipline must be reasonable, timely, and related in severity to the seriousness of the offense.

**22.3 Purpose of Discipline.** The desired outcome of discipline is to correct or remediate unsatisfactory performance or behavior.

**22.4 Progressive Discipline.** In most cases correction or remediation of unsatisfactory performance or behavior will be best achieved through the application of progressive discipline – a sequence of escalating actions that includes both corrective steps and disciplinary actions.

**22.5 Employee Representation.** The employee has the right to request Federation representation during disciplinary conferences between the employee and his/her supervisor.

**22.6 Steps in Progressive Discipline.** In most circumstances, the following sequence of steps shall be followed to provide progression of corrective and disciplinary actions for permanent employees:

**A. Corrective Steps.**

1. **Informal conference(s)** will be held between the supervisor and the employee to discuss the following: (1) performance standards and behaviors expected on the job; and (2) feedback on any problems regarding job performance or behavior.
2. **Verbal warning** will be given, at a meeting with the employee, if the performance has not improved or the previously discussed behavior has not been corrected. The supervisor providing the verbal warning should clarify expectations and attempt to foster increased understanding of the established standards of performance, and/or behavior.
3. **Written warning(s)** will be given if the unsatisfactory performance or behavior persists. The written warning(s) will be presented in a meeting with the employee, unless the employee is absent for an extended period of time. The written warning will outline the performance or behavioral issues, clearly state expectations relating to performance and/or behaviors, and indicate that failure to improve may result in future discipline.
4. **Written reprimand(s)** will be given when there is an insufficient level of improvement following previous discussion(s) and warning(s). The reprimand will outline the concerns, expectations, provide direction, and state future disciplinary consequences, should the concerns continue. The written reprimand will be placed in the employee's personnel file. Prior to the reprimand being placed in the file, the employee will have the opportunity to attach a written response to the reprimand within ten (10) days.

**B. Disciplinary Actions.**

1. Suspension with pay
2. Suspension without pay
3. Involuntary demotion or reduction in hours or pay
4. Dismissal/termination from employment

C. The Federation and the District also recognize that an employee's conduct or behavior may be so severe that it substantially impairs his/her ability to continue to function in public service, warranting the District to bypass progressive discipline prior to proposing disciplinary action (e.g., Ed Code §87010-87011).

D. The District also retains the right to suspend an employee without warning when it is necessary to protect lives or property, and to insure maintenance of order, or to protect the health and welfare of students or other employees.

**22.7 Causes for Discipline.** Discipline shall be imposed upon permanent employees of the bargaining unit for just cause as outlined in Appendix J.

**22.8 General Guidelines for Discipline.**

A. When allegations are made against a classified employee, that a reasonable person would conclude could lead to the discovery of inappropriate conduct or actions, the District management shall exercise due diligence in investigating the facts brought to its attention prior to the imposition of discipline.

B. In performance related issues, the employee will have received prior written notification that a condition existed which could result in disciplinary action and have had an opportunity to correct the condition.

C. Prior to any disciplinary action taking place, the employee shall receive notice of the impending disciplinary action (see 22.13) and have the opportunity to respond to the charges, either orally or in writing.

D. No disciplinary action shall be taken for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed the employee should have disclosed the facts to the District (Ed Code §88013[d]).

E. No disciplinary action shall be taken for any cause which arose prior to the employee's obtaining permanent status.

**22.9 Necessity of Insurance and Licenses.**

A. The uninsurability of an employee to drive a District vehicle or failure to maintain a current license or certification when such is a requirement of the employee's position may result in discipline. Upon notification or confirmation by the District's insurance carrier, or verification through a licensing agency that an employee is uninsurable or has failed to maintain proper licensing or certification, the following steps will be taken:

1. Except in instances of dereliction of duty or negligence, the District shall attempt to reassign the employee within the same class or to a vacant position in a related class not requiring operation of a motor vehicle or professional certification or licensure.

2. If reassignment is not possible, then the employee may be voluntarily demoted to a vacant position for which the employee meets the minimum qualifications of the lower classification.
3. Any demotion or reassignment to a related but lower classification will result in the employee's pay being adjusted to the salary range of the lower classification.
4. If the procedures in this Section cannot be accomplished, the District may pursue dismissal.

**22.10 Suspensions of up to three (3) days** without pay will require a meeting, prior to the suspension, with the employee, the supervisor, and the Vice Chancellor of Human Resources/Designee to provide the employee the opportunity to respond to the charges, either verbally or in writing, and express his/her belief as to why the suspension should not be imposed. The employee may request to have a Federation representative present. The employee has the right to waive the meeting and may instead respond in writing. Within ten (10) days of the meeting, or submission of the written response, the Vice-Chancellor/Designee shall issue a decision in writing and may in his/her discretion, accept, reject, or modify the recommended disciplinary action, not to exceed a three (3) day suspension. The decision of the Vice-Chancellor/designee shall be deemed the Board of Trustees' final decision.

**22.11 Suspensions of four (4) or more days** without pay, reduction in compensation, demotions, and dismissals, shall require a more formalized hearing procedure and the subsequent opportunity to request an evidentiary hearing before the Board of Trustees.

**22.12 Predisciplinary (Skelly) Hearing.**

**A.** Prior to such District action, employees shall receive written notification through certified mail to their home address that is on file with the District Office of Human Resources, of the District's intention to suspend without pay for four (4) or more days, demote, reduce compensation, or dismiss. A second copy of this notice shall be sent to the employee, upon request, should the employee wish to forward the notice to the Federation President or designee. The notification shall include the following:

1. A statement in ordinary and concise language of the specified acts and omissions upon which the proposed disciplinary action is based.
2. The specific disciplinary action proposed.
3. The cause(s) or reason(s) for the specific disciplinary action proposed.
4. A copy of the charges and materials upon which the proposed disciplinary action is based.
5. Notice of the employee's right to a predisciplinary (Skelly) hearing, the right to representation and the person to whom he/she must make that request in writing by a specified date.

**B.** Upon receipt of such a request, the Vice Chancellor of Human Resources or supervisory designee shall schedule a pre-disciplinary (Skelly) hearing to be held not less than five (5) days from the notification to the employee of the intent to discipline, to determine whether to proceed with the discipline.

1. The District official appointee hearing the employee's perspective must be able to render an unbiased opinion and must have the authority to reverse the decision to suspend, demote, reduce compensation or terminate employment, should the evidence presented at the Skelly hearing provide cause for him/her to do so.
2. If agreed upon by the administrator conducting the Skelly hearing and the Federation representative, the supervisor imposing the discipline may also be present to hear the employee's perspective.
3. At the Skelly hearing the employee may present in writing or in person, with or without a representative, any information as to why the intended action should not proceed. At the conclusion of that hearing or after the scheduled time the employee chooses not to appear or present information, the administrator shall recommend a decision to the Vice Chancellor of Human Resources, which shall be carried to the Governing Board for final action.

**C.** The action taken by the Board of Trustees shall be communicated to the employee in writing, including a statement of the action and the charges upon which the action is based. The employee will also be notified in writing of his/her right to request an evidentiary hearing before the Board of Trustees, which must be requested within five (5) working days after service of the notice.

1. A "Request for Hearing" form shall be included with the written notification which, when filed with the Vice Chancellor of Human Resources, shall constitute a demand for hearing and denial of all charges.

### **22.13 Evidentiary Hearing with the Board of Trustees.**

**A.** If an employee files a "Request for Hearing" form with the Vice Chancellor of Human Resources within five (5) days after service of notice of the Board's action to approve the imposition of discipline, the Board shall set a date for the hearing before the Board itself or shall appoint a hearing officer to hear the matter and make a recommended decision to the Board.

**B.** The hearing shall be conducted upon due notice, with the burden of proof resting with the District administration. The employee may provide evidence refuting the charges and may be assisted at the hearing by a Federation representative.

**C.** The Board will ultimately consider the matter in Closed Session, unless the employee requests to have the matter considered in open session. The Board will take action to accept, amend, or reject the recommended disciplinary action.

**D.** An employee who is demoted, or dismissed, following an evidentiary hearing with the Board of Trustees may appeal the disciplinary action through the Arbitration procedures set forth in Article ~~6, beginning at Section 6.8.A~~ and extending through ~~ArticleSection~~ 6.8.D of this Agreement.

The decision of the arbitrator will be advisory. The District and Federation will share the cost of the arbitrator. The cost of the court reporter, if any, will also be shared equally by the District and the Federation. All other costs incidental to the hearing will be borne by the party incurring them.

## **ARTICLE 23. CONCERTED ACTIVITIES.**

**23.1 Concerted Activities.** It is agreed and understood that there will be no work stoppage, slowdown or other refusal or failure to fully and faithfully perform job functions and responsibilities by the Federation or its agents, including compliance with the request of other labor organizations to engage in such activity.

**23.2 Compliance.** The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce bargaining unit members to do so. In the event of a work stoppage, slowdown, or other refusal or failure to fully and faithfully perform job functions and responsibilities by the employees who are represented by the Federation, the Federation agrees in good faith to take all reasonably necessary steps to induce those employees to cease such action.

**23.3 Concerted Activities by Other Units.** It is further agreed and understood, in the event of a concerted activity by any other employees of the District, that the District, recognizing the importance of the contributions of the bargaining unit to the continued efficient operation of the District, will make every reasonable effort to provide continued work for such employees and will make no significant changes in normal work schedules without notifying the Federation within twenty-four (24) hours of the necessity of such changes.

## **ARTICLE 24. JOB TRAINING.**

**24.1 Job Training.** The District shall establish a job training program for bargaining unit employees. A committee shall administer this program. Membership shall be as follows:

**A.** Three (3) members appointed by the District, including a representative of the Office of Human Resources.

**B.** Four (4) members appointed by the Federation, according to the following formula:

1. One (1) representative, Coastline Community College.
2. One (1) representative, Orange Coast College.
3. One (1) representative, Golden West College.
4. One (1) representative, District Office (including D.I.S.).

Procedures and guidelines shall be formulated by this committee for recommendation to the District and Federation. The District shall fund the program at fifteen thousand dollars (\$15,000) per year. Funds budgeted but not expended in one fiscal year will be carried over for use in the following fiscal year.

**ARTICLE 25. BULLYING AND MOBBING.**

**25.1** The District agrees that bullying or mobbing shall not be tolerated, and the District shall take all appropriate and reasonable measures to address instances where bullying and mobbing have occurred in the workplace.

**25.2 Definitions.**

**A. Bullying.** Bullying is a form of psychological harassment or violence through the use of targeted, malicious intent, which can occur between a manager, a faculty member, and/or a co-worker.

**B. Mobbing.** Mobbing occurs when a supervisor or co-worker gathers others to willingly, or unwillingly, participate in continuous malevolent actions toward a target.

**25.3** The Federation and the District agree to make modifications to this ~~a~~Article in conformity with the future adoption of a Board Policy.

**ARTICLE 26. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, HARASSMENT, AND ADA.**

**26.1 Non-Discrimination.** The District and the Federation agree, pursuant to law, not to discriminate unlawfully against any classified unit members, such as on the basis of age, race, color, gender, gender identity, gender expression, religion, national origin, sexual orientation, marital status, medical condition, physical and mental disability, military or veteran status, or genetic information, or because he/she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these perceived characteristics. Further, the District and the Federation agree not to discriminate unlawfully against any classified unit member on the basis of political activities or affiliations, or membership or non-membership in the Federation.

**26.2 Equal Employment Opportunity.** The District and the Federation agree to comply with federal and state law in order to provide equal opportunities for all qualified employees and applicants for employment. In accordance with applicable federal and state laws, the District and the Federation agree on the principle and concept of an Equal Employment Opportunity program, and further agree to work together towards achieving the goals of this concept.

**26.3 Harassment.** No classified unit member shall be subject to any form of verbal, physical or visual harassment. In applying this Section, the rights of free speech and association should be accommodated consistently with the intent of this Article. If harassment occurs between employees and the conflict adversely affects the workplace environment, the supervisor shall recommend the Employee Assistance Program (EAP) for conflict resolution. Employees shall retain the right to seek Federation representation.

**26.4 Sexual Harassment.** The District and the Federation recognize the problem of sexual harassment in the workplace and are committed to ending it. The District shall take all appropriate and reasonable measures to prevent and eliminate sexual harassment. The processes set forth in Board Policies and Procedures and Title 5 shall be followed in filing a complaint alleging unlawful sexual

harassment. Employees who are aware of sexual harassment should report such incidents to the Vice Chancellor of Human Resources, as the Responsible District Officer for receiving such complaints, or designee.

**26.5 Americans with Disabilities Act.** The District and the Federation agree to comply with the Americans with Disabilities Act. The District agrees to make reasonable accommodations, if any, on a case by case basis and in accordance with applicable laws.

**26.6 Changes in Law.** In addition, the District and Federation agree that subsequent changes in law shall be automatically incorporated into this Agreement.

**26.7 Legal Determinations and Grievance Rights.** The District and the Federation recognize that avenues outside this Agreement exist for the legal determination of issues which deal with discrimination. Therefore, the exercise of grievance rights under this ~~a~~Article is subject to Article 6 of the Agreement only through ~~ArticleSection~~ 6.6.C.

**ARTICLE 27. AGREEMENT CONDITIONS AND DURATION.**

**27.1 Savings Clause.** If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in force and effect.

**27.2 Replacement of Invalid Provision(s).** In the event of invalidation of any ~~a~~Article or ~~s~~Section of this Agreement, the District and the Federation agree to meet and negotiate within thirty (30) days after such determination, for the purpose of arriving at a satisfactory replacement of such ~~a~~Article or ~~s~~Section.

**27.3 Duration.**

This Agreement shall become effective upon the execution by both parties, except as otherwise specified and shall continue up to and including June 30, ~~2022~~2019, the date of its expiration.

**IN WITNESS WHEREOF** the parties execute this Agreement this ~~2<sup>nd</sup>~~ ~~15<sup>th</sup>~~ day of ~~September~~November, ~~2020~~2017.

COAST FEDERATION OF CLASSIFIED  
EMPLOYEES/AMERICAN FEDERATION  
OF TEACHERS, LOCAL 4794

COAST COMMUNITY COLLEGE DISTRICT

Andrew Deaso~~Connie Marten~~, President

David A. Grant, President  
Board of Trustees

---

~~Dr. Marco Baeza~~~~John Tortarolo~~  
~~Interim~~ Vice Chancellor, Human Resources