

Chancellor's CABINET HIGHLIGHTS



This is a publication of the Contra Costa Community College District Chancellor's Office
Dr. Helen Benjamin, Chancellor

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December 2013

~ Mission

The mission of the Chancellor's Cabinet is to serve as the leadership team ensuring the capacity of our District to educate students effectively and meet the needs of our communities in partnership with classified staff, faculty, and other managers.

Hospital Council of Northern & Central California Discussion

Cabinet held a conversation with local hospital representatives to talk about workforce needs how the community colleges can help provide the qualified employees they need.

Career Pathway Programs Reviewed

Randy Tillery led a Cabinet update on career pathway programs including the EBCAA, DBS and CCCLLI programs he is managing.

2014-15 Nonresident Tuition Rate Discussion

Cabinet discussed and provided input on the upcoming Governing Board decision on 2014-15 nonresident tuition rates.

Faculty Recruiting

Sophia Lever and Andrea Gonzalez-Lewis provided Cabinet with an update on their recruitment efforts to fill a number of faculty positions in the District.

Final Approval to Policies and Procedures

The following policies and procedures were given final Cabinet approval.

Number	Policy/Procedure
Bus. 11.01	Purchasing Procedure
HR 1020.02	Fingerprinting New Employees
HR 1020.05	Oath of Allegiance
HR 1030.01	Service Awards

The Contra Costa Community College District, founded in 1948 and governed by a publicly elected five-member board, is one of the largest multi-college community college districts in California. The mission of the District is to attract and transform students and communities by providing accessible, innovative and outstanding higher education learning opportunities and support services.

HR 1050.01	Donation of Sick Leave
HR 1050.03	Leave for Pregnancy
HR 1050.09	Administrative Leave
HR 1050.11	Military Leave of Absence (Delete)
HR 1050.12	Industrial, Accident/Injury, Designation of Physician, Chiropractor, or Acupuncturist
HR 1050.14	Optimal Utilization of Resources (Our) System Modified Work Assignments for Industrial Injury or Illness
HR 1080.04	Reasonable Accommodations for Job Applicants
HR 1080.05	Reasonable Accommodation for Employees Requests under the American with Disabilities Act
HR 1080.06	Alcohol in the Workplace
HR 1080.07	Occupational Exposure to Blood Borne Diseases
HR 1080.08	Meal and Rest Periods
HR 1080.09	Drug and Alcohol Testing for Transportation Employees (Delete)
HR 1080.12	Sexual Assault
HR 1110.02	Procedures upon the Report of Death of an Employee or Retiree
HR 1110.03	Notice of Right to Files Unemployment Insurance Claim (Delete)
HR 1120.01	District Group Insurance Plans
HR 1120.02	Cash Stipend in Lieu of Benefits
HR 1120.03	Group Life Insurance Plans
HR 1120.04	Salary Continuance Insurance
HR 1120.06	Dependents' Benefits
HR 1120.10	Domestic Partner's Coverage
HR 4000.01	Governing Board Members' Compensation
HR 4000.03	Employee Organizations
HR 4000.08	Distribution List: Human Resources Procedures Manual (Delete)
HR 4000.10	Distribution List: Management, Supervisory, and Confidential Employees Personnel Manual (Delete)
HR 4000.12	Salary Schedule Distribution
HR 4000.13	Distribution List: Local 1Contracts (Delete)
HR 4000.14	Distribution List: United Faculty Contracts (Delete)
HR 4000.17	Political Activity
HR 4000.19	Contract Agreements Manual Represented Employees Distribution List (Delete)
HR 4000.20	Whistleblower Protection

**Business Policy
Final Approval and
Consensus to Move to Board for 1st Read**

**Business Procedure
CCLC #22
Final Approval**

PURCHASING PROCEDURE

The purchasing of services and materials shall be centralized in the Purchasing Department under the Director of Purchasing and Contracts. All purchasing shall be in accordance with state law, as follows.

- Price quotations shall be solicited from vendors who offer the services, supplies and equipment needed by the District. In all cases where the same price is submitted by two or more vendors on the same or equal services or merchandise and one vendor has a place of business in the Contra Costa Community College District, the award shall be made to the local vendor.
- The Purchasing Department shall maintain a mailing list of vendors who are interested in quoting prices. Since publishing of the Notices to Bidders constitutes official notice of a bid, the District assumes no responsibility for the failure of a vendor to receive a bid unless the request is in response to the published notice. Bids shall be opened at public bid opening conducted by the Purchasing Department. The price quotations of each bid shall either be read in public or a tabulation prepared for interested bidders.

Awarding of Bids and Contracts – The awarding of bids and contracts shall be subject to the following conditions.

- a. Any and all bids and contract proposals may be rejected by the District.
- b. All bids shall be opened publicly and bidder shall be given the opportunity to make record of the bids received.
- c. Bid and contract award recommendations to the Board shall show a tabulation of the bids received in reasonable detail.
- d. Bid and contract awards shall be made to the lowest responsible bidder substantially meeting the requirements of the specifications. The District reserves the right to make its selection of materials or services purchased based on its best judgment as to which bid substantially complies with the quality required by the specifications.
- e. For the purposes of bid evaluation and selection when the district determines that it can expect long-term savings through the use of life-cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the District may provide for the selection of the lowest responsible bidder on the basis of best value pursuant to policies and procedures adopted by the governing board in accordance with this section.
- f. "Best value" means the most advantageous balance of price, quality, service, performance, and other elements, as defines by the Board, achieved through methods in accordance with this section and determines by objective performance criteria that may include price, feature, long-term functionality, life-cycle costs, overall sustainability, and required services.

Formal Bidding Process – No contract for public projects (construction and maintenance) in excess of the amount as specified in Public Contract Code (PCC) 22032 (c) shall be let without formal, advertised bid.

No contract for materials, supplies, equipment repair and services in excess of the amount established by PCC Section 20651 shall be let without formal, advertised bid.

District Office Purchasing will publish a Request for Bid at least once a week for two weeks in a local newspaper of general circulation. The typical bid will require 45 to 60 days from the first date of publication to the awarding of the contract by the Governing Board. More time may be required dependent on the complexity of the procurement. Adequate time for the bid process should be included in the planning of a project. (Education Code 81641)

Informal Bidding Process – Purchase shall be on the open market by written quotation or telephone quotation and award for expenditures under the amount established by PCC Section 20651 with a minimum solicitation of at least three quotations, except that on purchases of \$5,000 or under buyers may exercise discretionary judgment on the number of bids solicited and the firm to which award is made, consistent with quality, delivery and service.

Contracts for public projects (construction and maintenance) shall be coordinated with the Facilities Planning department and may be let by the informal procedures set forth in the California Uniform Construction Cost Account Act (PCC 22032 (b)).

Purchase without Estimate or Bid – Purchase of supplementary textbooks, library books, educational films, audio-visual materials, test materials, workbooks, instructional computer software packages, or periodicals in any amount needed for the operation of the District may be made without securing quotations or advertising for bids. (Education Code 81651)

Professional Services (i.e., architects, engineers, environmental consultants, etc.) are not required to be bid. The District, however, may solicit proposals, as determined by the Chief Administrative Services Officer or designee (Government Code 4525 and 4526).

Contracts for public projects under the amount specified in PCC 22032 (a) are not required to be bid. Projects in excess of \$15,000 shall have three (3) quotes submitted to Purchasing with the purchase requisition.

Per PCC 22033, it shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the bidding process.

Delegation of Purchasing Authority – College and District managers are granted authority to procure goods and services in accordance with Business Procedure 11.15.

Purchases exempt from this administrative procedure are:

- a. purchase through the State of California, Department of General Services pursuant to Education Code 81653;
- b. purchases from the federal government or any agency thereof of any surplus property as defined in the Surplus Property Act of 1944; and
- c. purchases from any public agency or corporation within Contra Costa County.

Formal or Informal bidding requirements may be waived by the Director of Purchasing for the following reasons:

- a. emergencies which arise due to circumstances external to, or beyond the control of, staff members. (Those situations which arise from failure to plan adequately will not be considered emergencies – see PCC 22035.); and
- b. material desired is available from only one source and three bids can not be obtained. This does not authorize purchase by brand name to the exclusion of all others.

Summary of Procedures – Departments are encouraged to contact the Purchasing Department to discuss the appropriate procedure for acquiring goods and/or services. The following general categories cover most types of purchases and contracts.

- a. Miscellaneous Services Contracts: For contracting procedures for a wide variety of services, such as independent contractors, personal and professional services, and instructional services, not relating to public construction/projects. See Business Procedure 9.40 through 9.45 for detailed information. These services are generally not required to be bid as they are unique, specialized or professional.

For miscellaneous services, departments shall obtain a proposal from the recommended firm, complete the District's short form contract; and submit the documents to the contracts manager in the District office. Contracts over the bid limits established by the Public Contracts and Government Code statutes require Governing Board approval. Departments should seek the advice of the Director of Purchasing to determine if the service requires proposals.

- b. Public Projects – Construction and Improvements (PCC Section 22002 C): (1) Construction, re-construction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; and (2) Painting or re-painting any publicly owned, leased or operated facility.

The District has adopted the California Uniform Public Construction Cost Accounting Act's bidding requirements, see Business Procedure 11.02.

Departments shall submit Purchase Requisitions for these projects (see Business Procedure 11.03).

- c. Public Projects – Maintenance Work (PCC Section 22002 (d)): (1) Routine, recurring, and usual work, or the preservation or protection of any publicly owned or operated facility; (2) Minor painting; (3) Resurfacing of streets (less than 1 inch); and (4) Landscape maintenance, mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler system.

As with construction projects, above, the District has adopted the California Uniform Public Cost Accounting Act's bidding requirements.

**Human Resources Procedures
Final Approval**

FINGERPRINTING NEW EMPLOYEES

1. New employees, including all full and part-time faculty, management, supervisory, and monthly classified employees, are to be fingerprinted by an Applicant Live Scan Site designated by the District.
 - a. The hiring location's Human Resources Office will prepare a "Request for Live Scan Service." A copy will be kept in a pending file at the hiring location until clearance is received. ~~Copies should be given to the employee who will take them to the Applicant Live Scan Site.~~ The employee should also be given a copy with instructions to contact a live scan site for an appointment
 - b. Employment is contingent on receiving a fingerprinting clearance.
 - c. The designated ~~Applicant Live Scan Site~~ live scan site will submit electronic fingerprint images to the Department of Justice, complete the bottom portion of the Request for Live Scan Service form, retain one copy of the request form for agency records, and give one copy to the employee. A completed copy is sent to the District Human Resources Office by the Live Scan Site.
 - d. When the electronic clearance is received by the District Human Resources Office, it will be forwarded to the appropriate location for placement in the employee's personnel file.
 - e. If a Criminal Offender Record is returned for an individual, it will be referred to the ~~Human Resources Operations Manager~~ Chief Human Resources Officer or designee for review and action as needed. Criminal Offender Records will be placed in sealed envelopes and filed in the confidential portion of the employees' personnel file and are only to be opened under instructions of the ~~Associate Vice Chancellor/~~ Chief Human Resources Officer or designee.

2. Criminal Offender Record Information

Misuse of Criminal Offender Record Information is a criminal offense. Violation of the procedures regarding Criminal Offender Record Information may result in disciplinary action and/or criminal or civil prosecution.

- a. The overall responsibility for the administration of the employee fingerprint and resulting criminal history information rests with the ~~Associate Vice Chancellor/~~Chief Human Resources Officer. The Chief Human Resources Officer will designate one or more employees to receive, store, disseminate and destroy criminal records furnished by the California Department of Justice and to serve as the contact for the California Department of Justice for related issues. Any such employee must be confirmed by the California Department of Justice as required by law and pursuant to California Department of Justice Procedures. The Chief Human Resources Officer will notify the California Department of Justice by March 1 of each year beginning on March 1, 2012, of the individuals designated.
- b. The Chief of the District Police Services will be responsible for all criminal offender record information (CORI) obtained by the college police services department.
- c. Any questions regarding the release, security and privacy of Criminal Offender Record Information are to be resolved by the ~~Associate Vice Chancellor/~~ Chief Human Resources Officer.
- d. Criminal Offender Record Information shall be under lock and key and accessible only to the ~~Associate Vice Chancellor/~~ Chief Human Resources Officer or designee, who are committed to protect Criminal Offender Record Information from unauthorized access, use or disclosure.
- e. Criminal Offender Record Information shall be used only for the purpose for which it was requested.
- f. Criminal Offender Record Information shall be destroyed after employment separation has been made, and copies of the same will be destroyed in such a way that the employee's name can no longer be identified.
- g. Criminal Offender Record Information may not be reproduced or disseminated.
- h. Employees involved in accessing confidential criminal history records are required:

- 1) to read and abide by this procedure;
- 2) to themselves be fingerprinted and have a clearance check completed; and
- 3) to have on file a signed copy of the Employee Statement Form acknowledging an understanding of laws prohibiting the misuse of Criminal Offender Record Information.

Penal Code Section 11077.1, 11102.2
Education Code Section 87013, 88024

OATH OF ALLEGIANCE

The California Government Code requires that district employees upon employment, complete an Oath of Allegiance to support and defend the Constitution of the United States and the Constitution of the State of California.

1. The Oath of Allegiance must be signed by the employee in the presence of a Human Resources employee.
2. Employees objecting to signing the oath are required to provide a written statement indicating the reason for refusal. The document must be signed and dated in the presence of a Human Resources employee.
3. The Oath of Allegiance or the written statement will be filed in the employee's personnel file.
4. Under the cited Government Code all public employees are declared to be disaster service workers subject to disaster service activities as may be assigned.

California Government Code, ~~Chapter 8, Div. 4~~ 3100

SERVICE AWARDS

All regular full-time and part-time monthly employees are eligible to receive a service award upon completion of five years of continuous service and at the end of every five years of continuous service after that.

1. Service awards to employees who have reached their fifth, tenth, or fifteenth anniversary during the year are presented each spring at appropriate ceremonies as determined by the College President or Chancellor, in the case of District administration staff members. Employees celebrating completion of their twentieth, twenty-fifth, thirtieth, etc., years of service as of the first of the month are presented service awards by the members of the Governing Board at an annual ~~afternoon~~ reception ~~to be held during October.~~
2. Service awards will consist of a certificate of recognition and gift whose value will be determined by the number of years of service.
3. Time spent on leave of absence for sickness, extended illness, military duty, and industrial accident or illness; any leave of absence with pay (i.e., exchange leave); or sabbatical leave is considered a period of active employment for purposes of determining eligibility for service awards.

Except as indicated above, time spent on leave without pay is not counted as active District employment time. However, such time does bridge two periods of active employment for purposes of determining continuous District employment.

4. The District Human Resources Office is responsible for identifying those employees to be honored for service of twenty years or more. District Human Resources is also responsible for notifying those employees, ~~having employees place their order for a gift of their choice~~, ordering the certificate and gifts, and making all arrangements for the ~~afternoon~~ reception, including coordinating the publicizing of all awards.

DONATION OF SICK LEAVE

Eligible full-time faculty, monthly classified and management employees are allowed to donate sick leave to individual full-time and part-time faculty, monthly classified and management employees who have suffered catastrophic illness or injury. Part-time faculty may donate accumulated sick leave to other part-time faculty but may not donate sick leave to full-time employees.

A catastrophic illness or injury is one that is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time.

1. Solicitations of donations may be made by the employee or his/her representative. District Human Resources cannot solicit donations or divulge information to others outside the employee and his/her representative regarding the affected employee's illness/injury or current sick leave balance.
2. The employee requesting donation shall submit to the District Human Resources Office a physician's statement certifying an incapacitating illness or injury.
3. Employees will be notified in writing by District Human Resources if a determination is made that the employee is not eligible for the donation of sick leave.
4. Sick leave donations may be used only when the employee has exhausted all accumulated sick leave.
5. The maximum amount of time for which donated sick leave may be used may not exceed a period of twelve consecutive months.
6. The employee may not receive more than 175 days of donated sick leave over a two-year period. If an employee does not use all donated sick leave, the sick leave shall be returned to the employees whose pledged donations have not been used. Pledged donations are used in the order received.
7. Donating employees shall retain at least a thirty (30) day balance of sick leave after their donation and may donate no more than twenty-five (25) days of sick leave per year.
8. Donations shall be authorized by signing a pledge form available from the District and College Human Resources Offices.

Education Code 87045
United Faculty Agreement, Article 12.7.15
Public Employees, Local 1, Article 9.16

LEAVE FOR PREGNANCY

1. Pregnant employees will be treated the same as other employees on the basis of ability or inability to work, and they are eligible for sick leave and disability benefits when medically unable to work.
2. A pregnant employee shall not be required or expected to be absent on sick leave before or after delivery, except when a physician's statement recommends that she not work due to a pregnancy related health impairment. However, if the employee's performance is below normal standards as determined by her supervisor, a physician's statement may be required for the employee to continue working.
3. The employee's work may be reasonably limited when in the normal course of duties she might be exposed to toxic substance, including radiation, or other potential health risks.
4. A pregnant employee requesting leave for pregnancy (sick leave or extended sick leave, as appropriate) is required to give reasonable advance notice to facilitate substitute arrangements. Normally fifteen working days notice is required, and a physician's statement providing an anticipated date of delivery should accompany the request for leave.
5. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
6. Normal pregnancy and delivery should not result in a health impairment later than six weeks after the date of delivery. An employee shall be eligible for sick leave benefits after that date when a physician's statement recommends a longer period of absence for pregnancy related health impairment.
7. The District reserves the right to require a medical examination by a District physician at any time.

Education Code 87766, 88193
Government Code 12945

ADMINISTRATIVE LEAVE

Administrative leave may be granted by the Chancellor, College President, ~~Vice Chancellor of~~ Chief Human Resources ~~Officer and Organizational Development~~ or designee only for emergency situations when unsatisfactory working conditions result from a failure in the operation of the physical plant or a natural disaster.

When administrative leave has been granted, the College President or ~~Vice Chancellor,~~ Chief Human Resources ~~Officer and Organizational Development~~ is to send a memorandum to the Chancellor indicating the date, time period and nature of the occurrence.

Employees not scheduled to work are not eligible for administrative leave. If an employee is scheduled for vacation on a day that administrative leave is granted, the employee is to be charged vacation. Employees who are ill and absent from work on sick leave are not scheduled to work, and thus are not eligible for administrative leave status.

If an employee is required to report to work on a day granted under administrative leave and told to remain at work, the employee is not eligible for overtime during the normal work day. Although other employees are sent home, those employees who are asked to stay have skills that are necessary to bring the operation of a physical plant back up and operational. The only authorization for overtime would be if the employee was required to work beyond their normal work day.

DELETE THIS PROCEDURE

MILITARY LEAVE OF ABSENCE

1. ~~An employee who is requesting a military leave of absence must provide the Vice Chancellor of Chief Human Resources Officer and Organizational Development or College President with a copy of the military orders, documenting the dates of the active duty period.~~
2. ~~Upon completion of the military leave, the employee must verify that military service was provided according to the dates appearing on the orders.~~

~~Education Code 87700
United Faculty Agreement, Article 12.9~~

INDUSTRIAL ACCIDENT/INJURY

It is very important that supervisors always instruct an employee sustaining an industrial injury to report that injury immediately.

1. Industrial injuries should be reported by the employee to Police Services, or the District Human Resources Office for those at the District Office. The following forms will need to be completed:
 - a) Employee Claim for Workers Compensation – completed by the employee
 - b) Employee Supervisor's Report of Occupational Injury/Illness Report Form – completed by both the employee and supervisor
 - c) Employer's Report of Occupational Injury or Illness – completed by Police Services
2. Police Services or District Human Resources must notify the District's workers' compensation administrator of a claim within twenty-four hours. All completed claim forms must be forwarded within 5 days to the claims administrator.

Each employee is responsible for immediately reporting to their supervisor that they have been injured while working.

- In the event of a non-life threatening injury, the employee and/or supervisor are to place a call to the **Company Nurse Hotline at 1-888-375-9779** to report the incident. The Company Nurse Hotline is available 24hrs/7days a week.
- In an emergency a call should be placed to Police Services and/or **9-1-1** for assistance. The employee's supervisor will need to call Company Nurse to later file a report on the incident.
- In the event there is a death or in-patient hospitalization for more than 24 hours or if there is a loss of body part or permanent disfigurement, the supervisor must **call OSHA within 8 hours** of having knowledge of the above status of the employee. The **OSHA line (925) 602-6517** is available 24hrs/7days a week.

Company Nurse

- Company Nurse will obtain information about the incident from the employee and/or supervisor. They may provide first aid advice only which the employee is to follow.
- If the responding nurse determines medical treatment is needed, the employee will be directed to a designated medical facility (unless the employee has a pre-designated personal physician, prior to the injury).
- Company Nurse will transmit the employee's injury information to District Human Resources and to the District' Workers' Compensation Administrator (Contra Costa County Schools Insurance Group CCCSIG).
- The District's Workers' Compensation Administrator will immediately mail to the employee's home a Workers' Compensation Claim Form to complete to begin the formal claim process.
- For the District's safety prevention focus, the supervisor and employee will need to complete for all injuries the Employee/Supervisor's Report of Occupational Injury/Illness form available from District Human Resources.

Case Management

1. Workers' Compensation claims are managed by the District's workers' compensation administrator in concert with District Human Resources. District Human Resources is responsible for facilitating all

communication between the claims administrator, the employee's manager and other District offices. A Senior Human Resources Representative will maintain files for all those employees with active Workers' Compensation claims and The coordination of the filing and gathering of any necessary information will be done by District Human Resources.

2. The workers' compensation administrator conducts an investigation of the claim and coordinates care with the employee. The claims administrator has sole authority to accept or deny a claim. State law assumes that every claim filed is valid until it is proven otherwise. If the claim is approved, the claims administrator will notify the employee and the District Human Resources.
3. A course of treatment and an estimated date of return to full service is communicated through the claims administrator to District Human Resources.
4. If a claim is approved all time lost by the employee should then be converted from sick leave to industrial leave. District Human Resources will advise the employee's manager District Payroll so that lost time can be converted.
5. The claim's administrator will evaluate claims and advise the District if the employee could potentially return to work on a temporary Bridge modified assignment. This is only for employees who have their physician's approval and who could eventually return to full duty in their original position.
6. District Payroll will then track all lost time on Industrial Leave and any possible subsequent sick time used.

United Faculty Agreement, Article 12.6
Public Employees Union, Local 1, Article 9.5

**INDUSTRIAL ACCIDENT/INJURY: DESIGNATION OF PHYSICIAN,
CHIROPRACTOR OR ACUPUNCTURIST**

1. Thirty days after the date an injury is reported, an employee may be treated by a doctor of his/her own choice. The employee must provide to District Human Resources with the contact information for the new provider. The employee must provide the claims administrator with the contact information for the new provider.
2. However, if the employee has notified the employer prior to the date of the injury that he or she has a personal physician; the employee can be treated by that physician from the time that the injury occurred. A personal physician is defined as the doctor who has previously directed the medical treatment of the employee and who retains the employee's medical records and medical history.
3. Upon the request of the employee, the employer shall provide the employee with an appropriate form on which the employee may indicate the name of his or her personal physician, chiropractor or acupuncturist.
4. A copy of the designation form shall be filed in the employee's personnel file and a copy will be sent to the District Payroll Office.

California Labor Code Section 4600

**OPTIMAL UTILIZATION OF RESOURCES (OUR) SYSTEM
MODIFIED WORK ASSIGNMENTS FOR INDUSTRIAL INJURY OR ILLNESS**

When an employee sustains an industrial injury or illness, the employee will immediately report the injury/illness to his/her supervisor. The supervisor, in turn, will notify Police Services that an industrial injury/illness has occurred. Police Services then reports the workers' compensation claim to the District's workers' compensation administrator.

1. If an industrial injury/illness requires continued medical treatment and is of such a nature that the employee may not be able to continue in his/her regular employment assignment for a period of time, the District's Workers' Compensation Administrator will consult with the District Human Resources Department and the OUR System Bridge and the employee's supervisor to discuss a possible modified assignment descriptions to select the appropriate Bridge Assignment descriptions which the employee could perform given the nature of the injury or illness and the physical limitations as detailed by the treating physician.
2. The workers' compensation administrator will review the treating physician's most recent written work restrictions in conjunction with the OUR System Bridge Assignment descriptions selected by the workers' compensation administrator and the District Human Resource Department. The workers' compensation administrator will then determine the Bridge Assignment description that best matches the employee's physical limitations as detailed by the treating physician's written work restrictions.
- 3.2 District Human Resources will work with the employee's manager to determine if a modified assignment is available and the best start date for the approved Bridge Assignment assignment. District Human Resources will also communicate, via telephone or certified mail, with the employee informing them of the Bridge Assignment title, start date, and to instruct them to communicate with their manager about the specific details of Bridge Assignment. The supervisor will communicate with the employee regarding the duties, start date and duration of the available modified assignment. The information will be put to paper with the employee and the supervisor showing agreement by signing the document. A copy of this completed document will be forwarded to the District's Workers' Compensation Administrator.
4. Once the OUR System Bridge Assignment description is selected, the employee will report back to work and be placed on the approved Bridge Assignment. All interactions with employee will be documented and a file kept in the District Human Resource Department.
- 5.3 The employee will continue in that Bridge the modified assignment for a period of two to four weeks. Any subsequent Bridge Assignment will be selected from the OUR System Bridge Assignment Description Matrix. This new Bridge assignment description will again be reviewed by the workers' compensation administrator with the most recent treating physician's work restrictions. The process will continue until such time as the employee is rehabilitated to return to the original position held when injured.
6. In the event the workers' compensation administrator is unable to match an employee to an OUR System Bridge Assignment based on their physician-determined work restrictions, the administrator will meet with the treating physician to determine, based on the OUR System Bridge Assignment Description Matrix, what position would be most appropriate for the employee's rehabilitation based on their physical capacities.
- 7.4 At no time will the District match an employee, who has received medical treatment for an industrial injury/illness to an OUR System Bridge assignment that is inconsistent with the work-related restrictions imposed by the treating physician.

REASONABLE ACCOMMODATION FOR JOB APPLICANTS

A job applicant who is an individual with a disability may request a reasonable accommodation in order to participate in the application and selection process for available District positions.

Informal Process

An applicant who requests accommodation due to a claimed disability may discuss the request informally with the Director of Business Services or the Chief Human Resources Officer or designee. The Director of Business Services or the Chief Human Resources Officer/designee may make reasonable accommodation(s) deemed appropriate as long as such accommodations do not alter established District or College operations and cost \$100 or less. At the Director's their discretion, such accommodations may be made with or without medical documentation of the claimed disability. Such accommodations are made in an effort to comply with the intent of the American's With Disabilities Act and related laws. It is acknowledged that such action is done without full review and verification by the District. Accordingly, the making of an informal accommodation for a particular applicant does not obligate the District to make reasonable accommodations in the future for the same or similarly situated applicant. If the applicant is not satisfied with the informal resolution, the applicant may proceed to the Formal Process.

Formal Process

The applicant requesting accommodation must first complete the District's form entitled, "Request for Reasonable Accommodation - Job Applicant." These forms are available from the Human Resources Office. The form must be returned to the District Human Resources Office, Contra Costa Community College District, 500 Court Street, Martinez, CA 94553.

An applicant requesting reasonable accommodation may be asked to must submit with his or her request the District's "Disability Certification Form" which has been completed by an appropriate medical professional. The District reserves the right to require that the applicant's need for accommodation in the application process be verified by a District-approved physician at the District's expense.

Upon receiving the required paperwork from the applicant, the Human Resources Office will make a determination as to whether the applicant qualifies for reasonable accommodation. If the applicant qualifies for reasonable accommodation, the District Human Resources Office, in consultation with the Director of Business Services and other appropriate management personnel, shall consider the applicant's request in the following manner:

1. Analyze the application and selection process;
2. Consider the accommodation requested by applicant and assess its cost and effectiveness;
and
3. Identify potential alternate accommodations and assess the cost-effectiveness of each.

The District Human Resources Office may consult with the applicant, rehabilitation agencies, and disability constituent organizations in order to make a determination regarding a reasonable accommodation.

The applicant will be notified in writing by the District Human Resources Office, of the District's final decision regarding his or her request for reasonable accommodation in the application or selection process, and may implement the offered accommodation.

REASONABLE ACCOMMODATION FOR EMPLOYEES REQUESTS UNDER THE AMERICANS WITH DISABILITIES ACT

Employee Accommodation Requests under The Americans with Disabilities Act

A. Informal Process

An employee who requests accommodation due to a claimed disability may discuss the request informally with their manager. For accommodations lasting less than two months or costing less than \$200, the manager, in concert with District Human Resources, may make reasonable accommodation(s) deemed appropriate as long as the employee can continue to perform the essential functions of the position and the accommodation does not impose an undue financial hardship on the District. At the District's discretion, such accommodations may be made with or without medical documentation of the claimed disability. Such accommodations are made in an effort to comply with the intent of the American's With Disabilities Act and related laws. The making of an accommodation for a particular employee does not obligate the District to make reasonable accommodations in the future for the same or similarly situated employee. If the employee is not satisfied with the informal resolution, the employee may proceed to the Formal Process.

B. Formal Process

The employee must complete the District form entitled, Request for Reasonable Accommodation. These forms are available from the District Human Resources Office or from the manager. The form must be returned to the District Human Resources Office, Contra Costa Community College District, 500 Court Street, Martinez, CA 94553.

An employee requesting reasonable accommodation must submit with his/her request, documentation from their physician confirming their disability. The District reserves the right to require that the employee's need for accommodation be verified by a District-approved occupational physician at the District's expense. Both physicians must supply specific work restrictions.

Upon receiving the required paperwork from the employee, the District Human Resources Office will make a determination as to whether the employee qualifies for reasonable accommodation. If the employee qualifies for reasonable accommodation, District Human Resources, in consultation with the appropriate manager, Director of Business Services and other appropriate management personnel, shall consider the employee's request in the following manner. (Rehabilitation agencies, disability constituent organizations and employee representatives may be consulted for assistance in this process.)

1. Analyze the particular job involved, including the essential functions, physical demands, qualifications standards, object manipulation, mental and psychological demands, communications, sensory demands, environmental conditions, operational conditions, and work setting.
2. Arrange a meeting between the employee and District Human Resources and any other relevant parties to convene the interactive process under the ADA.
3. The interactive process compares each point in the job analysis against the work restrictions includes a discussion with the employee and an analysis of the employee's job functions to establish the essential and non-essential job tasks and identify barriers to job performance by consulting with the employee to learn about the exact limitations and what types of accommodations would be most effective. It includes a discussion of the accommodations proposed by the employee/physician, as

well as other possible accommodations, along with their associated costs and burdens. At the end of this process a determination is made whether the accommodation can be made or not.

4. In order for an accommodation to be made, it must be clear that the employee can meet all the essential functions of the position and be able to ~~still be able to work within all of the work restrictions imposed~~ perform those functions with or without the accommodations recommended by the physician. In addition, the recommended accommodation must not constitute an undue burden on the employer. If it is not possible to perform ~~complete~~ all of the essential functions of the position and ~~still stay within the work restrictions~~ with or without the accommodations recommended by the physician, or if the recommended accommodation constitutes an undue hardship, then the accommodation ~~is~~ will be denied.
5. If consensus is reached, the accommodation will be memorialized in writing and sent to the employee and appropriate management personnel. A copy of the agreed-upon accommodation will be placed with the employee's medical records in a separate envelope within the employee's personnel file;
6. District Human Resources will notify the employee in writing of the District's final decision regarding his/her request for reasonable accommodation. ~~if consensus is not reached.~~
7. The District efforts to process a request for reasonable accommodation will be suspended if the employee fails to adhere to the above stated process.
8. An employee who is dissatisfied with the District's decision may file a Complaint of Unlawful Discrimination with the Director of Human Resources. Copies of the complaint forms are available at the District Human Resources Office at 500 Court Street, Martinez, CA 94553.

Where an employee has a disability that is obvious, and it is apparent the employee needs accommodation, the manager should consult with District Human Resources to discuss the initiation of the reasonable accommodation process in the absence of an employee request.

ALCOHOL IN THE WORKPLACE

The District prohibits the use and/or abuse of alcohol in the workplace. While the District endeavors to avoid unnecessary intrusion into employees' personal lives, it is committed to providing a workplace safe from the adverse effects of alcohol.

1. An individual is determined to be under the influence when affected by alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, not to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance, but may include symptoms such as the odor of alcohol.
 - a. Impairment is the emotional or physical inability of an employee to safely and effectively perform their job.
 - b. Reasonable suspicion is a belief based on objective facts and physical indicators sufficient to lead a reasonable, prudent person to believe that an employee is currently under the influence of, or in possession of alcohol.
2. A determination of impairment or reasonable suspicion of being under the influence can be established by a professional opinion (i.e.; Police Officer, Substance Abuse Counselor, Medical Practitioner) or by a manager(s) based upon observation of conduct and/or events.
 - a. When there is reasonable suspicion that an employee is under the influence, the employee should be lead into an area away from co-workers and students.
 - b. The employee should be informed that based upon observation he/she appears to be under the influence while on duty. The employee should be offered the opportunity to present a valid explanation or to undergo a drug and alcohol test. A drug/alcohol test will be administered by Police Services or by sending the employee to the District's physician.
 - c. If the employee refuses, the employee should be sent home by calling for a ride or by taxi.
 - d. The ~~Vice Chancellor, Chief Human Resources Officer and Organizational Development~~ should be notified immediately.
3. The following acts and/or conditions related to the use of alcohol and/or drugs are prohibited:
 - a. Consumption, use, possession, transfer, manufacture, solicitation, attempted or actual sale, purchase, distribution or dispensation. **Selling, furnishing or providing alcohol to a person under the age of twenty-one is unlawful. The possession of alcohol by anyone under twenty-one years of age in a public place is illegal.**
 - b. Consumption of alcohol or possession or transfer of open containers of alcohol except at sanctioned events, or when performing authorized job duties (i.e. science labs, hotel and restaurant management).
 - c. Being under the influence, or giving the appearance of being under the influence, of alcohol, while on District premises or conducting District business. To the extent that such use affects or gives the appearance of affecting the safety of co-workers, students or the general public, the employee's job performance; or the safe or efficient operation of facilities or business.
4. Employees suspected of being under the influence of alcohol while on duty may be placed on administrative leave pending investigation.

5. Temporary personnel and independent contracts who fail to comply with this policy are removed from the premises and may be barred from any future service with the District.
6. Treatment is available for employees with problems related to alcohol dependency, and the District strongly encourages employees with such problems to seek treatment. It is the employee=s responsibility for seeking, obtaining and cooperating in such treatment.
7. Any employee experiencing alcohol dependency is encouraged to seek available Employee Assistance Programs and/or any disability plans, treatment, and health plan coverage that may be appropriate. Employees may check with the District Human Resources Office regarding available resources.

Participation in such programs does not relieve the employee of the responsibility to meet job performance expectations. However, participation may help preserve employment when sought before serious absenteeism, performance problems or misconduct occurs.

**34 Code of Federal Regulations Section 668.46(b);
Business and Professions Code Sections 24045.4, 24045.6, 25608**

Historical Annotation:
Adopted 2/5/02
Revised 00/00/13

Related Board Policies:
Board Policy 2046

Related Procedures:
Business Procedure 6.05

Human Resources Procedure 1080.11
Management, Supervisory, and Confidential Employees Personnel Manual 13.4

OCCUPATIONAL EXPOSURE TO BLOOD BORNE DISEASES

It is the intent of the District to provide its employees with a safe working environment. Employees who can be “reasonably anticipated” to come in contact with blood and other potentially infectious materials through the performance of their work will be provided with training materials, personal protective devices, medical treatment and any necessary follow-up.

1. Employees may be exposed to Hepatitis B virus (HBV), human immunodeficiency virus (HIV) which causes acquired immunodeficiency syndrome (AIDS), and other blood borne diseases when contact is made with blood and other infectious materials.
2. Job classifications whose duties may involve the risk of directly contacting blood or other potentially infectious materials at least once a month on average are identified by the **Director of Chief Human Resources Officer** or the Director of Business Services.

Included in this category are classifications exposed to:

- a. Human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids;
 - b. Any unfixed tissue or organ (other than intact skin) from a human (living or dead);
 - c. HBV-containing cell or tissue cultures, organ cultures, and HBV containing culture medium or other solutions, and blood, organ or other tissues from experimental animals infected with HBV.
3. Employees who feel their position should be included on the list of exposure positions should contact the **Director of Chief Human Resources Officer** or the Director of Business Services and request a review of the position.
 4. All exposures are to be **reported immediately documented** on an Incident Report Form available from the Human Resources Offices or from Police Services. **The form is to be kept on file in the department and a copy sent to District Human Resources. Employees and/or their supervisor are will also be required to complete an “Employee’s Claim for Worker’s Compensation Benefits.” call Company Nurse (1-888-375-9779) to report the incident. Company Nurse will transmit the employee’s injury information to the District’s Workers’ Compensation Claims Coordinator.**
 5. Employees in positions identified as exposure positions will be trained to identify blood and infectious materials, report incidents, and to replenish protective supplies.
 6. Following a report of an exposure incident, District Human Resources shall make immediately available to the exposed employee a confidential medical evaluation and necessary follow up. Employees should contact **Company Nurse or** the District Human Resources Office for a list of authorized medical treatment facilities.

Hepatitis B Vaccinations

Employees holding positions identified as exposure positions will be offered the opportunity to undergo the Hepatitis B Vaccination series at District expense. The vaccinations will be administered by District physicians. Employees in exposure positions may decline the Hepatitis B Vaccination but must complete the Declination of Hepatitis B Vaccination Form. The form will be filed in the employee's personnel file.

US Department of Labor, OSHA 29 CFR part 1910.1030;
~~District Exposure Control Plan~~

Historical Annotation:
Adopted 2/5/02
Revised 00/00/13

Related Procedure:
Human Resources Procedure 1050.11

Operational Resources:
Exposure Control Plan – Occupational Exposure to Blood Borne Diseases

MEAL AND REST PERIODS

1. Classified employees working a period of seven (7) hours or more are entitled to a meal period and morning and afternoon rest periods. Meal periods shall be not less than thirty (30) minutes. Rest periods shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof.
2. Classified employees working a period of six (6) hours are entitled to a thirty (30) minute meal period and morning rest period of fifteen (15) minutes.
3. Classified employees working a period of more than five (5) hours are entitled to a meal period of not less than thirty (30) minutes. **The meal period may be waived by mutual consent of the employee and supervisor.**
4. Rest periods are not required for employees whose total daily work time is less than three and one-half (3-1/2) hours.
5. Employees working a 10-hour shift shall be granted an additional 10 minutes **per rest period to either the pre-lunch or the post-lunch break** for a total of 25 minutes per rest period. **(Public Employees, Local 1 Contract, Article 23.1.10)**

California Labor Code, Section 512
Public Employees, Local 1, Article 23.1.10

DELETE THIS PROCEDURE

~~DRUG AND ALCOHOL TESTING FOR TRANSPORTATION EMPLOYEES~~

- ~~1. A list of authorized District transportation drivers is maintained in the District Human Resources Office. It is the responsibility of the colleges to submit information regarding additions and deletions to the transportation drivers list.~~

~~Employees not listed with District Human Resources as an authorized transportation driver are not eligible to operate a District-owned vehicle. Non-compliance with this directive may result in disciplinary action, up to and including termination for both the unauthorized driver and the employee responsible for distributing the keys to a District-owned vehicle to an unauthorized driver.~~

- ~~2. All employees transporting students or employees in District-owned vehicles must complete a California Department of Motor Vehicles driving record review, meet proper licensing requirements and be enrolled in the District's drug and alcohol testing program for transportation employees.~~

- ~~3. Each transportation employee will be required to sign a statement certifying that they have received a copy of the education materials for the transportation program. Training materials may be obtained from the Human Resources Offices.~~

- ~~4. Transportation employees must undergo controlled substances testing at one of the designated collection sites identified by District Human Resources and have a verified negative testing result on file before transporting students or employees in District-owned vehicles.~~

- ~~5. All transportation employees are entered into a Random Drug and Alcohol Testing Program administered under a third party. Under the testing program, the District Human Resources Office will receive a random selection list on a quarterly basis and notify the selected transportation employee of their selection and where to report for testing.~~

- ~~6. Post-Accident kits will be supplied to the College Business Services Departments by District Human Resources. The kits will be placed in all District-owned transportation vehicles. Transportation employees must know the location of the kits in the vehicles they are driving and follow instructions in the kits should an accident or citation for a moving violation occur while transporting students or employees.~~

SEXUAL ASSAULTS

Any sexual assault or physical abuse, including, but not limited to, rape, domestic violence, dating violence, sexual assault, or stalking, as defined by California law, whether committed by an employee, student, or member of the public, occurring on District property or on an off-campus site or facility maintained or utilized by the District, is a violation of District policies and regulations, and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures. The District will investigate all complaints alleging sexual assault under the procedures for sexual harassment investigations described regardless of whether a complaint is filed with local law enforcement.

“Sexual assault” includes but is not limited to, rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery, or threat of sexual assault.

“Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of a romantic or intimate relationship will be determined based on the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship.

“Domestic violence” includes felony or misdemeanor crimes of violence committed by:

- A current or former spouse of the victim;
- By a person with whom the victim shares a child in common;
- By a person who is cohabitating with or has cohabitated with the victim as a spouse;
- By a person similarly situated to a spouse of the victim under California Law; or
- By another person against an adult or youth victim who is protected from that person’s acts under California law.

“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or to suffer substantial emotional distress.

All ~~employees and students who allege they are the~~ alleged victims of domestic violence, dating violence, a sexual assault or stalking on District property shall be provided with information regarding options and assistance available to them. Information shall be available from the College Police Services Department, which shall maintain the identity and other information about the alleged sexual assault victims as confidential unless and until the Police Services Department is authorized to release such information.

The District Police Services Department shall provide all alleged victims of domestic violence, dating violence, sexual assault, or stalking with the following upon request:

- a. A copy of the District’s policy and procedure regarding domestic violence, dating violence, sexual assault or stalking;
- b. A list of the following personnel on campus who should be notified ~~of the assault~~, and procedures for such notification, if the alleged victim consents;
 - *President of the College*
 - *Vice President of the College*
 - *Dean of Student Services*

- c. A description of available services, and the person on campus available to provide those services if requested. Services and those responsible for providing or arranging them include:
- Transportation to a hospital, if necessary -
District Polices Services
 - Counseling by Rape Crisis Center or referral to a counseling center -
District Police Services
 - Notice to the police, if desired -
Any District employee, student or visitor
 - A list of other available campus resources or appropriate off-campus resources -
Vice Presidents Office, Office of the Dean of Student Services, District Police Services
- d. A description of each of the following procedures:
- Criminal prosecution -
District Police Services or District Attorney's Office
 - Civil prosecution (i.e., lawsuit) -
Civil Courts, private attorneys
 - District disciplinary procedures, both student and employee -
Dean of Student Services, ~~Associate Vice Chancellor~~ Chief Human Resources Officer
 - Modification of class schedules -
Dean of Student Services
 - Tutoring, if necessary
Dean of Student Service

All alleged victims of **domestic violence, dating violence**, sexual assault, or **stalking** on District property shall be kept informed, through the District Human Resources Office at 500 Court Street, Martinez, California 94553, of any ongoing investigation.

Information shall include the status of any student or employee disciplinary proceedings or appeal; alleged victims of **domestic violence, dating violence**, sexual assault or **stalking** are required to maintain any such information in confidence, unless the alleged assailant has waived rights to confidentiality.

The District shall maintain the identity of any alleged victim or witness of domestic violence, dating violence, sexual assault or stalking on District property, as defined above, in confidence unless the alleged victim or witness specifically waves that right to confidentiality.

All inquiries from reporters or other media representatives about alleged domestic violence, dating violence, sexual assaults or stalking on District property shall be referred to the District's Public Information Office which shall work with the Chief of District Polices Services to assure that all confidentiality rights are maintained.

Education Code 67385
20 U.S.C. Section 1092(f); 34 C.F.R. Section 668.46(b)(11)

PROCEDURES UPON THE REPORT OF DEATH OF AN EMPLOYEE OR RETIREE

1. Immediately after being made aware of the death of an active employee¹ or retiree, the College Human Resources Assistant should contact the designated ~~Senior~~ Human Resources ~~Representative Specialist~~ handling benefits at the District Human Resources Office.
2. The ~~Senior~~ Human Resources ~~Representative Specialist~~ will send an informational letter to the designated beneficiary of an employee regarding District health, dental and life insurance coverages and information on the appropriate retirement system contacts. District Payroll will send an informational letter regarding retirees. The ~~Senior~~ Human Resources ~~Representative Specialist~~ will be available to assist relatives of either employees or retirees in resolving benefit issues.

Life Insurance

1. District Human Resources retrieves the original Life enrollment and beneficiary designation forms from the District Payroll benefits file. Copies of these forms are left in the file.
2. ~~The~~ District Human Resources ~~Office~~ completes the "Proof of Death" form for the life insurance.
3. Once ~~the~~ District Human Resources ~~Office~~ receives the original Death Certificate, the items will be forwarded to the life insurance carrier for processing.
4. Once the claim has been processed the carrier will then submit a check to the designated beneficiary with a copy to ~~the~~ District Human Resources ~~Office~~.

Medical and Dental Benefits

A letter and benefit continuation form is sent from District Human Resources to the surviving spouse which indicates the surviving spouse and/or dependents may remain on the medical and dental plans for six months of District covered premiums. The surviving spouse/dependents may continue to remain on the plans by then paying the full premium. The surviving spouse is instructed in the letter to complete and return the benefit continuation form to District Payroll to indicate their intentions. If a completed continuation form is not received within six months following the death of the employee/retiree, the medical and/or dental benefits will be terminated by District Payroll.

~~District Payroll Office takes the following steps to convert coverage from subscriber's name to spouse/dependent's name:~~

1. ~~Beneficiary is sent a "Change of Status Card" for Delta Dental and appropriate Medical Plan (need spouse/dependent's Social Security number for conversion).~~

~~To continue coverage in the dental plan the surviving spouse and/or dependents must elect one of the following options: (1) to remain in the program pursuant to COBRA regulations which will provide coverage for thirty-six (36) months, of which the District will pay the first six (6) months, or (2) to decline~~

¹ If an active employee dies on the job (industrial accident), or as a result of injuries suffered on the job, the Police Services Lieutenant who handles the investigation will notify Cal-OSHA ~~immediately~~. The Director of Business Services (~~Vice Chancellor, Chief Human Resources Officer and Organizational Development~~ at the District Office) will contact Cal-OSHA within 24 hours to confirm the Police Services Lieutenant's report.

coverage under COBRA regulations and continue coverage for six (6) months at District expense, with termination of coverage at the end of the six (6) months.

2. After receiving "Change of Status Card," conversion is made on next premium billing.
3. District Payroll Manager maintains a listing of six (6) month grace period. If the District Payroll Office is notified within the six (6) month grace period to terminate coverage, coverage is terminated.
4. Within the fifth month, Payroll Manager contacts spouse/dependent to see if they desire to continue benefits (almost always done by phone).
 - a. If yes:
 - 1) Request memo to hold in file.
 - 2) File set up and beginning of the 7th month; spouse/dependent is invoiced on a quarterly basis. If dental coverage is continued under COBRA, it will expire at the end of the 36th month and no further coverage or conversion is available.
 - b. If no, then request memo to terminate coverage.

Retirement System (PERS or STRS)

1. District Payroll Office notifies the Contra Costa County Schools of the employee's death.
2. Contra Costa County Schools District Payroll will report then reports the death to the appropriate retirement system.

Note:

During the year, spouse/dependent should notify the District Payroll Office if changes in status occur.

DELETE THIS PROCEDURE

~~NOTICE OF RIGHT TO FILE UNEMPLOYMENT INSURANCE CLAIM~~

~~All employees, including classified hourly and temporary (part-time) faculty, who are dismissed or laid off should be given a "Notice to Employee as to Change in Relationship" form. In addition, the "Notice to All Employees of Public Entities" should be posted on all official bulletin boards at each location.~~

~~If the form is not provided to hourly classified and temporary (part-time) faculty at the end of the spring semester, the employees must be scheduled for, or have reasonable assurance of, work during the following school year.~~

~~The same notice should be forwarded to hourly employees with the June variable pay check.~~

DISTRICT GROUP INSURANCE PLANS

The District pays full or partial premiums for employees in five group insurance plans: health, dental, vision, life insurance and salary continuance (long-term disability). Eligible employees and the amount of District contribution for premiums are defined in the following documents: United Faculty Agreement, Local 1 Agreement, and Management, and Supervisory ~~Personnel Manual~~, and Confidential Employees' ~~Personnel Manual~~.

1. Participation in the health, dental, vision and life insurance plans requires completion of an enrollment form.
2. Salary continuance insurance will become effective for eligible employees automatically on the first working day of the month following the completion of ninety calendar days of service.
3. A new employee is eligible to enroll in the health, dental, vision and life insurance plans during the first thirty calendar days of employment. If the enrollment application is received on or before the last working day of the month, coverage will be effective the first of the following month.

4. ~~To prevent a lapse in insurance coverage for faculty who separate from other employment to accept District employment as first-year contract faculty, insurance plan effective dates may be established as follows:~~

~~If enrollment applications are received by the last working day of July for the fall semester or December for the Spring semester, coverage for first-year contract faculty in health, dental, vision and life insurance plans will be effective the first date of service.~~

- 4 5. An employee who does not complete his/her enrollment within the first thirty calendar days of employment may enroll later only during the opening dates or under special conditions established by the carriers of the plan.
- 5 6. Coverage in all plans, except salary continuance, may be extended to dependent family members at the time of initial enrollment. Eligible dependents are defined in the brochure describing each plan. If coverage is not extended to dependents during the first month of employment, it can be added later only during open enrollment dates. The exceptions are for newly acquired dependents and any other qualifying event, as approved by the carrier, in which case the notice of addition must be processed within thirty days of occurrence. All new employees entering the District must provide verification of their marriage status, and birth certificates and social security numbers for dependents.
- 6 7. Dependent family members of two employees/retirees who are married are entitled to coverage in one health plan only. The married employees may elect to join different health plans, but they are not entitled to coverage both as a subscriber and dependent. If a married employee is covered as a dependent under his/her spouse's health plan, he/she is eligible for the cash in lieu of health benefits.
- 7 8. The District's share of premiums for an employee and dependents, if applicable, shall be paid during all leaves with pay including sabbatical leaves.

- 8 9.** If an employee becomes ill and exhausts all paid leaves before he/she is able to return to work, the District shall continue to pay the District's share of premiums during Governing Board approved additional illness leave without pay.
- 9 10.** Premium shall not be paid by the District for an employee and dependents, if any, during any Board approved leave without pay except as provided in Section 9 above. An employee on leave without pay may continue coverage under COBRA by paying the full amount of the premium plus a 2% administrative charge. It is the employee's responsibility to make arrangements in advance with the District Human Resources Office. If the employee does not continue coverage, he/she will be eligible to re-enroll within the first thirty calendar days of return to paid service.
- 10 11.** The District's share of premium payments will be continued for classified employees during non-scheduled (furlough) periods and for faculty during the summer months. If there is no separation from employment, premium payments will be made when the employee is not scheduled to be on duty. If an employee should fail to return and render service to the District after having his/her premium paid, he/she shall reimburse the District for premium payments made during the months no service was rendered.
- 11 12.** Dependent children (as defined by Internal Revenue Service rules) resulting from a dissolution of marriage are eligible for the District's share of premium payments. Former spouses of employees are not eligible for coverage.
- 12 13.** An employee, spouse or dependent upon the loss of medical coverage provided through a spouse's employer may enroll immediately in a District health plan. Verification that coverage has ended must be attached to the enrollment application. If this documentation cannot be supplied the enrollment will not be accepted until the annual open enrollment period.

United Faculty, Article 21
Local One Agreement, Article 20.4

CASH STIPEND IN LIEU OF BENEFITS

For those employees who may have alternate health coverage the District will provide a cash stipend in lieu of providing health benefits. (Note: There is no such provision for contributions in lieu of dental care, vision care, life insurance, etc.).

An employee who qualifies for a cash stipend must file an affidavit of other coverage and provide evidence of the coverage (i.e. health plan card) which certifies that health care benefits are being provided by another source. The amount of the monthly cash stipend is equal to the current single rate for Kaiser. The employee shall receive the cash stipend as salary in his/her regular payroll warrant.

This provision is subject to the following special implementation guidelines:

1. Part-time Local 1 unit members are eligible for a proportional stipend, based on their percentage of an FTE.
2. Part-time (non-contract) faculty are not eligible for the stipend.
3. Regular faculty who are on reduced loads are eligible for a cash stipend of the full amount, based on United Faculty contract. It reads; "The employee on reduced workload shall retain all rights and benefits of a full-time employee, including all fringe benefits."

United Faculty Agreement, Article 21.6.3
Public Employees, Local 1, Article 20.14

GROUP LIFE INSURANCE PLAN

1. The following staff members are eligible for district paid life insurance:
 - a. Any regular or contract faculty unit member (full or part-time).
 - b. Any regular full-time member of the classified units.
 - c. Any regular classified confidential or supervisory employee.
 - d. Any manager.
 - e. Part-time employees in groups b, c and d are entitled to life insurance with the District paying only its pro-rata share. Part-time employees must pay their share of the basic premium by payroll deduction.
2. An employee who does not secure coverage within the first thirty calendar days of eligibility may enroll later by completing a Statement of Insurability and undergoing a medical examination. Coverage is subject to the carrier's acceptance.

Employees who decline coverage will be asked to complete a Waiver of Group Insurance form.
3. Employees will be required to have their share of the premium (cost of dependent coverage or supplemental plan(s), or pro-rata share if a part-time employee) deducted in advance of the month covered. Employees scheduled to work a part of the year must have an advance deduction made in the last month worked for the months they will not be paid. (A ten month classified employee working September-June will have July, August and September supplemental premiums deducted from his/her June pay warrant. A part-time classified unit member working the same period will have both the supplemental and pro-rata share of the basic premium deducted for July, August and September coverage from his/her June pay warrant.)
4. Employees on additional illness leave with pay will be invoiced monthly for advance premiums for **any optional** supplemental, **and** dependent and/or pro-rata share of group life insurance. Group life insurance coverage will be canceled for any employee thirty days in arrears in their life insurance premium (full-time employees will continue to be provided the basic District paid life insurance). It is the employee's responsibility to make arrangements in advance with the District Payroll Department for the monthly advance invoicing.
5. Employees may also elect to apply for optional supplemental, extended, **additional supplemental** or dependent life coverage. Monthly premium costs will be deducted in advance of the month covered.
6. Employees on leave without pay will be invoiced monthly for advance premiums for full basic and/or supplemental coverage. All group life insurance will be canceled for any employee thirty days in arrears in the life insurance premium. It is the employee's responsibility to make arrangements in advance with the District Payroll Department for the monthly advance invoicing.
7. Any employee taking a leave of absence without pay, who either does not continue his/her life insurance or whose life insurance is canceled during the leave period, is eligible to re-enroll in the plan within the first thirty calendar days of return to paid service.

Public Employees, Local 1, Article 20

SALARY CONTINUANCE INSURANCE

It is the policy of the District that employees not suffer undue economic hardship for reasons of extended illness or injury. For this reason, Salary Continuance Insurance is made available to all eligible employees who experience long-term disabilities, following the exhaustion of their accumulated leave benefits. Should the disabling condition become permanent and stationary, the carrier may require the disabled employee to apply for Social Security benefits and/or a temporary disability allowance through the Public Employees' or State Teachers' Retirement System. The carrier may also make rehabilitation training available to the employee. Questions of eligibility are the responsibility of the carrier.

Eligibility

Faculty. All active regular or contract faculty over the age of eighteen with fifty percent or more of a full load on a recurring basis (tenure track) are eligible on the first of the month following three continuous months of service with the District.

Management, Supervisory and Classified Employees. All active permanent and probationary management, supervisory and classified employees over the age of eighteen working at least twenty hours per week are eligible on the first of the month following three continuous months of service with the District.

Procedure

Eligible employees who have been employed in active service for ninety days or more shall be automatically enrolled in the District's Salary Continuance Insurance Program (Long Term Disability) as administered by the carrier. If employee is absent, due to accident or illness, on the date insurance would normally become effective; the effective date is postponed until he/she has returned to the full performance of duties for seven consecutive work days. An eligible employee who has an illness or injury, other than that compensable under Workers= Compensation, may apply for salary continuance benefits following a waiting period of sixty days from the manifestation of the illness or injury. The claim form may be obtained from ~~District Payroll or~~ District Human Resources. If the claim is honored by the carrier, benefits of 66 2/3% of regular base salary or ~~\$6,000~~ **\$9,000** per month, whichever is less, shall commence on the sixty-first consecutive day or upon the exhaustion of accumulated sick leave, whichever is the longer.

A description of the insurance plan's benefits, benefit period, limitations, exclusions and other provisions is contained in the Long Term Disability Income Insurance Plan booklet issued to all eligible employees. In addition, a copy of the master agreement between the carrier and the District is on file in the District Human Resources Office.

Monitoring

1. ~~The Payroll Coordinator will initiate a major accident/illness record form. and maintains employee's documents relating to the accident/illness.~~ Requests for salary continuance insurance should be sent to District Human Resources who will complete the appropriate carrier "Employer Information Form" and maintain documents relating to the accident/illness.
2. ~~District Payroll will initiate a major accident/illness tracking record.~~ If an employee appears to be running out of accrued sick leave, vacation and or extended sick leave, District Human Resources is given a copy of the major accident/illness ~~tracking record form~~ six weeks prior to the date all paid leave will be exhausted.

3. District Human Resources monitors the employee's work status until the employee returns to work or a change in employment status is initiated.
4. If an employee exhausts all sick leave and there is a question as to whether the employee will return to work prior to running out of extended sick leave and any other paid leaves, District Human Resources will send a letter to the employee explaining the available options as follows:
 - a. return to work
 - b. to resign
 - c. to retire (or apply for disability retirement)
 - d. to request an additional illness leave
 - e. to be placed on the 39-month re-employment list.
5. District Human Resources will contact the employee at the point that all paid leave is nearing exhaustion with information and forms for applying for salary continuance. The forms are to be completed and returned to **District Human Resources** the indicated carrier. Eligibility for salary continuance is established by the carrier's evaluation of the employee's claim statement, attending physician's statement and related medical documents.

DEPENDENTS' BENEFITS

Events such as marriages, births, adoptions and divorces must be reported to Human Resources within one month of when they occur. District Human Resources will then work with District Payroll to see that the appropriate changes in benefit coverage will be made. Therefore, employees should not wait until the annual open enrollment period to enroll dependents in a District health plan.

Human Resources should inform new hires of the procedure before they start work.

Eligible dependents are defined in each plan's brochure. Children include step-children, legally adopted children and foster children (requires legal guardianship as established by a court document), provided such children are dependent upon the employee for support and maintenance, in accordance with Internal Revenue Service regulations.

DOMESTIC PARTNER'S COVERAGE

Domestic Partner's may be enrolled in the District's health, dental and vision benefits. Domestic Partnership shall exist between two persons regardless of their gender, and each of them shall be the domestic partner of the other if they both complete, sign and file with District Human Resources the "Affidavit of Domestic Partnership" which includes the following statements:

1. The two parties have resided together for at least six months and have chosen to share their lives in a committed relationship of mutual caring, similar to marriage, for an indefinite amount of time.
2. The two parties are: not married, eighteen (18) years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract.

Under the Local 1 Contract, the two parties are: not married or legally separated from anyone else, eighteen (18) years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract.

3. The two parties declare that they are each other's sole domestic partner; they are responsible for their common welfare, and are financially interdependent. Neither individual has had another domestic partner within the prior twelve months unless the relationship terminated due to death. "Financial Interdependence" means that the domestic partners have entered into a contractual commitment for the financial responsibility or have joint ownership of significant assets (such as home, car, bank accounts) and joint liability for debts (such as mortgages and major credit cards). Financial Interdependence is demonstrated by meeting at least two of the following conditions:
 - a) Hold a joint mortgage or lease
 - b) Designate a partner as the beneficiary of life insurance or retirement benefits
 - c) Designate a partner as primary beneficiary in a will
 - d) Assign a health care power of attorney to the partner
 - e) Jointly own a bank account or credit account
 - f) Jointly own a car

For Local 1 employees, financial Interdependence is demonstrated by having a registered domestic partnership filed with the California Secretary of State and two of the above conditions.

4. The two parties agree to notify the District in writing if there is any change in the circumstances attested to.
5. Domestic partners must complete the appropriate health and dental enrollment forms. The employee must complete a salary reduction agreement in full payment of the premium for the requested coverage for the domestic partner.
6. Dependents of a domestic partner who are legally adopted by the employee and who meet the eligibility requirements of the plans shall be eligible for coverage.

7. Termination of the partnership shall not give to the non-employee domestic partner nor the dependents of the domestic partner the rights to the District COBRA coverage or Kaiser conversion coverage.

United Faculty Agreement, Article 21-6.5
Public Employees Union, Local 1, Article 20

Historical Annotation:
Adopted 2/5/02
Revised 00/00/13

Related Policy:
Board Policy 2051

Related Procedures:
Human Resources Procedure 1120.01
Management, Supervisory, and Confidential Employees Personnel Manual 8.0, 8.1, 8.6

GOVERNING BOARD MEMBERS' COMPENSATION

Governing Board members are compensated at a rate in accordance with law. Payments will be processed on the payroll system.

Health and Welfare benefits shall be extended to those Governing Board members who are elected to a term of more than one year. Health and Welfare benefits shall also be extended to a Board member appointed to serve out the term of a Board member where the underlying term is more than one year. Board members are covered by the District's fringe benefit package, as if they were full-time active employees. Current benefits include medical, dental, vision care, employee assistance program, and life insurance coverage. Regulations regarding coverage of dependents or a domestic partner would also apply to Board members. In addition, Board members, like active employees, may opt for a monthly cash stipend in lieu of medical benefits if they have other health coverage.

Former members of the Board may continue to participate upon leaving the Board if the following criteria are met:

1. the member must have begun service on the Board after January 1, 1981
2. the member must have been first elected to the Board before January 1, 1995
3. the member must have served at least 12 years

All other former elected Governing Board members may continue to participate in the District's plans on a self-pay basis

Government Code Section 53201
Education Code 72024

EMPLOYEE ORGANIZATIONS

It is the District's policy to assure access by employee organization representatives to District employees at reasonable times. The term "reasonable times" means employee rest periods, meal periods, and any time before or after an employee's working day when such employee is present upon District property, but is not expected to be performing services, or to be ready to perform services, on behalf of the District.

Employee organizations may contact employees, use designated bulletin boards at each location, distribute employee organizational materials, place materials in the regular intra-District mail service and employee mail boxes, and use facilities for organizational meetings in accordance with established procedures and limitations.

Specific provisions follow:

1. Distribution and Posting of Materials

- a. Employee organizations may distribute organizational literature on District property exclusive of work areas provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Literature and similar materials may be distributed only on site locations(s) designated by the President/Chancellor.
- b. Posting of organizational recruiting notices, posters and similar materials will be permitted only on designated bulletin boards or other appropriate areas as determined by the President/Chancellor. Space and time limitations may be invoked if necessary.
- c. Public Employees Union, Local 1 shall have the right to reasonable use of the District's internal mail system for purposes of communicating to its members on lawful activities. The use of the internal mail system must be in conformance with applicable PERB and US Postal Service laws and regulations.

2. Employee Organization Contact Procedures

In providing employee organizations reasonable access guaranteed by Chapter 10.7 of the Government Code the following rules shall apply:

- a. Employee organizations shall provide the Chancellor the name(s) of recognized employee organization representative(s) authorized to discuss organizational matters with District employees. Each notification shall include a statement agreeing to comply with the procedures noted above.
- b. Authorized employee organization representatives shall, upon arriving on campus or at the District Office, report initially to the President/Chancellor or designate, providing appropriate information regarding length, place and purpose of visit.
- c. Employee organization representatives may engage in recruiting activities on District property provided they do not interfere with employees during hours of duty assignment. Recruiting contacts shall not be made with employees while on duty. However, organizational representatives may contact employees who are off duty, before or after work, during coffee breaks or during the lunch break.

3. Use of District Facilities

- a. Employee organizations may use designated bulletin boards to announce meetings.
- b. Advance request for use of District facilities must be made, in accordance with established District procedure, whenever an employee organization wishes to schedule a District facility to conduct organizational meetings and related activities. No rental charge will be made for use of District facilities immediately before or after the work day. After 5:00 p.m. any additional cost to the District for service shall be charged to the employee organization using the facility.

4. Requests for District Information

- a. All requests for District information or documents necessary to organizational activities under these regulations will be directed to the ~~Vice Chancellor, Chief Human Resources Officer and Organizational Development~~. Recognized employee organizations may obtain a roster of names and home addresses of District employees from the Vice Chancellor's office. Employees who desire that their addresses remain confidential to the District will be excluded from such a list. The District will require that such a list remain confidential to the employee organization. A fee of \$40.00 will be charged for each employee roster.

DELETE THIS PROCEDURE

DISTRIBUTION LIST HUMAN RESOURCES PROCEDURES MANUAL

District Office

All Managers

~~Administrative Projects Coordinator (Chancellor=s Office)~~
~~Executive Coordinator (Chancellor=s Office)~~
~~Recruitment and Classification Analyst~~
~~Benefits Analyst~~
~~Principal Accountant~~
~~Human Resources Specialist~~
~~Executive Assistant~~
~~Senior Payroll Technician~~
~~Local 1 Vice President/President~~
~~Classified Senate President~~

Contra Costa College

All Managers and Supervisors
~~Senior Executive Assistant (President=s Office)~~
~~College Human Resources Assistant~~
~~Senior Payroll Clerk~~
~~Local 1 Vice President/President~~
~~United Faculty Vice President~~
~~Senate Presidents~~

Diablo Valley College

All Managers and Supervisors
~~Senior Executive Assistant (President=s Office)~~
~~College Human Resources Assistant~~
~~Senior Payroll Clerk~~
~~Local 1 Vice President/President~~
~~United Faculty Vice President/President~~
~~Senate Presidents~~

Los Medanos College

All Managers and Supervisors
~~Senior Executive Assistant (President=s Office)~~
~~College Human Resources Assistant~~
~~Senior Account Clerk (Payroll)~~
~~Local 1 Vice President/President~~
~~United Faculty Vice President~~
~~Senate Presidents~~

Others

General Legal Counsel

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DISTRIBUTION LIST

MANAGEMENT, SUPERVISORY, AND CONFIDENTIAL EMPLOYEES PERSONNEL MANUAL

~~All Managers, Supervisors and Confidentials~~

~~Campus Senior Payroll Clerks~~

~~College Human Resources Assistants~~

~~General Legal Counsel:~~

~~Extra Copies~~

SALARY SCHEDULE DISTRIBUTION

The Contra Costa Community College District currently utilizes the following salary schedules:

- Appendix A-1: Management Salary Schedule
- Appendix A-2: Management Salary Ranges
- Appendix A-3: Police Management Salary Schedule
- Appendix A-4: Police Management Salary Ranges
- Appendix B-1: Faculty Salary Schedule
- Appendix B-2: Teaching for Extended Day Programs, Temporary (Part-time) Day Faculty and Summer Session Salary Schedule
- Appendix B-3: Other Academic Services, Extended Day Programs, Temporary (Part-time) Day Faculty and Summer Session Salary Schedule
- Appendix B-4: Counseling, Librarian, and Disabilities Specialist for Extended Day Programs, Temporary (Part-time) Day Faculty and Summer Session Salary Schedule
- Appendix B-5: Academic Special Programs Salary Schedule
- Appendix B-6: Supervision of Cooperative Vocational Education Students Salary Schedule
- Appendix B-7: Personnel Related Services Salary Schedule
- Appendix B-8: Intercollegiate Athletics Seasonal Contract for Temporary (Part-time) Day Faculty Head Coaches and Associate Coaches Salary Schedule
- Appendix C-1: Supervisors Salary Schedule
- Appendix C-2: Supervisors Salary Ranges
- Appendix C-3: Confidentials Salary Schedule
- Appendix C-4: Confidentials Salary Ranges
- Appendix C-5: Classified Services Unit - 5 Step Salary Schedule
- Appendix C-6: Classified Services Unit - 5 Step Salary Ranges
- Appendix C-7: Classified Short-Term and Substitute Positions Salary Schedule
- Appendix C-8: Professional Expert/Recreation Program Positions Salary Schedule
- Appendix C-9: Student Salary Schedule
- Appendix D-1: Stipends Salary Schedule

1. Each change (i.e., rate, title, additions, deletions, etc.) made to the above existing salary schedules must be submitted to the Governing Board for approval.
2. After approval is received from the Board, the District Human Resources Office will prepare the revised salary schedules. The salary schedules will then be posted on the District Human Resources web site, electronically distributed to employees Districtwide, and hard copies will be distributed as designated in the Cabinet-approved Policies and Procedures Desk Reference (Chancellor, College Presidents, Chief Financial Officer, Chief Education and Technology Officer, Chief Human Resources Officer, Director of District Finance Services, Director of Payroll, and the Administrative Project Coordinator).
3. ~~Notification should be sent to the District Reproduction Lab that preparation of the revised salary schedules is in process and a tentative date for printing scheduled.~~
4. ~~When the salary schedules are ready to be printed, a Work Request Form (4cd-8) is completed for the District's Reproduction Lab indicating the number of schedules needed for distribution at all locations. A deadline of five working days will be submitted to the lab. (This timeline may need to be extended during peak work periods of the District lab.)~~
5. ~~Salary schedule mats and both work request forms will be forwarded to the District's Reproduction Lab.~~
6. ~~Completed schedules will be returned to the District Human Resources Office for final distribution.~~
7. ~~A supply of salary schedules will be kept in the District Human Resources Office to distribute throughout the fiscal year as requested.~~

**DISTRIBUTION LIST
SALARY SCHEDULES**

District Office

All Managers and Supervisors
Executive Assistant (Human Resources)
Human Resources Representatives Specialist
Senior Human Resources Representatives Technician
Senior Payroll Technicians
Local 1 Vice President/President
Classified Senate President

Contra Costa College

All Managers and Supervisors
Senior Executive Assistant (President's Office)
College Human Resources Assistant
Senior Payroll Clerk
Local 1 Vice President/President
United Faculty Vice President
Senate Presidents
Division Chairs

Diablo Valley College

All Managers and Supervisors
Senior Executive Assistant
College Human Resources Assistant
Senior Payroll Clerk
Local 1 Vice President/President
United Faculty Vice President/President
Senate Presidents
Division Chairs

Los Medanos College

All Managers and Supervisors
College Human Resources Assistant
Senior Account Clerk (Payroll)
Local 1 Vice President/President
United Faculty Vice President
Senate Presidents
Division Chairs

Others

General Legal Counsel
Historical File
Extra File Copies

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~~DISTRIBUTION LIST LOCAL 1 CONTRACTS~~

~~Governing Board Members~~

~~All Managers~~

~~All Supervisors~~

~~Principal Human Resources Representative~~

~~Senior Human Resources Representatives~~

~~Human Resources Representatives~~

~~District Human Resources Technicians~~

~~Executive Coordinator (Chancellor's Office)~~

~~Administrative Analyst to the Chancellor~~

~~College Payroll Offices~~

~~College Human Resources Assistants~~

~~Others:~~

~~Benefits Consultant~~

~~General Legal Counsel~~

~~PERB (Public Employment Relations Board)~~

~~Local 1*~~

~~Extra Copies~~

~~* Cost reimbursed basis~~

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~~DISTRIBUTION LIST UNITED FACULTY CONTRACTS~~

~~Governing Board Members~~

~~All Managers~~

~~Principal Human Resources Representatives
Senior Human Resources Representatives
Human Resources Representatives
District Human Resources Technicians~~

~~Executive Coordinator (Chancellor's Office)
Administrative Analyst to the Chancellor~~

~~Senior Executive Assistant (President's Office)~~

~~College Payroll Offices~~

~~College Human Resources Assistants~~

~~General Legal Counsel:~~

~~Others:-~~

~~Benefits Consultant
PERB (Public Employment Relations Board)~~

~~United Faculty*~~

~~Extra Copies~~

~~*Costs reimbursed. On the initial printing of a new contract, District Human Resources will be responsible for distributing copies of the contract to all Faculty members.~~

POLITICAL ACTIVITY

1. No restriction shall be placed on the political activities of any employee of the District except as provided in this procedure **or by law**.
2. No District funds, services, supplies or equipment may be used to urge the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Governing Board.
3. District resources may be used to provide information to the public about the possible effects of a bond issue or other ballot measure if both the following conditions are met:
 - The informational activities are otherwise authorized by the Constitution or laws of the State of California; and
 - The information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond issue or ballot measure.
4. Initiative or referendum measures may be drafted on an area of legitimate interest to the District. The Board may by resolution express the Board's position on ballot measures. Any administrator or Governing Board member may appear before a citizen's group that requests the appearance to discuss the reasons why the Board called an election to submit to the voters a proposition for the issuance of bonds, and to respond to inquiries from the citizen's group.
5. An officer or employee of the District may solicit or receive political funds or contributions to promote the support or defeat of a ballot measure that would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of officers or employees of the District.
 - Such activities are prohibited during working hours, and entry into buildings and grounds of the District during working hours **for such purposes** is prohibited.
 - Such activities are permitted during nonworking time. "Nonworking time" means time outside an employee's working hours, whether before or after the work day or during the employee's lunch period or other breaks during the day.

Education Code 7050, 7054, 7054.1, 7056
Government Code Section 8314

DELETE THIS PROCEDURE

~~CONTRACT AGREEMENTS MANUAL REPRESENTED EMPLOYEES DISTRIBUTION LIST~~

~~District Office~~

~~All Managers and Supervisors
Senior Human Resources Representatives
Human Resources Representatives
Executive Assistant, Human Resources~~

~~Contra Costa College~~

~~All Managers and Supervisors
Senior Executive Assistant (President's Office)
College Human Resources Assistant
Senior Payroll Clerk~~

~~Diablo Valley College~~

~~All Managers and Supervisors
Senior Executive Assistant (President's Office)
College Human Resources Assistant
Senior Payroll Clerk~~

~~Los Medanos College~~

~~All Managers and Supervisors
Senior Executive Assistant (President's Office)
College Human Resources Assistant
Senior Account Clerk (Payroll)~~

~~Others~~

~~General Legal Counsel
Benefits Consultant~~

WHISTLEBLOWER PROTECTION

Individuals are encouraged to report suspected incidents of unlawful activities by District employees in the performance of their duties. Reports will be investigated promptly and appropriate remedies applied. Employees who, in good faith, reported such activities and/or assist the District in the investigation will be protected from retaliation.

This procedure sets out the processes for responding to and investigating reports of unlawful activity which is defined as activity-intentional or negligent-that violates state or federal law, local ordinances or District policy and addressing complaints of retaliation for making such reports.

Filing a Report of Suspected Unlawful Activities

Any person may report allegation of suspected unlawful activities. Knowledge or suspicion of such unlawful activities may originate from employees carrying out their assigned duties, internal or external auditors, law enforcement, regulatory agencies, customers, vendors, students or other third parties.

Anonymous reports will be investigated to the extent possible. However, employees are strongly encouraged not to report anonymously because doing so impedes the District's ability to thoroughly investigate the claim and take appropriate remedial measures. As set forth fully below, retaliation against individuals who report suspected unlawful activities will not be tolerated.

Normally, a report by an employee of allegations of suspected unlawful activity should be made to the reporting employee's immediate supervisor or other appropriate administrator or supervisor within the operating unit. However, if the report involves or implicates the direct supervisor or others in the operating unit, the report may be made to any other District official whom the reporting employee believes to have either responsibility over the affected area or the authority to review the alleged unlawful activity on behalf of the District. When the alleged unlawful activities involve a college president, the report should be made directly to the Chancellor. When the alleged unlawful activity involves the Chancellor, the report would be made to the President of the Governing Board. When the alleged unlawful activity involves the Governing Board or one of its members, the report should be made to the Chancellor who will confer with the president of the Governing Board and/or legal counsel on how to proceed.

Allegations of suspected unlawful activities should be made in writing to assure a clear understanding of the issues raised, but may be made orally. Such reports should be factual and contain as much specific information as possible. The receiving supervisor or administrator should elicit as much information as possible. If the report is made orally, the receiving supervisor or administrator shall reduce it to writing and make every attempt to get the reporter to confirm by his or her signature that it is accurate and complete.

Once the receiving supervisor or administrator has received and prepared a written report of the alleged unlawful activity, he or she must immediately forward it to the President of the college where the alleged activity has occurred or to the Chancellor if the activity involves the District Office or is Districtwide. However, if this process would require submitting the report to an employee implicated in the report, the receiving supervisor or administrator should follow the reporting options outlined above. The high-level administrator or Board member who receives the written report, pursuant to this paragraph, is responsible for ensuring that a prompt and complete investigation is made by an individual with the competence and objectivity to conduct the investigation, and that the assistance of counsel and/or an outside investigator is secured if deemed necessary.

In the course of investigating allegations of unlawful conduct, all individuals who are contacted and/or interviewed shall be advised of the District's no-retaliation policy. Each individual shall be: a) warned that

retaliation against the reporter(s) and/or others participating in the investigation will subject the employee to discipline up to, and including, termination; and b) advised that if he or she experiences retaliation or cooperating in the investigation, then it must be reported immediately.

In the event that an investigation into alleged unlawful activity determines that the allegations are accurate, prompt and appropriate corrective action shall be taken.

Protection for Retaliation

When a person makes a good-faith report of suspected unlawful activities to an appropriate authority, the report is known as a protected disclosure. District employees and applicants for employment who make a protected disclosure are protected from retaliation.

Any employee who believes he or she has been (1) subjected to or affected by retaliatory conduct for reporting suspected unlawful activity, or (2) for refusing to engage in activity that would result in a violation of law, should report such conduct to the appropriate supervisory personnel (if such supervisory personnel is not the source of or otherwise involved in the retaliatory conduct). Any supervisory employee who receives such a report, or who otherwise is aware of retaliatory conduct, is required to advise their college President, the Chancellor or the Chancellor's designee. If the allegations of retaliation or the underlying allegations of unlawful conduct involve the President or Chancellor, the supervisor shall report to the highest level administrator and/or Board member who is not implicated in the reports of unlawful activity and retaliation.

All allegations of retaliation shall be investigated promptly and with discretion, and all information obtained will be handled on a "need to know" basis. At the conclusion of an investigation, as appropriate, remedial and/or disciplinary action will be taken where the allegations are verified and/or otherwise substantiated.

Requirement to Post Whistleblower Hotline Contact Information

The District shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws referenced in this procedure. The list shall include the telephone number of the Bureau of State Audits, California State Auditor Whistleblower Hotline 1-800-952-5665, for Employees who have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by a corporation or limited liability company to its shareholders, investors, or employees should contact the Community College Chancellor's Office or the District Governing Board. Employees can contact the State Personnel Board with complaints of retaliation resulting from whistleblower activities. The State Personnel Board hotline is (916) 653-1403. More information regarding the state auditor's hotline may be obtained at <http://www.bsa.ca.gov/hotline>.

Other Remedies and Appropriate Agencies

In addition to the internal complaint process set forth above, any employee who has information concerning allegedly unlawful conduct may contact the appropriate government agency.

California Labor Code Section 1102.5
Government Code Section 53296
Private Attorney General Act of 2004 (Labor Code Section 2698)
Education Code Sections 87160-87164