

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

**2013-2016**

**Human Resources Department**

# Collective Bargaining Agreement

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# Contra Costa Community College District and Public Employees Union, Local 1



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**Contra Costa Community College District  
&  
Public Employees Union Local 1  
Collective Bargaining Agreement**

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# ARTICLE 1

## RECOGNITION

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- 1.1 **RECOGNITION AS EXCLUSIVE REPRESENTATIVE:** The Governing Board of the Contra Costa Community College District, hereinafter referred to as the "Board" or the "District," hereby recognizes the Public Employees Union, Local No. 1, hereinafter referred to as "Local 1" or the "Union," as the sole and exclusive bargaining representative of employees in the Classified Services Unit, enumerated in the stipulated Agreement, executed and attached hereto as Exhibit "A."
- 1.2 **NEGOTIATE ONLY WITH LOCAL 1:** The District agrees not to negotiate with any other organization in matters upon which Local 1 is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of the Agreement on matters subject to negotiations.
- 1.3 **LOCAL 1 RECOGNIZES BOARD AS ELECTED REPRESENTATIVES:** Local 1 recognizes the Board as the duly-elected representative of the people and agrees to negotiate only with the Board representatives officially designated by the Board to act in its behalf. Local 1 further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator or other persons not officially designated by the Board as its representative.

## ARTICLE 2

### SEPARABILITY AND SAVINGS

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- 2.1 **SEPARABILITY AND SAVINGS CLAUSE:** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- 2.2 **RENEGOTIATE INVALIDATED SECTION(S):** In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after each determination for the purpose of arriving at a mutually agreeable resolution to the invalidated or statutorily changed section.

## ARTICLE 3

### WAIVER OF BARGAINING

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- 3.1 **FULL AND COMPLETE AGREEMENT:** This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 3.2 **WAIVER TO BARGAIN:** During the term of this Agreement, the Board and Local 1 expressly waive and relinquish the right to bargain collectively on any matter:
- 3.2.1 Whether or not specifically referred to or covered in this Agreement;
  - 3.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
  - 3.2.3 Even though during negotiations the matters were proposed and later withdrawn;
  - 3.2.4 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.
  - 3.2.5 It is also understood that the District will not change, alter, amend or otherwise invalidate any written District policy within the scope of representation for the duration of this Agreement.
  - 3.2.6 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of the Agreement.

## ARTICLE 4

### CONSULTATION MEETINGS

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- 4.1 **CONTRACT ADMINISTRATION & CONSULTATION MEETINGS:** The parties agree that administration of the contract may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible.
- 4.2 **REQUESTING A MEETING:** The party requesting a meeting shall, in writing, submit an agenda with sufficient detail to allow an understanding of the problem or problems to be discussed and the date, place and time requested for the meeting.
- 4.3 **RESPONDING TO REQUEST FOR A MEETING:** The receiving party shall, within three (3) work days, notify the requesting party of agreement or non-agreement to the meeting or the date, time or place.
- 4.4 **EACH PARTY CAN HAVE TWO REPRESENTATIVES:** Neither party shall have more than two (2) representatives at any such meeting unless mutually agreed to prior to the meeting. Any such meeting is not intended to bypass the Grievance Procedure nor shall they be intended to constitute any invitation to be used as new negotiations sessions or to renegotiate valid provisions of this Agreement.

## ARTICLE 5

### PAST PRACTICES

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- 5.1 **NO PAST PRACTICE:** Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.
- 5.2 **PAST OBLIGATIONS MUTUALLY REJECTED:** The parties agree that past practices, standards, obligations and commitments of the District to its employees relating to this contract are rejected mutually as a condition of entering into this Agreement, except as they are expressly stated herein.

## ARTICLE 6

### MAINTENANCE OF OPERATIONS

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- 6.1 **CONTINUED & UNINTERRUPTED DISTRICT OPERATIONS:** It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.
- 6.2 **LOCK-OUT:** The District agrees it shall not, during the term of this Agreement, lock-out any employee or employee group as a result of a strike by other District employees.
- 6.3 **NO STRIKES OR JOB ACTIONS:** Local 1 agrees that neither Local 1, nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of its members take part in, at the request of Local 1, a strike against the District, or the concerted failure to report for duty, or willful absence from his/her duties of employment.
- 6.4 **RIGHT TO SEEK JUDICIAL RELIEF:** Nothing contained in this Agreement shall be construed to restrict or limit the District or Local 1 in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; and to take such action as it deems necessary to discipline and/or discharge any employee for violation of this Article.
- 6.5 **NO WAGES/BENEFITS DURING JOB ACTIONS:** Employees shall not be entitled to any wages or benefits whatsoever, including but not limited to, life insurance, health insurance, vacation, wages or any other compensation, while engaged in any strike, concerted failure to report for duty or other willful absence from his/her duties of employment.

# ARTICLE 7

## ORGANIZATIONAL RIGHTS

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- 7.1 **DISTRIBUTION OF MATERIALS:** Local 1 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 that distracts employees while performing their duties. Literature and similar materials may be distributed only in site location(s) designated by the President/Chancellor or designee, and the individual authorized to distribute the materials shall sign them.
- 7.1.1 **Union Use of the Internal Mail System:** The Union 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 U.S. Postal Service laws and regulations.
- 7.2 **POSTING OF MATERIALS:** 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 or designee. Space and time limitations may be invoked if necessary.
- 7.3 **EMPLOYEE ORGANIZATION CONTRACT PROCEDURES:** Local 1 shall provide the Chancellor or designee 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 Section 7.1.
- 7.3.1 Authorized representatives shall, upon arriving on campus or at the District Office, report initially to the President/Chancellor or designee, if possible, providing appropriate information regarding length, place and purpose of visit.
- 7.3.2 Local 1 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. Representatives may contact employees who are off duty, before or after work, during coffee breaks or during the lunch break.
- 7.4 **BULLETIN BOARDS:** Local 1 may use designated bulletin boards to announce meetings and to provide appropriate information to its membership.
- 7.5 **USE OF FACILITIES:** Advance request for use of District facilities must be made in accordance with established District procedure whenever an employee organization wishes to schedule use of 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 workday. After 5:00 p.m. any additional cost to the District for services shall be charged to Local 1 in accordance with policy in regard to other non-profit organizations for using the facility.

- 7.6 **REQUESTS FOR DISTRICT INFORMATION:** Local 1 may obtain a roster of names and college location addresses of District employees from the District Human Resources Office no more than twice each fiscal year.
- 7.7 **RELEASE TIME:** The following procedures shall apply for release time:
- 7.7.1 **Negotiations:** No paid release time shall be used or granted Local 1 representatives for negotiations preparation. A maximum of eight (8) authorized employee members of the Local 1 Negotiating Committee shall be released from their regular work duties, with pay, when negotiating meetings are scheduled during regular working hours of the employee members involved.
- 7.7.2 **Grievance Processing:** No paid release time shall be used by Local 1 representatives for grievance investigation or preparation. An authorized Local 1 representative and the grievant shall be released from their regular work duties, with pay, where resolution meetings are scheduled by management during their working hours.
- 7.7.3 **Release Time For Union President:** The District will provide full 1.0 FTE release time for the Local 1 College Unit President for negotiations, grievance processing, meetings with District representatives and other representation activities. In exchange for this release time, Local 1 agrees that the President will be reasonably available for meetings and discussions with the District on employer-employee relations issues and will have the authority to reach agreement with the District on the settlement of grievances, complaints, disciplinary actions, etc. In addition, the President shall have the authority to review and provide timely comments on classification specifications submitted by the District for review. This level of release time (from the current 0.5 FTE) will be reviewed by the parties after one year to determine its effectiveness. After this review, if the District agrees, the full release time provision will become a regular part of this contract provision.
- 7.7.4 **SUBSTITUTE PAY FUND:** The District shall allocate \$30,000 per year to a substitute pay fund for previously approved organizational meetings.
- 7.8 **ORGANIZATIONAL SECURITY:** The following organizational security provisions shall apply to all unit members.
- 7.8.1 All unit members in the classifications listed in Exhibit A attached hereto shall, as a condition of initial employment and as a condition of continued employment for the duration of this contract, do the following:
- 7.8.1.1 Become a member of Local 1, or;
- 7.8.1.2 Pay a service fee and assessments to Local 1, or;
- 7.8.1.3 If a conscientious objector within the criteria set forth below, pay an amount equal to Local 1's dues and other fees for service, to a non-religious charitable fund.



7.8.2

The District shall, at the time an individual's employment commences, furnish to each employee a written statement of the above requirement, and an enrollment card that shall include substantially the following language:

"I authorize a payroll deduction from my wages in the amount certified by Local 1 to the District as proper monthly dues, assessments and/or other fees for other services provided by Local 1. I hereby elect that such deductions be applied as follows: (CHECK ONE)

A. For Local 1 membership dues. [ ]

B. For an Agency shop fee to Local 1. [ ]

I do not choose to be a member of Local 1 or have my agency shop fee deducted from my pay warrant. I agree to pay a monthly service fee, assessments and/or fees for other services directly to Local 1. I understand that Local 1 requires advance payment of six months service fee amount if such fees are not deducted from my pay warrants. I agree to provide Local 1 with such monies and also agree to submit to the District an acknowledgement of payment of an amount equal to six months agency shop fee and fees for other services provided by Local 1 within five days of signing this card. If such acknowledgment is not provided by me within five days, I agree that District may deduct and submit the monthly service fee and fees for other services provided by Local 1 from my pay warrant each month, and forward the sums to Local 1.

(Name)

(Date)

#### **WAIVER**

I decline to have the District deduct any amounts from my pay warrants pursuant to the above provisions, and certify as follows:

1. I am a practicing member of a recognized religious body or sect that has historically held a conscientious objection to joining, or financially supporting, any employee organization. In lieu of paying any dues, assessments, service fees, or paying for any other services provided by Local 1, I agree to pay a monthly sum equal to such amounts to a non-religious charitable fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. I agree to provide Local 1 with proof of such belief and proof of such payment on a monthly basis, as a condition of the continued exemption from payment of membership dues or service fees and fees for other services to Local 1.
2. I agree that if a dispute between Local 1 and myself occurs as to the validity of my claimed exemption, or as to proof of my payment to a non-religious charitable fund as specified above, and the District is notified of such dispute by Local 1, the District shall deduct monthly an amount equal to the service fee, assessments and/or fees for any other service provided by Local 1 from subsequent pay warrants and will remit such amounts to Local 1 pending notification by Local 1 that the dispute has been resolved.

(Name)

(Date)

7.8.3 Local 1 agrees to furnish a "Certification Form" to the District, certifying the amount of Local 1 dues, service fee and fees for any other services provided by Local 1. Such certification shall be furnished annually, and also upon any change in such dues, assessments, or service fees, or upon determination of amounts representing any other services provided by Local 1. The certification shall contain substantially the following language:

"CERTIFICATION OF DUES, SERVICE FEES, ASSESSMENTS, FEES FOR ANY OTHER SERVICES PROVIDED BY LOCAL 1:

Local 1 certifies that the monthly dues or service fee charge for employees in the bargaining unit is \$\_\_\_\_\_.

Local 1 certifies that the fee, assessment and/or charge for other services provided by Local 1 for employees in the bargaining unit is \$\_\_\_\_\_.

The above amounts are to be deducted or paid by bargaining unit employees in the following manner:

Effective Date:  
Date of Certification:  
Date of Delivery to District:

\_\_\_\_\_  
(Authorized Officer)  
SIGNATURE

7.8.4 Certification of changes in the amount of monthly dues, assessments, service fees, or fees for other services provided by Local 1 shall be delivered to the District by Local 1 at least 30 calendar days prior to the day pay warrants reflecting such changes will be issued.

7.8.5 District agrees that during the life of this contract, as provided in this Article, the District will deduct each month an amount equal to monthly and periodic dues, assessments, service fees, and fees for other services provided by Local 1 in a uniform amount from the pay warrant of each employee, based upon the certification provided by Local 1 as set forth above.

7.8.5.1 All dues and fees deducted by the District pursuant to this Article shall be remitted to Local 1 once each month on or before the 15<sup>th</sup> calendar day following the pay date on which the deductions were made. The District shall remit such sums to Local 1 at the address provided by Local 1 to the District, and the District shall accompany each remittance with the name of each employee and the amount of money deducted from that employee's pay warrant.

7.8.6 No employee shall be terminated due to violation of this Article unless and until:

7.8.6.1 The employee is delinquent in making payments required, as set forth above;

7.8.6.2 The District is offered evidence by Local 1 that the employee has been notified by letter, with a copy to the District, which sets forth the following:

7.8.6.2.1 That the employee is delinquent in tendering the required dues, assessments, service fees, and/or fees for other services provided by Local 1.

7.8.6.2.2 Specifying the amount of such delinquency.

7.8.6.2.3 Notifying the employee that unless all delinquent amounts are tendered to Local 1 at their business office within 15 calendar days of the notification, the employee will be reported to the District for the commencement of termination proceedings.

7.8.6.3 After the 15-day period set forth in 7.8.6.2.3 above has elapsed, Local 1 must provide the District with evidence that the employee has not complied with the notification of delinquent dues, assessments or fees, and must further request the District to commence termination proceedings against the employee, in substantially the following language:

“Local 1 certifies that (the employee’s name) has failed to tender either uniformly-required Local 1 dues, assessments, service fees and/or fees for other services provided by Local 1 required as a condition of that employee’s continued employment under the existing contract between Local 1 and the District, after a written notification to do so. Pursuant to the terms of the contract, Local 1 demands the District commence termination proceedings against (the employee’s name).”

7.8.7 Local 1 agrees the District shall not be liable to Local 1 pursuant to this Article for the payment of any sums other than those constituting actual deductions from the pay warrants of employees made pursuant to this Article.

7.8.8 Local 1 agrees it shall indemnify and hold the District harmless from any liability arising from any and all claims, demands, lawsuits or other actions arising from implementation or compliance with this Article, or District reliance on any list, notice, certification or authorization furnished under this Article. Local 1 further agrees to refund to the District any sums paid to Local 1 in error by the District.

7.9 **OFFICIAL RECORDS:** Board minutes and fiscal reports approved by action of the Board shall be available for Local 1 review. The District shall furnish Local 1 with twelve (12) copies of all official Board minutes and twelve (12) copies of each Board agenda “packet,” excluding all confidential information or materials as defined by applicable law.

7.10 **POST REQUIREMENTS:** The District and Local 1 agree that they shall abide by and be subject to all POST requirements.

7.11

**PAPER SCREENING PROCESS AND USE OF OTHER UNIT MEMBERS:** The procedure for recruitment/selection of classified employees includes a process where District Human Resources performs all application screening, including paper screening of submitted application packets. The District recognizes that the Union has an interest in supporting effective recruitments to fill unit vacancies. Towards that end, the parties agree that after District Human Resources has completed the paper screening of applications for a particular recruitment, a mutually agreed upon unit employee representing the Union shall review the results within 24 hours and submit any questions or complaints to the assigned District Human Resources Representative. District Human Resources shall answer any questions that might be raised by the Union representative and investigate any complaints raised by the Union representative. Questions and complaints will be answered in a reasonable time frame, which both sides agree shall be no more than five (5) working days. The recruitment process may then continue.

7.11.1 No other represented bargaining unit members shall be allowed to participate in the application screening or any other recruitment/selection process to fill Union represented positions except as noted below.

7.11.2 If the District believes that an oral interview panel screening process would be enhanced by the inclusion of another represented bargaining unit member, the District will make a recommendation to Local 1 and the Union shall either agree or disagree with that recommendation within 24 hours. If there is no agreement, then no other represented bargaining unit members shall participate in the recruitment/selection process.

7.12

**SCREENING INTERVIEW COMMITTEES:** A Local 1 representative shall sit on all screening interview committees for Local 1 positions. Local 1 reserves the right to designate the Local 1 representative. Section 7.12 does not pertain to members of the hiring committee.

7.12.1 The manager in charge of the hiring process will make a tentative selection of a classified staff member to sit on the Screening Interview Committee. The person selected should have particular expertise regarding the position. The manager will then notify the college (or District Office) Local 1 vice-president of the selection and ask for union approval. Since time is usually of the essence in hiring, this notification can be done by phone, with a follow-up memo or e-mail. If the Local 1 vice-president does not agree, another selection will be made. The same process will be followed until a mutually-agreeable choice is found.

7.12.2 If the oral screening committee and the final hiring oral process are combined into one, a Local 1 representative shall still be allowed to participate.

## ARTICLE 8

### MANAGEMENT RIGHTS

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- 8.1 **LIMITED ONLY BY SPECIFIC/EXPRESS TERMS OF CONTRACT:** Local 1 recognizes and agrees that the exercise of the express and implied legal powers, rights, duties and responsibilities by the Board, e.g., the adoption of policies, rules, regulations and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- 8.2 **ENUMERATION OF MANAGEMENT RIGHTS:** Local 1 recognizes and agrees that the District powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage its operation; direct, select, decrease and increase the workforce, including but not limited to, hiring, demotion, suspension, layoff, or discharge; to maintain discipline and efficiency of employees, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of employees; the right to make all plans and decisions on matters involving its operations; to determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the scheduling of operations, the means and processes of operations, the materials to be used, and the right to introduce new, or improved, methods and facilities, and to change or alter any existing methods and facilities; to regulate quality and quantity of services and to otherwise take any actions desired to run the entire operation efficiently.
- 8.3 **EMERGENCY POWERS:** Local 1 recognizes and agrees that the District retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency. An emergency is considered an Act of God, a natural disaster, or other dire interruption of the District program (dire interruption shall not include strike by other employee organizations or students). Where an emergency is declared, the District shall immediately notify and consult with Local 1. Local 1 agrees it will abide by such emergency decisions of the Board during the time of the declared emergency.
- 8.4 **GRIEVE DECLARATION OF EMERGENCY:** The District agrees that in regard to a declared emergency and decisions made therein, that Local 1 shall have the right to subject such declaration and decisions made therein to the provisions of the "Grievance Procedure," Article 10, herein.
- 8.4.1 The District agrees to maintain a disaster preparedness plan(s) which shall address the emergency needs and procedures of each college and the District Office and to provide a copy of same to Local 1.
- 8.5 **PHYSICAL EXAMINATION:** An employee may be required by the District to be examined by the District physician(s) at any time while in paid or unpaid status. The cost of this or any subsequent examination required by the District shall be paid by the District.
- 8.6 **PROBATIONARY PERIOD:** All new regular employees hired on January 1, 2002 or after shall serve a one-year probationary period. Employees who are promoted into a classification requiring a twelve-month probationary period shall serve a six-month probationary period. The exception to the six-month promotional probationary period shall be those classifications in I.T. and Police Services. Promotional employees in these classifications shall have a one year probationary period.

- 8.6.1 For promotional employees who are serving six-month probationary periods, management can extend the probationary period as follows. Where management determines that an employee who is marginal for retention at the third (3<sup>rd</sup>) probationary evaluation may be a satisfactory employee if given specific counseling and assistance within another three (3) month period, and the employee agrees to a probationary extension, the District may extend such probationary period an additional three (3) months. A full, final evaluation shall be conducted between the eighth (8<sup>th</sup>) and tenth (10<sup>th</sup>) week of such extended period. Services may be terminated at any time during the regular or extended probationary period at the sole discretion of management.
- 8.6.2 All employees who are required to serve a twelve month probationary period shall be evaluated at the completion of the third (3<sup>rd</sup>) month of service, the completion of the sixth (6<sup>th</sup>) month of service, the completion of the ninth (9<sup>th</sup>) month of service, and a final probationary evaluation at the completion of the eleventh (11<sup>th</sup>) month of service.

## ARTICLE 9

### LEAVES

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- 9.1 **BEREAVEMENT LEAVE:** Employees may be granted, without loss of salary or other benefits, leave of absence not to exceed five (5) working days per occurrence on account of death of any member of the member's immediate family.
- 9.1.1 "Member of the immediate family" as used in this section means the mother, father, grandmother, grandfather, or grandchild of the employee or the employee's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister of the employee, or any relative or domestic partner (as defined in this contract) living within the immediate household of the employee. The above definition of family may be by blood, marriage, foster family, legal guardianship or step family relationship.
- 9.1.2 An extension of bereavement leave may be requested by the employee. Such extension shall be with salary for the period of time covered by the extension, not to exceed a total of six (6) days, including the above, when approved by the Chief Human Resources Officer or designee.
- 9.1.3 For occurrences not covered by "Bereavement Leave" see Personal Necessity Leave (9.3) or Vacation Leave (9.10).
- 9.2 **JURY DUTY AND WITNESS LEAVE:** When regularly called for jury duty or as a witness in the manner provided by law, employees shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty or act as a witness during the employee's regularly assigned working hours.
- 9.2.1 Request for jury duty or witness leave should be made by presenting, as soon as possible, the official court summons to the employee's immediate supervisor and to the District Payroll Office through regular administrative channels.
- 9.2.2 Reimbursement to the District of any monies earned as a juror, or witness, except mileage or meals, shall be made by the employee.
- 9.2.3 An employee regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- 9.2.4 Employees who work a schedule other than the day shift shall be given allowance for having served on jury or witness leave during the day. For every hour on jury or witness leave during any one day, the employee shall be granted one hour of release time on his/her subsequent swing or graveyard shift schedule taking place within the same calendar day (up to the maximum number of regular hours an employee normally works).
- 9.3 **PERSONAL NECESSITY LEAVE:** An employee may be granted a maximum of seven (7) days leave of absence in any school year without loss of pay, in cases of personal necessity. Such leaves shall be deducted from the employee's accumulated sick leave.
- 9.3.1 Personal necessities include:

- 9.3.1.1 Serious illness or death of a member of the immediate family;
- 9.3.1.2 An accident involving his/her person or property, or the person or property of a member of his/her immediate family; or
- 9.3.1.3 Appearance in court as a litigant;
- 9.3.1.4 Serious illness or death of an individual who is not a member of immediate family, but is considered to be closely associated to the member and/or his or her family.

9.3.2 Usage of such leave shall be at the election of the employee. However, reasonable notice in advance is required, where possible, and District approval must be obtained prior to the leave payment being processed.

9.3.3 This leave specifically does not include any recreational use nor any use related to present or prospective employment. Such leave as applied or used, and/or granted, must be matters which cannot be accomplished other than during the employee's regular working hours, or, deferred to a more convenient date or time to accommodate the regular work schedule.

9.3.4 "Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative or domestic partner (as defined in Section 20.4.14) living in the immediate household of the employee. The above definition of family may be by blood, marriage, foster family, legal guardianship or step family relationship.

9.4 **RELIGIOUS LEAVE:** Upon application, the Chief Human Resources Officer or his/her designee may grant to a regular monthly employee leave with pay for the special religious observances of the employee's faith falling on a regular working day. This section is not grievable under the grievance article of this contract.

9.5 **INDUSTRIAL ACCIDENT OR ILLNESS:** Employees shall be eligible to receive up to sixty (60) days leave with pay for the same accident. An industrial accident or illness is defined as one where the employee becomes ill or is injured while he/she is serving the District, and the accident or illness is reported to the Contra Costa County Schools Insurance Group (or another insurance carrier so designated by the District) in accordance with their regulations, and the Contra Costa County Schools Insurance Group accepts responsibility for the treatment of the employee.

9.5.1 Industrial accident or illness leave will commence on the first (1<sup>st</sup>) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

9.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.



9.5.3 The industrial accident or illness leave of absence is used in lieu of entitlement acquired under Section 88191 of the California Education Code or Section 9.6 of this contract. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if any employee is receiving workers' compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation, or other available leave, which, when added to the workers' compensation award, provides for a full day's wage or salary.

9.5.4 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

9.5.5 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the District, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

9.5.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of a lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The District shall require certification by the attending physician that the employee is medically able to return to and perform the duties of his/her position. The District shall have the right to confirm through its doctors the employee's medical condition and ability to perform the functions of the job by a physical examination(s) paid for by the District.

9.5.7 Any employee receiving benefits provided in this section shall, during periods of injury or illness, other than for periods of no more than three (3) consecutive days, remain within the State of California, unless approved in advance by the Chief Human Resources Officer or designee.

9.5.8 Upon formal written petition of the employee, the District reserves the right, in its sole discretion, based upon each individual case and facts presented, to grant an employee extension of leave of absence for industrial accident or illness leave.

9.6 **SICK LEAVE:** Employees employed five (5) days per week shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year (July 1) to full-time employees. Fractional assignments shall receive proportionate leave entitlement.

- 9.6.1 Employees employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months employed bears to twelve.
- 9.6.2 Employees employed less than five (5) days a week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 9.6.3 Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this policy, until the first (1<sup>st</sup>) day of the calendar month after completion of six (6) complete months of active service with the District.
- 9.6.4 If the employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 9.6.5 Sick leave may be used for visits to medical doctors, dentists, optometrists, oculists, chiropractors, chiropractors, psychiatrists and Christian Science practitioners. Such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration. Where possible, employees shall provide at least five (5) days advance notice of medical appointments under this section.
- 9.6.6 All sick leave absence shall be reported in writing on District determined forms to the appropriate college or district manager. The District reserves the right to require medical verification of illness for any absence of five (5) consecutive days, or, where prior written notice has been given an employee, for shorter periods of time where the District believes there appears to be probable cause for requiring such verification.
- 9.6.7 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
- 9.6.8 Employees must be in active employment or on paid leave to earn or use sick leave. Employees on extended illness leave are eligible to earn or use sick leave. Sick leave may be applied only on those days when the employee is required to report for duty but cannot do so because of illness or injury. However, employees who become ill or are injured but are not required to report, such as those on leave or vacation, may use sick leave credited, as stated in 9.10.4, "Vacation" following.
- 9.6.9 Where an employee is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days leave as the number of months in the fiscal year he/she was employed bears to twelve (12).

9.6.10 Sick leave entitlement shall be reduced by one (1) day for each month an employee is on personal leave without pay. Entitlement shall be granted for all other leaves.

9.7 **EXTENDED SICK LEAVE:** If an employee's absence due to either industrial or non-industrial illness or injury extends beyond accumulated leave for this purpose, the employee will be paid at fifty percent (50%) of his/her regular rate for a period not to exceed one hundred (100) working days. The one hundred (100) working day period shall run concurrently with other paid leaves. An employee may use vacation accumulation to provide an amount equal to a full day's pay during any time when the employee is on 50% pay status. In no event shall this benefit extend beyond one hundred (100) working days in a fiscal year. A regular classified employee shall be required to present a doctor's report stating the nature of the illness or injury and the date the employee is able to return to work to qualify for these benefits. Upon expiration of paid leaves, the employee may also apply for coverage to the disability insurance carrier, according to its procedures.

9.8 **QUARANTINE LEAVE:** Regular classified employees shall receive salaries in full when quarantined by city or county health officers because of another's illness. Such quarantine must be verified by a physician or health officer.

9.9 **HOLIDAY LEAVE:** Holiday leave provisions shall be as noted below:

9.9.1 Employees in the bargaining unit shall be entitled to the following holidays with pay providing the employee is in a paid status the immediate work day before or the immediate work day following such holiday:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Native American Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
December 31

9.9.2 Regular employees of the District who are not normally assigned to duty during the school holidays during Christmas recess shall be paid for those holidays received by regular classified employees provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

9.9.3 It is agreed by the parties that there shall be five (5) additional Board granted local classified holidays each fiscal year of this contract that will be granted during the holiday recess period for all classified employees.

9.9.3.1 For the 2007-08 fiscal year only, modify to provide for two additional paid holidays. The first day is Wednesday, January 2, 2008. The second day is Friday during the week of Spring Break.

9.9.4 It is agreed that certain positions or classes within the Police, Payroll and Information Technology Services may be required, due to business necessity, to perform services on Board holidays during the Christmas recess period. The District shall notify the Union by November 1, concerning the positions, classes and individuals affected. Any employee required to work on such holidays shall be compensated at the overtime rate of time and one-half (1.5) in addition to his/her regular salary.

9.9.5 When a holiday falls on a Sunday, the succeeding workday not a holiday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be the holiday in lieu of the day observed.

9.9.6 Should a holiday as enumerated above or any other day designated by the Governing Board as a public holiday occur while an employee is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from his/her other paid leave of absence.

9.9.7 Employees shall be entitled to the same number of holidays, regardless of whether they work Monday through Friday or some other shift.

9.9.8 An employee required by his/her supervisor to work on a holiday shall receive time and a half in addition to his/her regular day's pay for work on the holiday. If the employee does work and is paid overtime for working on a holiday, he/she shall not receive an additional day off.

9.9.9 Where a holiday falls on a non-work day for an employee in the classification of Police Services Officer, that employee will be paid time and one-half in addition to regular salary for the first non-holiday workday following the holiday. That day will be designated as the alternate holiday on the employee's monthly absence report, and he/she shall not receive an additional day off.

9.9.10 Where a holiday falls on a non-work day for a classified employee, the employee will be given time off in-lieu of the holiday at the same ratio as their work schedule bears to full-time employees, within the same pay period (currently calendar month). The in-lieu time off may be before or after the actual holiday.

If, due to business reasons, it is not possible to schedule the in-lieu time off within the same pay period, the in-lieu time off may be taken no later than the next pay period (currently calendar month). Such arrangement must be with the concurrence of the employee and the supervisor.

The amount of in-lieu time the employee is to be given will be the ratio of the employee's total work schedule to the hours given a full-time employee. The actual shift hours and/or days the employee works is irrelevant for calculating in-lieu time off.

Example 1 – An employee works 50% time (20 hours per week), with shifts of Monday – Thursday 5 hours each day. The employee will be granted 4 hours of

holiday in-lieu time for each holiday that falls on a Friday. This is calculated by multiplying the percent of time worked (or FTE) by 8 hours for the holiday.

$$50\% \times 8 \text{ hours} = 4 \text{ hours}$$

Example 2 – An employee works 60% time (24 hours per week), with shifts of Monday and Friday 8 hours each day, and Tuesday and Wednesday 4 hours each day. The employee will be granted 4.8 hours of holiday in-lieu time for each holiday that falls on a Thursday. This is calculated by multiplying the percent of time worked (or FTE) by 8 hours for the holiday.

$$60\% \times 8 \text{ hours} = 4.8 \text{ hours}$$

Holiday in-lieu time off may be combined with accrued vacation time to allow for entire shifts off. All holiday in-lieu hours are to be noted on the absence report in the month taken by using the "HL" notation in the appropriate box.

9.9.11 Pay warrants for December will be distributed between 1:00 p.m. and 5:00 p.m. at the locations' business offices on any regular payday which falls on a day designated for close down, or, which falls on a day other than a legal holiday as specified within the Education Code.

9.9.12 Employees in the classification of Police Services Officer will be required to work on any holiday that falls on a regularly scheduled workday. They will be paid time and one-half in addition to regular salary for all holiday work. If two or more officers regularly work the same day and hours (double coverage), one may elect to observe the holiday. The officer with the highest seniority date electing to observe the holiday will be granted holiday leave. Officers will be permitted to arrange for voluntary substitutes for their holiday shifts from the employees employed as Police Services Officers.

9.10 **VACATION LEAVE:** Employees are entitled to vacation allowance with pay. The base date for calculating vacation entitlement shall be established as the first (1<sup>st</sup>) of the month of employment if employed between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) calendar date of that month or the first (1<sup>st</sup>) of the following month if employed on or after the sixteenth (16<sup>th</sup>) calendar date of the month.

9.10.1 Employees shall earn vacation leave with pay as follows (effective July 1, 2002):

9.10.1.1 For the first two fiscal years of service – 8.67 hours per month (13 days annually)

9.10.1.2 Beginning with the third fiscal year of employment through the 10<sup>th</sup> fiscal year of employment – 12.0 hours per month (18 days annually)

9.10.1.3 Beginning with the eleventh (11<sup>th</sup>) fiscal year of employment and thereafter – 16.67 hours per month (25 days annually).

9.10.2 Any paid holiday to which an employee is entitled shall not be charged as a day of vacation.

9.10.3 An employee who becomes seriously ill, or is injured, or has a reoccurrence of an industrial accident or injury, during his/her scheduled vacation period, may request that the time be deducted from his/her earned sick leave and the vacation period be rescheduled at a later date or be extended. The request to the College President (or designee) or the Chancellor (or designee) shall be accompanied by a statement of a licensed physician to be submitted prior to the employee's return to work stating that

the employee was unable to continue his/her scheduled vacation on the dates indicated.

9.10.4 Employees working less than full-time shall be entitled to vacation allowance at the same ratio as their work schedule bears to the allowance of a full-time employee.

9.10.5 An employee must work or be on paid leave of absence in order to earn full vacation leave for that month. An employee in a paid status for less than a month shall accrue vacation for each hour of paid service, excluding overtime as follows:

9.10.5.1 For the first two fiscal years of service – 0.050000 hours.

9.10.5.2 Beginning with the third fiscal year of employment through the 10<sup>th</sup> fiscal year of employment – 0.069231 hours.

9.10.5.3 Beginning with the eleventh (11<sup>th</sup>) fiscal year of employment and thereafter – 0.096194 hours.

9.10.6 When an employee with accrued vacation leave who has worked in regular status for at least six (6) full months is separated from the District he/she shall be paid for the accrued vacation at his/her current rate of pay. An employee who uses vacation during the first six months of employment and subsequently separates from the District prior to the completion of six full months of employment shall have any vacation taken during this period deducted from his/her final paycheck.

9.10.7 Vacation leave, may, with the approval of the District, be taken at any time after it has been earned. If a probationary employee uses vacation prior to the completion of six (6) months of service and then separates from employment with the District prior to six (6) months of service, the employee's final compensation will show a deduction for the used vacation hours.

9.10.7.1 Each department of the District shall, on or around July 1 and January 1 of each year, provide its employees with a voluntary vacation schedule request form for the succeeding six (6) month period. Each employee may, within ten (10) work days after such departmental schedule being furnished:

9.10.7.1.1 Submit vacation requests covering the six (6) month period.

9.10.7.1.2 Such requests shall be considered in order of seniority. Such requests shall be acted on within ten (10) work days thereafter.

9.10.7.1.3 Any such vacation scheduled shall not be altered by the District or employee except in case of emergency or by mutual consent.

9.10.7.1.4 Any employee utilizing this voluntary procedure shall have a super seniority on choice of vacation time over anyone not utilizing the procedure.

9.10.7.1.5 If any employee is not permitted to take his/her full annual vacation due to District requirements or needs, such vacation time shall be rescheduled during the fiscal year. If such rescheduling cannot be accomplished, the amount not taken shall accumulate for use in the next fiscal year. However, in no case may an employee accrue more than forty-five (45) days of vacation leave.

9.10.8 Vacation Leave Approval: All vacation leave must be approved by the District at the convenience of the District so as to disrupt schedules as little as possible. Employees with the most seniority at each location in the District will be given priority in the selection of vacation times. Vacation leave requested for purposes defined in Article 9.3.1.4 shall not be denied arbitrarily or capriciously.

9.10.8.1 The District agrees to honor requests from Police Services Officers for vacation time submitted fourteen (14) working days in advance, subject to the following conditions:

9.10.8.1.1 No more than one-fifth (1/5) of the full-time officers will be on leave during fall and spring registration periods (approximately two [2] weeks prior to and two [2] weeks following the first day of instruction).

9.10.8.1.2 No more than two-fifths (2/5) of the full-time officers will be on leave during other periods unless the District determines it is in the best interest of the District.

9.10.9 No employee may normally take vacation leave in excess of twenty-five (25) consecutive working days without scheduling the leave at least six (6) months in advance, and/or, with the approval of the College President (or designee) or his/her respective Chief Human Resources Officer (or designee).

9.10.10 Vacation leave, at the option of the employee, may be used to extend sick leave when necessary. However, if vacation leave is taken for purposes of illness or injury, the rules regarding its usage shall be identical to sick leave usage.

9.10.11 Vacation leave, up to ten (10) days, may be approved by the first (1<sup>st</sup>) level supervisor. Vacation requests for time greater than ten (10) days must also receive the approval of the first (1<sup>st</sup>) level supervisor's manager.

9.10.12 Vacation accrual in excess of maximum (360 hours) will be converted to the employee's sick leave bank.

9.10.12.1 Employees shall be notified when their accumulated vacation hours have reached 280 hours. Such notice shall be for the purpose of calling the employee's attention to the possibility of accumulation beyond the maximum allowed.

9.11 **EDUCATIONAL LEAVE:** Employees may be eligible for educational leave as follows:

9.11.1 A regular monthly employee may be granted permission to enroll in a college course that meets during his/her regularly scheduled workday, provided:

9.11.1.1 The course is part of a training program approved by the department head to improve the employee's performance in the position he/she holds; and,

9.11.1.2 Additional funds will not be required nor will the department's workload be adversely affected by the absence.

9.11.2 The appropriate manager, with the approval of the President (or designee) or the Chancellor (or designee), may approve the employee's request to attend such courses:

9.11.2.1 With an adjusted work schedule of equivalent hours, up to a maximum of six (6) adjusted hours per week; or,

9.11.2.2 With reduced pay.

9.11.3 Upon application, and recommendation of the appropriate supervisor and department head, the Chancellor or designee, may grant to a regular monthly employee, leave with pay and/or expenses, or, leave without pay and/or expenses (as stipulated prior to attendance) for educational conference or in-service training which, in the sole discretion of management, will improve District operations of the ability of the employee to more effectively perform his/her duties.

9.11.3.1 Where any such request is subsequently denied, the employee shall be furnished, in writing, within five (5) working days, reason(s) for such denial. Any such denial shall be neither arbitrary nor capricious.

9.12 **HEALTH LEAVE:** This leave is for additional time off due to non-industrial accident or illness.

9.12.1 A permanent employee who has exhausted all entitlements to sick leave, vacation, or other available paid leave due to absences related to non-industrial accident or illness, may be granted six (6) months additional illness leave without pay by the District. Such leave may be extended for two (2) additional six (6) month periods by the District.

9.12.2 Employees not requesting or granted such additional leave shall be subject to layoff at the expiration of all paid leaves.

9.12.3 If, at the conclusion of all leaves, paid or unpaid, the employee is still unable to assume the full duties of the position, the employee shall be laid off and placed on a reemployment list for a period of thirty-nine (39) months. At the conclusion of such period, the employee shall be removed from the reemployment list.

9.13 **MATERNITY LEAVE:** Employees shall be granted a leave of absence from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom as provided in this section. 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.

9.13.1 In the event of absence due to medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, the employee shall be entitled to utilize the available sick leave plan. The employee may also apply for coverage to the disability insurance carrier, according to its procedures.

9.13.2 After the employee has exhausted sick leave, and the employee is still not able to return to work due to medical disability as described herein, the employee shall be placed on extended maternity leave for three (3) additional months. Extended maternity leave is provided without pay. The employee may also apply for coverage to the disability insurance carrier, according to its procedures.



9.13.3 The employee shall have the option to choose leave without pay, instead of utilizing paid sick leave. If the employee selects this option, she shall also have the right to one (1) three-month (3) extended maternity leave.

9.13.4 Maternity leave beyond that provided for above may be requested, and granted at the discretion of the District.

9.14 **PATERNITY LEAVE:** An employee shall be entitled to use personal necessity leave (up to seven [7] days) and then be granted twelve (12) days of 50% pay in the event of medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from (to the mother of the employee's child). The date on which the leave shall commence shall be determined by the employee and the physician caring for the mother of the employee's child. Such time must be within reasonable time before or after the birth of the child.

9.15 **ADOPTION LEAVE:** When absence is necessary because of the adoption of a child, the employee shall be entitled to use personal necessity (up to seven [7] days) and then be granted twelve (12) days of 50% pay.

9.16 **CATASTROPHIC LEAVE:** The District shall allow employees to donate sick leave to individual employees who have suffered long-term disabilities or illnesses. Donating employees shall retain 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. The donation form can be obtained in the District Human Resources Office. A copy of the form can be found in Appendix B.

9.17 **FAMILY LEAVE:** In the event of absence required by sickness of a member of the immediate family, the employee shall be entitled to up to seven (7) days of personal necessity to be taken out of sick leave.

9.17.1 Employees who have provided more than one (1) year of continuous full-time service may request and be provided up to four (4) months unpaid family leave within any 24-month period.

9.17.1.1 Family leave of absence may be taken due to birth or adoption of a child (must be taken within one year of birth or placement) or due to a serious illness of a child (natural, foster or adopted).

9.17.1.2 Family leave may be granted to care for a parent or spouse who is experiencing a serious health condition. The employee may be asked to use other paid leave prior to being placed on unpaid leave status. Spouses who both work for the District are jointly entitled to a combined total of 12 weeks when leave is taken for reasons other than his/her own serious health condition.

9.18 **MILITARY LEAVE:** Employees shall be granted military leave in accordance with State of California Education and Military and Veterans Codes upon submission of official orders.

# ARTICLE 10

## GRIEVANCE PROCEDURE

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- 10.1 **PURPOSE:** The purpose of this article is to provide an orderly procedure for reviewing and resolving grievances promptly.
- 10.2 **DEFINITIONS:** The following definitions shall apply to this article:
- 10.2.1 **Grievance:** A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.
- 10.2.1.1 “Grievance” as defined in this Agreement, shall be brought only through this procedure.
- 10.2.1.2 Actions to challenge or change the policies of the District as set forth in the policies, rules, regulations or administrative regulations and procedures not contained in this Agreement must be undertaken under the separate processes determined by then existing policies.
- 10.2.2 **Grievant:** Any member of the bargaining unit covered by the terms of this Agreement, or, Local 1 where the violation alleged is one of substantive Union rights, or, where the Union alleges there is no grievant who will formally grieve the alleged violation.
- 10.2.3 **Day:** A day, for purposes of this Article, is any day on which the central administrative office of the District is regularly open for business.
- 10.2.4 **Immediate Supervisor:** The first (1<sup>st</sup>) District-designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.
- 10.3 **TIME LIMITS:** A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure relative to the grievance in question.
- 10.3.1 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- 10.3.2 Time is of the essence in all processing of grievances.
- 10.3.3 Time limits may be waived by mutual written consent of the parties.
- 10.4 **OTHER GENERAL PROVISIONS:** The following other general provisions shall also apply to this grievance procedure:

10.4.1 **Employee Legal Rights:** Nothing contained herein shall deny to any employee his/her legal rights under state or federal constitutions and laws. No probationary employee may use this grievance procedure in any way to appeal discharge or a decision by the District not to renew employment. No employee shall use this grievance procedure to appeal any Board decision if such decision is a result of a State or Federal Regulatory Commission or Agency, or State or Federal Law Decision. Prior to such action, the District shall consult with Local 1.

10.4.2 **Representation by Local 1:** The grievant may be represented by a designee of Local 1 at any step of this grievance procedure. Neither the District nor its representatives shall meet with any person acting as the representative of any employee group other than Local 1 on matters subject to this grievance procedure. The District shall submit to Local 1 copies of any formal written grievance two (2) days after its filing.

10.4.3 **Grievance Processing-Limits:** Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this grievance procedure. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the employee knew or should have known more than fifteen (15) days prior to notification at Level 1 with the immediate supervisor shall not be processed by the District.

10.5 **PROCEDURAL STEPS:** A grievance shall be processed as follows:

10.5.1 **Informal Conference (Level I):** Within fifteen (15) days of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall orally discuss the alleged grievance with the immediate supervisor, or designee. The supervisor, or designee, shall orally respond within three (3) days.

10.5.2 **Formal Level (Level II):** In the event the grievant is not satisfied with the decision at the informal conference, the decision may be appealed, in writing, to the immediate supervisor, or designee within five (5) days of receiving a decision at Level I. The immediate supervisor, or designee, shall respond, in writing, within five (5) days of receipt of the appeal. The grievant's writing shall be on the Grievance Form or may be in letter form. Such letter shall, in order to be processed or considered, include the following:

10.5.2.1 A statement in capital letters stating, THIS IS A GRIEVANCE, at or near the center of the top of the letter.

10.5.2.2 Employee name; college or location in the District; department.

10.5.2.3 Date of alleged grievance; date of informal conference and name of immediate supervisor/designee; date of oral response.

10.5.2.4 Date of filing of the formal grievance.

10.5.2.5 The specific articles and sections alleged to have been violated.

10.5.2.6 Employee's statement of the alleged violation and grievance, the factual contention, what occurred, providing full facts necessary to support the allegation.

10.5.2.7 A statement of the full relief, remedy, action, believed required to resolve the alleged grievance.

The immediate supervisor, or designee, shall respond, in writing, within five (5) days of receipt of the appeal.

10.5.3 **President or Chief Human Resources Officer (Level III):** In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed, in writing, to the grievant's College President/Chief Human Resources Officer or designee within seven (7) days. In order to be processed or considered, the appeal shall include a copy of the original grievance and decision rendered, and reason for the appeal.

10.5.3.1 The College President/Chief Human Resources Officer or designee shall communicate the decision in writing, to the grievant within seven (7) days of receipt of the appeal.

10.5.3.2 Either the grievant, Local 1, the College President/Chief Human Resources Officer or designees may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

10.5.4 **Chancellor Level (Level IV):** If the grievant is not satisfied with the decision at Level III, he/she may appeal the decision in writing within ten (10) days to the Chancellor or designee. The appeal shall include a copy of the original grievance and appeals with the decisions rendered, and the reasons for the appeal.

10.5.4.1 The Chancellor or designee shall communicate the decision in writing to the grievant within fifteen (15) days. Either the grievant, Local 1, the Chancellor or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

10.5.5 **Fact-Finding (Level V):** In the event the grievant is not satisfied with the decision at Level IV, he/she may, but only with the concurrence and participation of Local 1 within ten (10) days, give written notice to the Chancellor demanding a "Fact-Finding Panel" be formed. As an alternative to a "Fact-Finding Panel," but only with the concurrence and participation of Local 1, the parties may mutually agree to use an Expedited Advisory Arbitration Process as stipulated on Exhibit H. Normally said Expedited Process shall only be utilized where there is a single issue to be resolved and there are few disputes concerning the facts.

10.5.5.1 The grievant may, with or without concurrence of Local 1, appeal the Chancellor's decision directly to "Level VI – Governing Board," bypassing this level as optional on any grievance.

10.5.5.2 Where the grievant and Local 1 demand a Fact-Finding Panel, it shall be formed to consider the grievance and to provide an advisory recommendation to both the District and Local 1 as to resolution of the dispute. The procedure shall be as follows:

- 10.5.5.2.1 Within five (5) days after receipt of the written request, the District and Local 1 shall each select one (1) person to serve as its member of the panel.
- 10.5.5.2.2 Within two (2) days thereafter, the selected panel members shall meet to determine a mutually agreeable third (3<sup>rd</sup>) panel member who shall be neutral and impartial and shall serve as chairperson of the panel.
- 10.5.5.2.3 In the event that a mutually agreeable chairperson cannot be agreed upon, within three (3) days, the panelist shall be selected from a list of five (5) certified panelists supplied by the Public Employment Relations Board, the California State Conciliation Service, or other sources as the panelists mutually agree upon.
- 10.5.5.2.4 Panel chairperson expenses, including any per-diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other who are not regular District employees. Regular District employees shall not suffer loss of compensation for time spent during regular hours as a grievant, representative or witness at a hearing held pursuant to this procedure. However, no more than four (4) employees may participate in any one (1) grievance during working hours whether grievants, representatives or witnesses unless otherwise approved in advance by the District.
- 10.5.5.2.5 The panel shall, within ten (10) days after its appointment, meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, or take such other steps as the chairperson deems appropriate to determine a resolution recommendation. The panel shall, within twenty (20) days after its appointment, recommend, in writing, its proposed decision regarding the grievance in question to Local 1 and the Board of the District. Such recommendation is advisory only to each party.
- 10.5.5.2.6 In any event, the Fact-Finding Panel shall have no power to recommend to:
  - 10.5.5.2.6.1 Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - 10.5.5.2.6.2 Establish, alter, modify or change the salary structure.

10.5.6 **Governing Board (Level VI):** There are two different scenarios when a grievance reaches the Governing Board. The first is where optional fact-finding did not take place, and the other is where a fact-finding panel or single arbitrator was appointed. There are different procedures depending on which route was selected.

10.5.6.1 **Without Optional Fact-Finding:** In the event the grievant is not satisfied with the decision at Level IV (Chancellor), the decision may be appealed to the Board within ten (10) days. In order to be processed or considered, this appeal shall include copies of the original grievance and all appeals, written copies of all decision rendered, a statement of the reasons for an appeal, and the specific remedy sought.

10.5.6.1.1 The Board shall set for its next regular meeting after receipt, providing a minimum of ten (10) working days elapses from receipt until the Board meeting, a hearing on the grievance. Such hearing shall be either in public or executive session in accordance with the grievant's request and/or the requirements of the Brown Act.

10.5.6.1.2 The Board shall, within fifteen (15) calendar days thereafter, submit its decision on the grievance in writing.

10.5.6.2 **Where A Fact-Finding Panel or Single Arbitrator Was Appointed:** The Board shall consider such recommendations or advisory award, in public session or executive session in accordance with the grievant's request and/or the requirements of the Brown Act at its next regular meeting after receipt, providing a minimum of ten (10) days elapses from receipt until the Board meeting. The decision rendered by the Board shall be final as to the District. Local 1 shall maintain its full legal remedies, including, recourse to court action (See Appendix H).

10.5.6.2.1 The Board may implement the Fact-Finding Panel's recommendations or advisory arbitration award; may decide not to implement in any way; may meet with the grievant and representatives to discuss other alternatives solely at the option of the Board; or, may take other action at its sole discretion.

10.5.6.2.2 The Board shall, within fifteen (15) calendar days thereafter, submit its decision on the grievance in writing.

10.5.6.2.3 Where the Board does not accept the recommendations of the Fact-Finding Panel or advisory award, the reasons for the Board decision shall be presented in writing.

# ARTICLE 11

## JOB OPENINGS

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- 11.1 **PROBATIONARY EMPLOYEES' RIGHTS UNDER THIS ARTICLE:** Employees newly hired in the District in probationary positions will not be eligible for promotion until they have gained permanency in the classification, unless approved by the Chief Human Resources Officer or designee.
- 11.1.1 Probationary employees shall not be eligible to exercise their seniority rights under Article 11 unless they have a current satisfactory evaluation and/or an absence of negative documentation in their personnel file, as defined in Article 15 – Personnel Files, they have been in the position at least three months, and the Chief Human Resources Officer or designee has agreed. In this circumstance, an employee shall have an additional three (3) months of probation added to his/her probationary period, so long as the total length of probation does not exceed one (1) year.
- 11.2 **DEFINITION OF TRANSFER:** A movement of the employee within the same campus or from one campus or the District Office to another within the same classification.
- 11.3 **INVOLUNTARY TRANSFERS:** When a transfer is required because of lack of work, lack of funds, abolishment of position, or District efficiency, the District shall:
- 11.3.1 Request and consider volunteers within the classification for such transfer first.
- 11.3.2 Where there are no volunteers, the transfer shall be based on the least seniority within the classification.
- 11.3.3 Where any such transfer would cause a reduction in the number of hours worked per week or months per year, the provisions of Article 13 – Layoff and Reemployment shall apply.
- 11.4 **VOLUNTARY TRANSFERS:** The following provisions shall apply to all voluntary transfers.
- 11.4.1 **Submission of Transfer Request:** Notices of vacant positions shall be posted via email at least five working days prior to recruitment. Employees in the vacant position classification shall have five working days from the time of posting to submit a request to transfer to District Human Resources. Employees submitting a transfer request will be considered for eligibility in seniority order. Where two or more eligible employees have the same seniority within the classification, the seniority preference shall be determined by lot in the presence of a Union representative, if requested.
- 11.4.2 **Transfer by Seniority:** The most senior willing, available and able transfer candidate on the eligibility list shall, if requested by the hiring supervisor or the employee, meet with the supervisor to tour the facility, review the desirable qualifications, discuss the vacant position, and the supervisor's expectations for the employee. After the interview, assuming one is held, the transfer candidate shall notify District Human Resources as to whether or not he/she is accepting the position. If the transfer candidate accepts the position, the transfer candidate's current immediate supervisor and the receiving supervisor shall work out the effective date of the transfer. If the senior willing,

available and able transfer candidate does not accept the position, the next senior willing, available and able transfer candidate on the eligibility list shall be contacted and the process noted in this section shall be repeated until the position is filled or no transfer candidates are left on the eligibility list.

11.4.3 Transfer Candidate Return Rights: A transfer candidate who accepts a transfer and subsequently begins employment in the new position shall have the right to return to the position that the employee held immediately before moving into the new position for a maximum period of fifteen (15) work days.

11.4.4 Transfer Candidate Evaluation Period: A transfer candidate who accepts a transfer and subsequently begins employment in the new position shall be subject to review and evaluation by his/her immediate supervisor during the first thirty (30) days worked by the employee in the new position. If the supervisor rejects the employee during this thirty (30) work day period, the employee shall have the right to return to the position that the employee held immediately before moving into the new position. During this thirty (30) day period, the employee and supervisor will meet to discuss the performance of the employee and to provide advice and assistance if needed.

11.5 **JOB OPENINGS – NON-TRANSFER OPPORTUNITIES:** The following provisions shall apply to all unit openings that are not filled through voluntary transfer pursuant to Section 11.4.

11.5.1 Determination of Recruitment Type: The District is committed to providing promotional opportunities where appropriate for all qualified District employees. District Human Resources shall determine if a vacancy shall be filled from an existing eligibility list, a new promotional eligibility list (internal candidates only), or an open eligibility list (internal and external candidates). After considering existing eligibility lists, the first priority shall be filling a vacancy through an internal recruitment (if applicable state laws and regulations permit it). If District Human Resources decides to conduct an open recruitment, and three internal ranks of willing, available and able employees are successful in making the eligibility list, the employees shall be placed on a separate internal list and this list shall have priority over the open list until it falls below three ranks of willing, available and able employees. At that point, any remaining employees shall be merged with the open list and given appropriate seniority points.

11.5.2 Internal Recruitment: If it is determined that an internal recruitment is appropriate and that applicable state laws and regulations permit it, the District shall post the recruitment for a minimum of ten (10) working days. During this time, internal applicants who are not on probation may apply.

11.5.2.1 District Human Resources shall review all completed applications submitted by the deadline. Those candidates meeting the minimum qualifications shall proceed to the various employment test segments of the recruitment.

11.5.2.2 Successful candidates shall be ranked by District Human Resources based on performance on the various test segments. Final scores shall be based on a 100-point scale, with final scores rounded to the nearest whole number.

11.5.2.3 The top three ranks of candidates willing, available and able shall be forwarded to the hiring authority for a final interview. Ranks shall be determined in two percentage point bandwidths. The hiring authority shall



interview the eligible candidates certified by District Human Resources and make a recommendation as to which candidate(s) to hire.

- 11.5.2.4 After District Human Resources approves the recommendation, the approved candidate shall be offered the position. If the approved candidate declines the offer, the hiring authority can recommend another candidate already interviewed by him/her. In the alternative, if the pool of interviewed candidates has now fallen below three ranks of willing, available and able candidates due to the candidate declining, the hiring authority can interview the next rank of eligible candidates willing and able to take the position. As a final alternative, if candidate's declining results in the total eligibility list falling below three ranks of willing, available and able candidates, the hiring authority can request a new recruitment from District Human Resources.
  - 11.5.2.5 If an eligibility list falls below three ranks of eligibles who are willing, available and able, the hiring authority may choose to interview or choose not to interview. If the hiring authority interviews, he/she is not required to accept any of the candidates and can request that District Human Resources initiate a new recruitment. If the hiring authority chooses not to interview, he/she can request that District Human Resources initiate a new recruitment.
  - 11.5.2.6 Any eligibility list resulting from an internal recruitment shall be valid for a minimum of three (3) months and a maximum of one (1) year from the date approved by District Human Resources. An internal eligibility list may be extended by up to an additional twelve (12) months with the approval of the Chief Human Resources Officer or designee. Internal eligibility lists may be used to fill vacancies within that classification. In the alternative, District Human Resources can determine to not use an existing list and can begin a new recruitment process.
- 11.5.3 Open Recruitment: If it is determined that an open recruitment is appropriate, the District shall post the recruitment for a minimum of ten (10) working days and may include "or until filled." During this time, internal applicants who are not on probation may apply as well as outside applicants.
- 11.5.3.1 District Human Resources shall review all completed applications submitted by the deadline. Those candidates meeting the minimum qualifications shall proceed to the various employment test segments of the recruitment.
  - 11.5.3.2 The Screening interview Committee will rate applicants on a 100-point scale, with scores rounded to the nearest whole number. The committee will forward the top candidates to the final interview. If less than three candidates are forwarded to the final interview, the screening committee will provide written documentation as to why at least three candidates were not forwarded. In addition, internal candidates shall have added to their screening interview scores one point for every two full years of regular service with the District, up to a maximum of seven (7) points. With the addition of seniority points, internal candidates who have screening interview scores at least as high as the lowest score among candidates forwarded by the screening committee will be added to the list of final interview candidates. Final interviews with less than three candidates may

be allowed upon review and approval of the Chief Human Resources Officer or designee.

- 11.5.3.3 The hiring authority shall interview the eligible candidates certified by District Human Resources and make a recommendation as to which candidate(s) to hire.
- 11.5.3.4 After District Human Resources approves the recommendation, the approved candidate shall be offered the position. If the approved candidate declines the offer, the hiring authority can recommend another candidate already interviewed by him/her. In the alternative, if the pool of interviewed candidates has now fallen below three candidates, the hiring authority can request a new recruitment from District Human Resources.
- 11.5.3.5 If an eligibility list falls below three candidates the hiring authority may choose to interview or choose not to interview. If the hiring authority interviews, he/she is not required to accept any of the candidates and can request that District Human Resources initiate a new recruitment. If the hiring authority chooses not to interview, he/she can request that District Human Resources initiate a new recruitment.
- 11.5.3.6 Any eligibility list resulting from an open recruitment shall be valid for a minimum of three (3) months and a maximum of one (1) year from the date approved by District Human Resources. An open eligibility list may be extended by up to an additional twelve (12) months with the approval of the Chief Human Resources Officer or designee. Open eligibility lists may be used to fill vacancies within that classification. In the alternative, District Human Resources can determine to not use an existing list and can begin a new recruitment process.

- 11.6 **INTERNAL CANDIDATE WHO MOVES TO ANOTHER CLASSIFICATION:** A permanent employee who acquires probationary status as the result of a job opening/promotion, shall retain permanent status in his/her former position classification until completion of the probationary period in the new classification. If not successful, the employee shall revert to his/her former classification with all rights and privileges.
- 11.7 **RECRUITMENT POSTINGS:** Notices of internal and open recruitments shall be published and distributed to Local 1, all sites, all divisions and departments and posted on appropriate bulletin boards. Notices shall contain at least a statement of minimum qualifications, desirable qualifications (if any), general job description, salary and deadline date for applying.
- 11.8 **SCREENING MEASURES:** The various screening measures used by the District to determine qualifications of candidates and the relative rankings of candidates who successfully make it onto an eligibility list shall be job related.
- 11.9 **POLICE SERVICES OFFICERS EXCEPTIONS:** Police Services Officers are not covered by Sections 11.2 and 11.4, but rather are covered by the provisions of Section 17.6.
- 11.10 **CAREER PLANNING AND UPWARD MOBILITY PROGRAM:** The District and the Union are committed to encouraging employees to seek their career paths within the District. The parties agree that it is important for employees to have opportunities to develop and enhance their skills. The following resources are available for employees to access in their resolve to enhance their skills, provide opportunity for promotion, and to keep abreast of the techniques, technology

and equipment that are essential to maintain the best qualified workforce: career development programs, upward mobility programs and in-service training opportunities. A copy of the Classified Career Planning and Upward Mobility program is attached for information as Appendix C. Eligibility for the program shall be as follows:

- 11.10.1 All permanent classified employees represented by the Union are eligible to enter the Career Development Program.
- 11.10.2 Employees must have a Development Plan facilitated by the District Human Resources Office.
- 11.10.3 Some sources of funding to facilitate education: Staff Development, C.E.E.P., Local One Educational Incentive Program, District Tuition Reimbursement. Employees must refer to each source for funding guidelines.

11.11 **TRAINING:** It is the responsibility of management to provide employment orientation to employees newly hired in a position, to provide direction to the workforce concerning the methods and means of operations, and to provide ad hoc indoctrination/training when a technological change directly affects the skills or duties of a position, classification or classifications. The District shall endeavor to insure that equal opportunities for training shall be provided.

11.12 **FLEX CLASSIFICATIONS AND ADVANCEMENT:** The Flex Advancement process is designed specifically for advancement from a trainee to a level I to a level II position within the same job title, provided that the primary difference between the respective job qualifications is years of work experience (e.g. custodian I to custodian II, technician trainee to technician). The classes of Assistant Book Buyer and Secretary meet the definition as level I or trainee and are eligible for flex advancement. Other flex classifications not specifically outlined above may be mutually agreed to by the District and Local 1.

Advancement to higher level positions in which the most significant difference between the respective positions is level of skill or responsibility should be done through the reclassification process (e.g. "Assistant II" to "Senior Assistant").

11.12.1 **Flexing to a Higher Classification:** Employees in the classification series noted above may request advancement to the next higher classification level during the month in which they become eligible by submitting a written request to their department supervisor. If the employee meets the criteria for advancement, the request shall be forwarded to District Human Resources.

11.12.1.1 Employees must meet the minimum qualifications for the higher classification as described in the classification description, must have occupied the lower level of a flex classification series as a regular employee, for a minimum of two (2) years immediately preceding the requested promotion and must have at least an overall satisfactory rating on their last performance evaluation.

11.12.1.2 Departments recommending an eligible employee for promotion under the flex classification procedures, shall submit a written request for advancement to District Human Resources.

11.12.1.3 The effective date for the employee's advancement to the higher classification is the first day of the month following the date on which the

eligible employee requested to be flexed up. District shall provide a response to request for flex advancement within 60 days.

11.13 **EDUCATIONAL INCENTIVES:** As part of the District's commitment to enhance the knowledge, skills, abilities and opportunities for promotion of its classified employees, the District offers the following programs:

11.13.1 Tuition Reimbursement For CCCCDC Classes: The District will reimburse employees for tuition paid for any credit or non-credit classes offered by the District. In order to be eligible for reimbursement, the employee must complete the course with a grade of at least a "C" (or pass if a pass/fail score). Any release time necessary to take any classes during work time must require the approval of the immediate supervisor. The employee must make up any release time.

11.13.2 Educational Stipend: Effective July 1, 2001, the District will provide an educational stipend for those employees who possess an earned college degree in excess of the educational level required in the minimum requirements in the adopted classification specification for their regularly assigned classification. In order to be eligible for this stipend, the employee must possess at least an earned BA/BS from an accredited college or university. The stipend for 2001-2002 is \$1125 per year.

## ARTICLE 12

### NON-DISCRIMINATION

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- 12.1 **PARTIES AGREE TO ABIDE BY FEDERAL CIVIL RIGHTS ACT:** The District and Local 1 agree that they shall abide by Title VII and Title IX of the Federal Civil Rights Act of 1964 as amended in 1972.
- 12.2 **UNION DOES NOT DISCRIMINATE:** The union certifies that it has no restrictions on membership with regard to ethnic group identification, religion, age, sex, color, physical or mental disability, medical condition (cancer), national origin, marital status, Vietnam-era veteran, or sexual orientation and that it has a positive program for making members of under-represented ethnic or gender groups aware of employment opportunities within its jurisdiction, and that it will work with the District's Human Resources Department to increase recruitment, selection and retention of such under-represented ethnic or gender groups in District-wide employment.
- 12.3 **DISTRICT DOES NOT DISCRIMINATE:** The District agrees that it shall not discriminate in any way with regard to ethnic group identification, religion, age, sex, color, physical or mental disability, medical condition (cancer), national origin, marital status, Vietnam-era veteran, or sexual orientation. The Union and the District further agree that no employee shall be discriminated against on the basis of membership or non-membership in the Union or any lawful activity on behalf of the Union.
- 12.4 **DISTRICT MAY EXPAND PANELS:** To ensure that every effort to fulfill the intent of this article, the District may expand the composition of Recruitment/Selection Panels to include classified employees who are members of the union's bargaining unit having familiarity or expertise concerning the recruitment. The District shall give notice to Local 1 in advance, advising it of the nomination of Local 1 unit members to the panels.
- 12.5 **DISTRICT MAY MEET WITH UNION TO PROVIDE INFORMATION:** At the request of the Union, the District shall meet with representatives of the union on a quarterly basis to provide information on employment vacancies filled on an open and promotional basis, turnover, and recruitment efforts.
- 12.6 **SEXUAL HARASSMENT SHALL BE CONSIDERED DISCRIMINATION:** For purposes of this section, sexual harassment shall be considered a discrimination practice on the basis of sex discrimination.
- 12.7 **NON-DISCRIMINATION/HARASSMENT:** The District prohibits the unlawful harassment of its classified employees and will investigate and take appropriate measures, in accordance with the law, to ensure that unlawful harassment does not occur.
- 12.8 **MUTUAL RESPECT:** Employees, managers and supervisors will treat each other, regardless of position or profession, with dignity, courtesy, trust and respect. Disputes over the interpretation or application of this Section shall not be subject to the arbitration process of this Agreement.

## ARTICLE 13

### LAYOFF AND REEMPLOYMENT

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- 13.1 **REASON FOR LAYOFF:** Layoffs shall occur due to lack of work or lack of funds.
- 13.2 **FORMS OF LAYOFF:** Layoffs may take one or more of the following forms:
- 13.2.1 An involuntary reduction in the number of days worked in a year.
  - 13.2.2 An involuntary reduction in the number of hours worked in a day.
  - 13.2.3 An involuntary reduction in the classification through bumping by senior employees.
  - 13.2.4 An involuntary reduction in salary or other compensation to avoid layoff.
  - 13.2.5 Acceptance or reduction in days worked, hours worked, bumping to lower classes, or reduction in salary or other compensation to avoid layoff is at the option of the employee affected.
- 13.3 **NOTICE OF LAYOFF:** Employees affected by layoff shall be given no less than sixty (60) calendar days written notice of such action. Notice shall also be given to the Union.
- 13.4 **ORDER OF LAYOFF:** Employees with the least regular seniority shall be laid off first. Seniority shall be defined as possible:
- 13.4.1 **Lateral Class Seniority:** In determining order of layoff in a lateral class (where an employee moves or has moved from one class to another class at the same salary range), the original class, prior to lateral movement, shall be considered a lower class for purposes of seniority within class.
  - 13.4.2 **Adjusted Class Hire Date:** For purposes of layoff, seniority is determined by first day of service as a regular employee within his/her specific classification or higher classifications within the District minus any unpaid leaves of absence of 30 calendar days or more (called "the Adjusted Classification Hire Date").
  - 13.4.3 **Classification Hire Date:** For tie breaking purposes, if the Adjusted Classification Hire Date is equal, the Classification Hire Date shall be used. This is the first day of service as a regular employee within his/her specific classification.
  - 13.4.4 **Regular Hire Date:** If the Classification Hire Date is equal, the employee's Regular Hire Date seniority will be used, which is the hire date as a regular employee in the District.
  - 13.4.5 **Seniority Draw:** If the Regular Hire Date is equal, the tie will be broken by a seniority draw held in District Human Resources with the Union present.
- 13.5 **BUMPING RIGHTS:** An employee laid off from his/her present classification may bump into the next lowest classification in which the employee has previously served, based upon his/her seniority date.
- 13.5.1 The employee may continue to bump into successive lower classes in which he/she has served to avoid layoff.

13.5.2 An employee may elect to be laid off in lieu of bumping. Accepting such a layoff does not affect the employee's reemployment rights under this Agreement.

13.5.3 When an employee was initially employed in an identifiable entry level position within an existing specific family grouping of classifications, that employee shall retain seniority for that entry level position even though the position has been reclassified and/or the title changed. However, in order to exercise this right, the employee must meet minimum qualifications required for the entry-level position.

13.6 **REEMPLOYMENT RIGHTS ARE FROM 39 TO 63 MONTHS:** Employees laid off are eligible for reemployment in reverse order of layoff for a period of thirty-nine (39) months and shall be mandatorily reemployed in preference to the District accepting new applicants within the class from which the layoff occurred. Employees who accept a reduction in days or hours worked to avoid layoff shall have the option for reemployment in reverse order of layoff when openings within the class occur for a total of sixty-three (63) months.

13.7 **USE OF REEMPLOYMENT RIGHTS:** Upon any vacancy occurring within a class within the District's Classified Service, the District shall:

13.7.1 First, offer reemployment to laid-off employees who possess vested job rights in order of highest seniority within the class in which the vacancy occurs.

13.7.1.1 Such employees shall be notified by certified mail at the last known address of record, and/or, shall be notified by telephone. The employee shall, if notified by mail, have three (3) work days from proof of service, but in no cases more than seven (7) work days from date of postmark to notify the District of acceptance; or, if notification was by telephone, two (2) work days to notify the District of acceptance. Failure to respond (unless for good cause solely determined by the District) shall be considered a waiver of the right to the vacancy, and a waiver of all future reemployment rights. Laid off employees who respond, but do not want the particular opening shall have the right to turn down three (3) offers of reemployment. After the third offer of reemployment is declined, the laid off employee shall be removed from the reemployment list. All notifications shall also be sent to the Union.

13.7.2 Second, where no employee in a layoff status has vested or prior rights in a vacancy, or, where those having such rights refuse or fail to exercise them, the District shall offer reemployment to laid off unit employees having reemployment rights in order of District seniority in any entry level position within any class which is vacant within their unit where the employee possesses the minimum qualifications for such vacant position.

13.7.2.1 Such employee shall be notified by first class mail, at the last known address of record, of the entry level opening. The employee shall, within seven (7) calendar days from date of postmark, notify and make application to the District to fill such vacancy.

13.7.2.2 Failure to make application within the time limits shall be considered a waiver of the right to the vacancy, and all future vacancies under this subsection.

13.7.3 It is agreed that the order of reemployment of employees in layoff status may be altered from reverse order of seniority where minimum qualifications for a new class may not be met by certain of the senior laid-off employees.

13.7.4 Such reemployed employees returning to the District in a classification not previously occupied by them shall serve a regular probationary period in such classification and shall be placed on Step 1 of the new class salary schedule for the probationary period. For this situation only, the probationary period will be six (6) months, unless in Police Services and Information Technology classifications. Upon successful completion of the probationary period, the employee shall be placed on the salary step nearest the salary received while last employed by the District.



## ARTICLE 14

### EVALUATION

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- 14.1 **GOAL:** The basic goal of the employee evaluation process is to help each employee perform his/her present job more effectively to the mutual benefit of the individual and the District.
- 14.2 **OBJECTIVES OF EVALUATION SYSTEM:** The evaluation system for classified employees shall have four primary objectives:
- 14.2.1 To provide a means of evaluating each employee's performance in the specific context of his/her job.
  - 14.2.2 To determine individual needs for improvement and development.
  - 14.2.3 To secure continuing communication of individual development.
  - 14.2.4 To provide a basis for giving recognition for praiseworthy service.
- 14.3 **PROCEDURE:** The immediate supervisor and appropriate manager have the major responsibility for the evaluation of classified personnel under their supervision.
- 14.3.1 Six Month Promotional Probationary Employees: Probationary promotional employees designated to serve a six (6) month probationary period shall be evaluated at the end of the second month, fourth month and fifth month during the regular probationary period, and during the eighth to tenth week if probation is extended for ninety days, and, in either case, more frequently if deemed advisable.
  - 14.3.2 One Year Probationary Employees: Probationary employees designated to serve a one (1) year probationary period shall be evaluated at the end of the third month, sixth month, ninth month and the eleventh month during the probationary period, and more frequently if deemed advisable.
  - 14.3.3 Permanent Employees: Permanent employees having less than five (5) years of service shall be formally evaluated at least once annually, no later than during the month preceding their increment date anniversary, and may be evaluated more frequently for good cause upon proper notification. Permanent employees having more than five (5) years of service may be formally evaluated upon proper notice. Proper notice shall be defined as the employee receiving a written notice from the District that the employee will be evaluated.
  - 14.3.4 Evaluation Forms: All formal evaluations shall be filed in the employee's official personnel file and are available for the employee's inspection by appointment in accordance with Article 15 – Personnel Files. A copy of the completed evaluation form shall be given to the employee. Effective 1/1/2010, all evaluation scales will be changed from the three ratings of Unsatisfactory, Satisfactory, and Outstanding to five ratings of Unsatisfactory, Needs Improvement, Meets Expectations, Exceeds Expectations, and Outstanding. The evaluation form shall be as shown in Appendix D attached and as of 1/1/2010 shall be available electronically.

14.3.5 Evaluation Shall be Discussed With Employee: No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). Any negative evaluation findings shall include a statement outlining specifics that support the negative finding. These specifics can include direct observation and knowledge of the evaluator and other sources such as letters, witnesses, statements, etc. Any negative rating shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation.

# ARTICLE 15

## PERSONNEL FILES

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- 15.1 **ONE OFFICIAL PERSONNEL FILE:** There shall be one official personnel file for each employee maintained at the employee's assigned campus or the District Administrative Offices.
- 15.2 **NO ADVERSE ACTION:** No adverse action (disciplinary action) shall be taken against an employee based upon written materials that are not contained within the official personnel file unless otherwise required by law.
- 15.2.1 Materials that are to be used in any adverse action shall have been placed in the official personnel file within a reasonable time from the incident or series of incidents, or, within a reasonable time from when such events became known to the District to cause adverse action to take place.
- 15.3 **OPPORTUNITY TO COMMENT:** Employees shall be given the opportunity to comment on the content of written material before it is permanently placed in the employee's official personnel file. A copy of the written material shall be stamped with the following statement and forwarded to the employee:

For Non-Police Officer Classifications

Date

You are notified that at the end of ten (10) working days, this will be placed in your personnel file. You have the right within ten (10) working days to provide any written comments and have them attached to the copy of this correspondence in your file.

For Police Officer Classifications

Date

You are notified that at the end of thirty (30) working days, this will be placed in your personnel file. You have the right within thirty (30) working days to provide any written comments and have them attached to the copy of this correspondence in your file.

- 15.4 **RIGHT TO EXAMINE PERSONNEL FILE:** An employee shall have the right during the employee's non-working hours to examine all materials contained within the official personnel file, except as noted below. Where abnormal situations exist making it unreasonable to examine/review such file during non-working hours, with approval of the appropriate manager, such review may take place during regular working hours. Review of information of a derogatory nature shall be during normal business hours and the employees shall be released from duty for such purpose without salary deduction. Advance appointments for such examination may be required and scheduled with District representatives during business hours.

- 15.4.1 **Materials Employees Cannot Review:** The employee cannot review certain materials contained within the files of the District. These include materials obtained prior to employment, those prepared by identifiable examination committee members, or those obtained in connection with a promotional examination.
- 15.4.2 **Authorized Employee Representative Can Review File:** An employee may, in writing, authorize a representative to have access to, and to review, the employee's official personnel file. The employee agrees that in so authorizing, he/she shall indemnify and hold harmless the District from any and all claims, demands, suits or any other actions arising from such access or review.
- 15.4.3 **Free Copy of Derogatory Material Provided in Adverse Action:** In any adverse action against an employee, one (1) copy of derogatory material to be used in such action shall, without cost, be furnished to the employee. All other copies made or requested from the official file shall be at cost.
- 15.5 **MATERIALS SHALL BE DATED:** Materials placed in the official personnel file shall indicate by date when received by the Human Resources Department, and signed and dated by the individual responsible for the material. The employee shall sign and date as received, or, in accordance with Section 15.3 above.
- 15.5.3 Employee signature on any derogatory material shall be deemed solely for the purpose of verification that the employee has seen and received the material – not that it is deemed as agreement with the contents or materials.
- 15.6 **TIME LIMIT ON USE OF DEROGATORY MATERIAL FOR ADVERSE ACTION:** No derogatory material, other than evaluations, more than two (2) years old shall be used in any adverse proceeding by the District against the unit member. Anonymous materials will not be placed in the official personnel file. The District shall, upon an employee's request, after review, place derogatory materials (other than evaluations) over two (2) years old into a sealed envelope within the personnel file.
- 15.7 **CONFIDENTIALITY OF PERSONNEL FILES:** It is recognized that the personnel files are confidential and all efforts should be made to have such files stored and/or maintained in a manner that provides for such confidentiality. Official personnel files, to insure confidentiality, are available for review only to authorized District personnel, and other persons having a legal right to review.

# ARTICLE 16

## DISCIPLINARY ACTION

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- 16.1 **GENERAL:** A permanent classified employee may be disciplined, i.e., suspended, demoted, or dismissed for cause by the Governing Board, pursuant to the provisions of this article. Probationary employees may be dismissed without cause and with a notice from the District. The procedures outlined in this article shall not apply to probationary employees.

Notification of Weingarten Rights: For the 2011-12 fiscal year, the District and Local 1 will pilot a program; this provision will expire on June 30, 2012, but will automatically reopen for 2012-13. The District will inform all members of their Weingarten rights, having Union representation prior to any meetings in which disciplinary action may be a result.

- 16.2 **CAUSES:** The causes that shall be deemed sufficient for disciplinary action against an employee are the following:

- 16.2.1 Repeated unauthorized leave or abuse of leave
- 16.2.2 Failure to perform assignments
- 16.2.3 Conviction of any criminal act involving moral turpitude
- 16.2.4 Disorderly or immoral conduct
- 16.2.5 Insubordination – Violation of any lawful or reasonable regulation or order made and given by a supervisor
- 16.2.6 Intoxication while on duty
- 16.2.7 Use and/or possession of a controlled substance without a lawful prescription
- 16.2.8 Neglect of duty
- 16.2.9 Damage to, waste of, or theft or conversion of District property or supplies due to negligence or willful acts
- 16.2.10 Discourteous treatment of the public
- 16.2.11 Incompetence or inefficiency
- 16.2.12 Dishonesty, including material and intentional misrepresentation or concealment of any fact in connection with obtaining employment
- 16.2.13 Any willful violation of federal or state statutes and regulations or the policies adopted by the Governing Board
- 16.2.14 Mental or physical incapacity to perform the essential functions of the assigned position. (In using this cause, the District will be using this article for procedural purposes only, recognizing that the employee is not at “fault” for this cause.)

- 16.3 **DISCIPLINARY NOTICE:** The employee shall not be suspended, demoted or dismissed unless there is served upon said employee a written notice of the Chancellor's (or designee's) recommendation to the Governing Board. The Union shall receive a copy of the disciplinary notice. Such notice shall include the following:

- 16.3.1 A statement in ordinary and concise language of the specific acts and omissions upon which the proposed action is based.
- 16.3.2 The disciplinary action recommended.
- 16.3.3 The cause(s) or reason(s) for the action taken.

- 16.3.4 A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
- 16.3.5 A statement of the employee's right to a Preliminary Hearing before a District "Skelly" hearing officer and/or an Evidentiary Hearing on the charges before the Governing Board or a hearing officer.
- 16.3.6 A form which constitutes a demand for a hearing and either a denial of some or all of the charges or acceptance of the charges but a dispute over the proposed discipline. If the employee is accepting some or all of the charges, the employee must indicate which charges he/she is accepting.

16.4 **DEMAND FOR PRELIMINARY HEARING:** Such Demand for Preliminary Hearing form shall be delivered on or before the sixth (6th) working day after receipt of the notice of charges, to the Office of the Chief Human Resources Officer. In the absence of a demand for a preliminary hearing, the Board shall act upon the recommendation after the time period for a preliminary hearing demand has expired.

16.4.1 "Delivery" means either hand delivered, faxed, or received via the U.S. Mail.

16.4.2 "Receipt of the Notice of Charges" means that the charges were either hand delivered to the employee, or if mailed, mailed via the U.S. Mail to the employee's last known home address on file in the District's Human Resources Information System. If mailed by U.S. Mail, receipt is assumed on the third U.S. Mail delivery day following the District's mailing of the charges.

16.5 **PRELIMINARY HEARING:** All employees who receive a Notice of Charges and submit a demand for a preliminary hearing shall be allowed to have a pre-evidentiary ("Skelly") hearing before the Chief Human Resources Officer. The Chief Human Resources Officer shall have the right to reject, amend, or continue the proposed disciplinary action. If the decision after the Preliminary Hearing is to amend or continue the proposed disciplinary action, the action shall be implemented pending an Evidentiary Hearing before the Governing Board or a hearing officer.

16.5.1 If the Preliminary Hearing Officer amends the proposed disciplinary action, the amendment shall not provide for a greater adverse action than originally proposed.

16.6 **NOTICE OF DECISION OF PRELIMINARY HEARING:** The employee shall be sent the Notice of Decision of Preliminary Hearing within five (5) working days from the conclusion of the hearing. If the Notice of the Decision of Preliminary Hearing contains an action to either amend or continue the proposed decision, the employee shall receive a form that constitutes a denial of the charges and a demand for an Evidentiary Hearing.

16.7 **DEMAND FOR AN EVIDENTIARY HEARING:** Such Demand for an Evidentiary Hearing Form shall be delivered on or before the sixth (6th) working day after receipt of the Notice of the Decision of Preliminary Hearing to the Office of the Chief Human Resources Officer. In the absence of a demand for an Evidentiary Hearing, the Board shall act upon the recommendation after the time period for an evidentiary hearing demand has expired.

16.7.1 "Delivery" means either hand delivered, faxed, or received via the U.S. Mail.

16.7.2 “Receipt of the Notice of the Decision of Preliminary Hearing” means that the decision was either hand delivered to the employee, or if mailed, mailed via the U.S. Mail to the employee’s last known home address on file in the District’s Human Resources Information System. If mailed by U.S. Mail, receipt is assumed on the third U.S. Mail delivery day following the District’s mailing of the notice.

16.8 **EVIDENTIARY HEARING:** Evidentiary hearings shall be held by the Governing Board, or in the alternative by a three-member sub-committee of the Governing Board or a mutually selected hearing officer. For hearings conducted by a Board sub-committee or a hearing officer, the hearing findings shall be advisory to the full Governing Board. Only the Governing Board shall have the authority to make the final decision.

16.8.1 **Hearing Held Within Thirty Days:** Such hearing shall be held within thirty (30) days unless extended by mutual agreement.

16.8.2 **Hearings Are Normally in Closed Session:** The hearing shall be held in closed session unless the employee requests an open/public hearing.

16.8.3 **Presiding Officer:** Hearings will be presided over by the presiding officer of the Board, the Board member designee, or the hearing officer.

16.8.4 **Employee Shall Have Rights to Representation:** The employee shall have a right to appear in person on his/her own behalf, with counsel, or such representatives as he/she requests to represent his/her defense.

16.9 **EVIDENTIARY HEARING PROCEDURE:** The presiding officer/hearing officer shall conduct the hearing and rule on questions, evidence and procedure.

16.9.1 Either party may call witnesses, introduce evidence, testify and question witnesses.

16.9.2 The charging party has the burden of proof and shall first present evidence and testimony.

16.9.3 Normal procedures shall be followed, i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party.

16.9.4 Hearings will be recorded at the request of the parties or the presiding officer/hearing officer.

16.10 **EVIDENTIARY HEARING DECISION:** The following procedures shall apply for the evidentiary hearing decision:

16.10.1 **Hearing Officer Decision:** Recommendations shall be advisory only and shall be submitted to the Board in writing, stating the facts, findings and a recommended decision.

16.10.2 **Board Sub-Committee:** Recommendations shall be advisory only and shall be submitted to the Board in writing, stating the facts, findings and a recommended decision.

16.10.3 **Board Receiving a Recommendation From Sub-Committee or Hearing Officer:** After the Board has received the recommended decision of the Board Sub-Committee or a hearing officer, the Board shall consider the matter in closed session and issue a decision to either accept, amend, or reject the recommended action. If the appeal of the employee was sustained in the proposed decision or by the Board, the Board shall order all such records pertaining to the charges expunged from the employee's personnel file. The Board's findings and decisions shall be:

16.10.3.1 Expressed in writing and a copy provided to the employee.

16.10.3.2 Effective when announced in public session.

16.10.3.3 Final and conclusive.

16.10.4 **Board Acting as a Hearing Body:** The Board may make its decision at the hearing, or take the matter under consideration for decision at a specified future time. Where the Board itself, upholds a disciplinary action, it shall state the facts found, and upon which its decision is based. If the appeal of the employee was sustained in the proposed decision or by the Board, the Board shall order all such records pertaining to the charges expunged from the employee's personnel file. The Board's findings and decisions shall be:

16.10.4.1 Expressed in writing and a copy provided to the employee.

16.10.4.2 Effective when announced in public session.

16.10.4.3 Final and conclusive.

16.11 **TEMPORARY REMOVAL:** The Chancellor or his/her designee may temporarily remove an employee with pay from duty pending action by the Preliminary Hearing Officer. Prior to such removal, other than emergencies, the employee shall be served notice in accordance with 16.3 – Disciplinary Notice. Where an emergency is deemed to exist, such notice shall be furnished the employee within five (5) working days.

16.12 **LIMITS ON DISCIPLINARY ACTION:** No disciplinary actions shall be taken for any cause which arose prior to the employee becoming permanent nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by the employee when it could reasonably be assumed the employee should have disclosed the facts to the District. Disciplinary action taken shall be commensurate with the offense charged.



## ARTICLE 17

### ASSIGNMENTS

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- 17.1 **CHANGE OF ASSIGNMENT:** Any voluntary permanent change of assignment of workstation or work location within the same classification at the same campus, or District Office.
- 17.1.1 Such change of assignment may occur due to surplus or deficiency of staff, lack of work, lack of funds (to promote efficiency) or administrative requirements.
- 17.1.2 Voluntary requests for change of assignment shall be mutually agreed upon between the employee and the appropriate manager.
- 17.1.3 Involuntary change of assignment requires a showing by the District that the change is in the best interest of the District – a finding adverse to the employee is not required. When an involuntary reassignment is required, the District shall:
- 17.1.3.1 Request and consider volunteers first.
- 17.1.3.2 When there are no volunteers, the reassignment shall be based on the least seniority within the classification.
- 17.1.4 Except in cases of emergency, change of assignment shall not be made without five (5) work days' notice to the employee.
- 17.2 **CUSTODIAN/GROUNDS WORK STATIONS AND CUSTODIAL SHIFTS:** The District reserves the right to revise/reestablish work areas/stations once annually, when increases/decreases in staffing occur, or when the workload increases or decreases.
- 17.2.1 Once the District revises/reestablishes work areas/stations, employees shall, within five (5) workdays, be given the opportunity to bid on all current stations. The employee with the most consecutive seniority in the classification at the site shall be placed into the station of his/her choice. This process shall be followed until all stations are staffed.
- 17.2.2 If, during the year, a vacancy occurs in a work station, the employee with the most consecutive seniority in the classification at the site requesting a reassignment to that vacancy shall be given that assignment.
- 17.2.3 After all employees at the site have selected their assignments, any vacancies shall be filled through the transfers sections of this contract, or recruitment process, whichever is applicable.
- 17.2.4 **Custodial Shifts/Assignments:** All custodians shall have a shift of five consecutive days, unless working a 4/10 shift as outlined in this contract.
- 17.2.4.1 For those custodial shifts having Friday noon through Saturday noon shift assignments, shifts shall be eight (8) consecutive hours as scheduled, or with mutual consent of District and employee, at other hours to allow graveyard shift custodians an opportunity, where possible, to maximize weekend hours.

17.2.4.2 Work parties of two or more custodians may be assigned to perform quick cleaning and covering of stations not manned due to unexpected absences of short duration (5 days or less). Whenever exercised, a proportionate reduction in individual cleaning requirements on regular stations shall also be exercised.

Work parties of two or more custodians may be assigned to a workstation or combination of workstations on a permanent basis based on business need after consultation with Local 1. District and Local 1 will have 60 days for consultation. As part of implementation all the custodian workstations at that site will be opened for rebidding.

17.3 **SUMMER SCHOOL ASSIGNMENT:** Work normally and customarily performed by employees, required to be performed at times other than during the regular September-June academic year or the employee's normal work year, shall be assigned to employees in the appropriate classification(s).

17.3.1 Any such assignment shall be made in order of hire date seniority within the classification. If the employee refuses the assignment, it shall be offered to other employees in the classification in descending order.

17.3.2 Such assignments shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year, but, in no case less than pro rata compensation and benefits he/she received prior to the summer assignment.

17.3.3 Pro rata, as used herein, shall be the relationship of hours assigned for summer as it bears to hours assigned during the regular academic year.

17.4 **WORKING OUT OF CLASSIFICATION:** Employees may perform duties out of their classifications for five days or more using the Out of Classification process below if the employee will be performing substantially all the duties of the higher classification, or the Temporary Addition of Duties process below if the employee will be performing some, but not the majority, of the duties of the higher classification.

17.4.1 **OUT OF CLASSIFICATION ASSIGNMENTS:** Employees temporarily assigned to the work of another classification for a period of five (5) consecutive work days or more shall be placed on the salary range for that classification and at a step placement that will provide a minimum of a 5% increase in the employee's normal classification hourly rate, but in no event higher than the top step of the classification's salary range.

17.4.1.1 If an out of classification assignment exceeds six months, from that pay period forward, the step placement shall be the same as the employee's normal step placement.

17.4.1.2 Out-of-classification assignments that are expected to be 30 days or more shall be posted by the location where the assignment exists via a district-wide email notice and give employees five (5) working days to indicate interest in the out-of-class assignment. *Notices shall contain at least a statement of minimum qualifications, desirable qualifications (if any), general job description, salary and deadline for applying.* These email notices shall also be sent to the Union. (Per MOU effective November 1, 2010)

17.4.2 **TEMPORARY ADDITIONAL DUTIES:** Employees temporarily assigned to some, but not all, of the work of another higher-level classification for a period of five (5) consecutive work days or more shall receive 5% additional duties pay for the duration of the assignment. The duties to be assigned may come from a temporarily vacant position or, upon appropriate approval, from a project of defined scope and duration of no more than six (6) months. If the temporary additional duties assignment is required after the maximum 6-month period, the process may be re-initiated.

17.4.2.1 When the request for temporary assignment is submitted to District Human Resources, Local 1 will be copied. Local 1 may demand meet and confer prior to the start of the temporary assignment.

17.4.2.2 The manager and employee shall meet and mutually agree on the temporary assignment.

17.4.2.3 Any deviation from the 5% additional compensation will be subject to meet and confer.

17.5 **RECLASSIFICATION PROCESS:** The purpose of this section is to provide a formal process for employees to bring forward issues related to working outside of their classification descriptions. This process is conducted on an annual basis as indicated in Appendix I.

While the District is conducting a classification (Hay) study, the reclassification process as found in Article 17.5 will be postponed until November, 2014, in order to allow a workgroup comprised of Local 1, District and a third party provider to meet and revise the reclassification process. Draft language is to be completed by May of 2014 for consideration in 2014-15 negotiations.

17.5.1 **Reclassification Committee:** The Reclassification Committee shall be comprised of representatives of both the District and Local 1. The Union shall be represented by the Local 1 Business Agent (or designee), Local 1 College Unit President, and three other unit employees selected by Local 1. The District shall be represented by the Chief Human Resources Officer (or designee), a Human Resources staff member, and the College Business Managers.

17.5.2 **Initial Request:** Employees must attend training prior to filing an application form. Managers are encouraged to attend the training session. Requests to the committee for reclassification consideration may be initiated by the employee, a manager, or Local 1. Employees are encouraged to notify in writing both their manager and Local 1 when submitting a request.

17.5.3 **Criteria:** The committee will establish basic criteria guidelines for determining validity of the request. The committee determines validity of the request based on criteria. The applicant will be notified in writing of the committee determination as follows: request meets criteria; does not meet criteria; more information is needed. All decisions of the committee must be unanimous. If there is no consensus, the committee shall reject the request.

17.5.4 **Disputes:** A letter will be sent to the employee explaining why the request was rejected.

17.5.4.1 An employee may not appeal the decision of the Reclassification Committee in the event the application is determined by the committee as not meeting the criteria for reclassification. The employee may apply during the next open period.

17.5.4.2 Those requests rejected due to a lack of a unanimous decision may be appealed to the Chief Human Resources Officer.

17.5.5 Classification Study Conducted by Human Resources: Those applications deemed to meet reclassification criteria will be forwarded to the Principal Human Resources Representative in charge of Classification/Compensation to review written documentation, conduct a desk audit, if deemed necessary, and render a determination.

17.5.6 Appeal From the Classification Study: If an employee does not agree with the determination of the Principal Human Resources Representative, the following appeals are available.

17.5.6.1 First Level Appeal: An employee may file a written appeal of the Principal Human Resources Representative's finding to the First Level Appeal. Appeals must be filed in writing with the Chief Human Resources Officer within ten (10) working days of the receipt of the Principal's recommended reclassification determination. The First Level Appeal is conducted by the Principal.

17.5.6.1.1 On a date mutually agreed upon between the Principal and the employee, the First Level Appeal will convene. The Principal will communicate with the employee to discuss the appeal. The employee's supervisor may also be asked to address the employee's concerns. At the employee's request, the meeting with the Principal can be held in private. The employee may request that a union representative be in attendance.

17.5.6.1.2 The Principal will render a decision and communicate that decision in writing to the Chief Human Resources Officer. Human Resources will notify the employee and Local 1.

17.5.6.2 Second Level Appeal: An employee who disagrees with the decision of the Principal may file a written appeal to the Labor/Management Panel. Appeals must be filed in writing with the Chief Human Resources Officer or designee within ten (10) working days of the receipt of the finding at the First Level Appeal. The Second Level Appeal is conducted by the Labor/Management Panel, which is composed of three Local 1 representatives appointed by Local 1, a College Business Manager appointed by the District, the Chief Human Resources Officer, and a mutually selected HR professional from another public agency. The Principal Human Resources Representative may attend and serve as a resource to the Panel.

17.5.6.2.1 On a date mutually agreed upon between the employee and the Labor/Management Panel, the Second Level Appeal meeting will convene. The Labor/Management Panel will meet with the employee and the Principal to review the findings of the First Level Appeal. The supervisor may be asked to attend and address the panel. The employee may ask that a union representative be present.

17.5.6.2.2 The Labor/Management Panel will render a decision and communicate that decision in writing to District Human Resources. The Panel's decision must be unanimous. Human

Resources will notify the employee and Local 1. Those appeals rejected due to a lack of a unanimous decision may be appealed to the Chief Human Resources Officer.

17.5.6.3 Third Level Appeal: An employee who does not agree with the Labor Management Panel may request a final appeal with the Chief Human Resources Officer. The Chief Human Resources Officer's decision will be final. The affected employee must file an appeal in writing with the Chief Human Resources Officer within ten (10) working days of the receipt of the finding from the Second Level Appeal.

17.5.6.3.1 On a date mutually agreed upon between the employee and the Chief Human Resources Officer, the Third Level Appeal will convene. The Chief Human Resources Officer will meet with the employee and the Principal Human Resources Representative to review the findings of the Second Level Appeal. The supervisor may be asked to attend and address the Third Level Appeal. The employee may ask that a union representative be present.

17.5.6.3.2 The Chief Human Resources Officer will render a written decision and send the notification to the employee, the employee's supervisor and Local 1. There will be no further appeals.

17.6 **POLICE SERVICES OFFICER SHIFT AND/OR LOCATION CHANGE:** All full-time Police Services Officers shall have a regular eight (8) hour workday which shall include a one-half (1/2) hour on-duty meal period.

17.6.1 Police services shifts shall be bid every six (6) months. Bids shall be done by seniority.

17.6.2 Where there is a Police Services Officer vacancy within the District, in lieu of Article 11, the most senior Police Services Officer within the District shall be placed in the shift and/or location of his/her choice. This process shall be followed until all locations and shifts are staffed.

17.6.3 After all Police Services Officers have selected their location and/or shift, any vacancies shall be filled through external recruitment.

17.6.4 Overtime: Except in cases of emergency, officers will not work more than four (4) hours of overtime either preceding or following their regularly scheduled shift.

17.6.5 Relief Shift Differential Pay: Some police services shifts shall be designated as relief shifts to be assigned to any of the three colleges as needed. Police Services Officers on each of these shifts shall receive relief shift differential pay of five percent (5%) and shall be employed with Board approval at the differential rate.

17.6.6 4/10 May Be Offered to Police Officers: Police officers may utilize the 4/10 provisions of Article 23 – Alternative Work Week Schedules.

17.7 **POLICE SERVICES OFFICER DUTY FOR ANOTHER AGENCY:** Except by mutual agreement of the officer and Chief of Police, a Police Services Officer will not be allowed to serve as a sworn police officer for another agency, including service as a reserve officer. If the Chief of Police withholds consent to allow a peace officer to engage in or be employed in other

employment while off duty, the Chief of Police shall, at the time of denial, provide the reasons for the denial in writing to the peace officer.

17.8 **PATTERN FOR WORK YEARS UNDER 12 MONTHS:** Where work is offered by management to an employee and such work is refused, the District may fulfill the work requirements by use of any hourly, student or other type worker. Offers shall be in accordance with Section 17.3.

17.8.1 Any grievance filed by the Union in regard to an alleged District violation of use of temporary or student workers doing work of a regular unit employee on involuntary furlough shall be filed at the Chancellor level.

17.8.2 Where a "department" has separately identifiable functions, with separate employee classifications related to the function being performed, such function shall be considered the "department." Such departmental function areas are presently identified as:

17.8.2.1 Audio Visual – including Graphics/Media Design, AV/Media Repair, Scheduling/Delivery/Preventive Maintenance, Self Instruction AV Lab, Audio Recording Studio, and Media Records.

17.8.2.2 Central Services – including Mail Services, PBX Services, Photo Typesetting/Typing, and Print Shop.

17.8.3 Student employees shall not be employed in an office or department where any regular unit employee is on involuntary furlough due to a less than twelve (12) month work year.

17.9 **POLICE SERVICES ASSISTANT/DISPATCHER, PARKING SERVICES OFFICER ASSIGNMENTS:** All full-time Police Services Assistant/Dispatchers and Parking Services Officers shall have a regular 8-hour workday that shall include a ½ hour on-duty meal period. Dispatchers will end their workday ½ hour earlier due to this agreement. There will be no resulting overtime pay for this change.

## ARTICLE 18

### DAMAGE TO PERSONAL PROPERTY

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- 18.1 **REPLACEMENT OF PERSONAL PROPERTY DAMAGED IN LINE OF DUTY:** The District shall provide for the payment of the costs of replacing or repairing the personal effects (i.e., eyeglasses, hearing aids, watches, articles of clothing) that are damaged in the line of duty without the fault of the employee. Value of such items shall be determined as of the time of damage thereto, and, if damaged beyond repair, the actual value of such item(s) shall be paid to a maximum of \$125.00. Reports of damage shall be given to the immediate supervisor as soon as possible after damages occur. Claims for repairing or replacing shall be given to the immediate supervisor.
- 18.2 **DISTRICT NOT RESPONSIBLE FOR NORMAL WEAR AND TEAR:** It is not the intention of this contract article to replace personal effects which are worn out through ordinary wear and tear; the District will not be responsible for repair or replacement costs.
- 18.3 **EMPLOYEES MUST SUBSTANTIATE CLAIMS:** Employees shall substantiate any claim for repair or replacement with evidence clearly indicating that damage was caused by circumstances beyond the control of the employee; i.e., without fault. Claims for replacing or repairing shall be given to the immediate supervisor.
- 18.4 **APPROVAL OF CLAIM AND PAYMENT:** Upon approval by the appropriate College President/Chief Human Resources Officer (or designees) of the claim, reimbursement shall be made to the employee upon presentation of receipt(s) for payment of repair or replacement costs.
- 18.5 **LIMITATIONS:** This contract article is intended and shall apply only to those personal effects normally and ordinarily worn or required. It specifically is not for repair or replacement of tools, radios, or other personal effects not required for work performance.

## ARTICLE 19

### SAFETY

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- 19.1 **SAFETY IS RESPONSIBILITY OF DISTRICT:** Safety is the responsibility of the District. The District shall make every effort to conform to, and comply with, all health, safety and sanitation requirements of the California Occupational Safety and Health Act.
- 19.2 **EMPLOYEE SHALL REPORT UNSAFE CONDITIONS:** Each employee shall report, in writing, any alleged unsafe conditions in his/her working environment, upon discovery, to his/her immediate supervisor. The supervisor shall, within five (5) working days, respond in writing to the employee on the alleged unsafe condition.



## ARTICLE 20

### SALARY AND BENEFITS

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- 20.1 **SALARY:** The parties agree to a two-year compensation plan. For 2013-14, salary schedules will be increased by 2%. A formula will be used to determine salary changes for 2014-15 (see Appendix K).

The District will fund step and longevity increases for 2013-14 and cover its share (94%) of medical and dental benefits premiums and fund 100% of the premiums for other health and welfare benefits.

Local 1 and CCCCD remain committed to working in partnership to address financial challenges. Our goals include reaching the top third of the Bay 10 in total compensation for classified staff while working collaboratively to improve district-wide efficiency and productivity.

- 20.2 **STEP INCREMENTS:** The District shall provide all salary step increments to all regular monthly employees of the bargaining unit during the term of this agreement. Effective July 1, 2002, step increases shall be based upon full or partial fiscal years of employment and all step increments for which an employee becomes eligible shall take place on July 1<sup>st</sup>. For example, an employee hired on July 1<sup>st</sup> or any date within that fiscal year at Step 1 shall progress to Step 2 the following July 1<sup>st</sup>, and so on until the top step placement is achieved.

20.2.1 Step Advancement If No Less Than Satisfactory Evaluation: In order to progress to a higher step placement the employee must not have received a less than satisfactory evaluation. Once the employee has received a satisfactory evaluation, the employee shall receive the step increase effective the first of the month following the receipt of the satisfactory evaluation by District Human Resources. An employee who received a less than satisfactory evaluation and thus did not get a step increase, shall have another evaluation done within three (3) months to determine if the employee's performance is at least satisfactory. This provision will become effective when the new classified evaluation form is agreed upon.

20.2.2 Promotional Step Placement: Any employee whose assignment is changed to a position in a classification with a higher salary range shall advance to the step in the new salary range that provides at least a five percent (5%) salary increase over his/her previous scheduled salary. Employees shall receive an additional step placement increment for every full year of service completed as an out-of-class assignment in the promotional classification. However, no employee may advance higher than the maximum step in the new salary range.

20.2.3 Initial Step Placement: Employees who are new to the District and are in a unit position shall be placed on Step 1 of the appropriate range for that classification. Effective July 1, 2011, all classifications will be hired at Step 1.

20.2.4 Demotion Step Placement: Employees who voluntarily or involuntarily demote to a lower classification shall be placed on the appropriate salary range for the lower classification and then to that step that gets the employee closest to his/her former classification's hourly salary rate without receiving an increase in salary.

20.2.5 Lateral Step Placement: Employees who take a lateral classification move to a position on the same salary range as the previous classification immediately preceding the move shall be placed on the same salary step.

20.3 **LONGEVITY PAY**: The District shall provide to all regular monthly employees who have attained the appropriate full or partial fiscal years of continuous service the following longevity allowances above and beyond their regular salaries. The longevity pay allowance shall be based on the employee's step placement and shall exclude shift differential, if any.

20.3.1 5% above regular salary beginning with the 11<sup>th</sup> fiscal year of service

20.3.2 7.5% cumulative above regular salary beginning with the 14<sup>th</sup> fiscal year of service

20.3.3 10% cumulative above regular salary beginning with the 20<sup>th</sup> fiscal year of service

20.3.4 12.5% cumulate above regular salary beginning with the 23<sup>rd</sup> fiscal year of service

20.3.5 15% cumulative above regular salary beginning with the 27<sup>th</sup> fiscal year of service

20.3.6 17.5% cumulative above regular salary beginning with the 34<sup>th</sup> fiscal year of service

20.4 **INSURANCE**: All insurance programs are subject to carrier requirements for eligibility enrollment, and processing of claims.

20.4.1 Health Benefits Shall Continue During Paid Leaves of Absence: Insurance programs listed herein shall continue during leaves of absence with pay.

20.4.2 Employee May Pay Premiums During Unpaid Leaves of Absence: Insurance programs listed herein shall not continue during leaves without pay, except, members at their option may, by paying full District and employee premium amounts, continue the health, dental, vision and life insurance programs.

20.4.2.1 However, if an employee becomes ill and exhausts all paid leave to which he/she is entitled before being able to return to work, the District shall, for the duration of this contract, continue to pay the premiums for health, dental, vision and the District-paid portion of life insurance during the extended illness if the employee is granted a leave of absence without pay.

20.4.3 District Payment of Premium Increases: The District shall pay for any premium increases that occur during the 2005-06 fiscal years for any District-paid health and welfare programs outlined in this agreement. District payment of future premium increases in subsequent fiscal years shall be subject to the negotiations process as part of an overall total compensation package settlement.

20.4.3.1 Effective January 1, 2006, Local One bargaining unit members shall contribute 6% of District's premium costs for medical and dental insurance premiums only. For Local One members who are not full-time, the monthly cost means the net cost to the District after the employee's contribution.

20.4.4 District Contribution Towards Insurance Premiums: The District shall pay premiums for the various insurance plans outlined in this article, pursuant to Exhibit F. The following premium contribution rates shall apply for all District-paid insurance programs outlined in this article:

20.4.4.1 The District shall contribute 100% of required premiums for regular employees who are regularly assigned to a forty-hour workweek and work at least a school term year. Effective January 1, 2006, employees shall contribute 6% of medical and dental insurance premiums, as described in 20.4.3.

**Example of 20.4.4.1: XYZ Health Plan HMO**  
**Employee Status: 100% time employee (40 hours per week)**

Coverage Type	Total Monthly Premium	Part-Time Employee Portion (N/A)	Gross Employer Portion	Negotiated Employee Contribution (6%) *	Total Employee Payment
Family	\$1000	\$0	\$1000	\$60.00	\$60.00

\*Negotiated employee contribution is calculated by multiplying the employer contribution by 6% i.e. \$1000 (employer contribution) x.06 (6%) = \$60.00.

20.4.4.2 The District shall contribute a pro-rata amount of the required premiums for regular employees who are regularly assigned at least twenty (20) and less than forty (40) hours per week and work at least a school term year. The pro-rata calculation shall be based on the relationship of the regular workweek hours to 40 hours.

**Example of 20.4.4.2: XYZ Health Plan HMO**  
**Employee Status: 70% time employee (28 hours per week)**

Coverage Type	Total Monthly Premium	Part-Time Employee Portion (pro-rated)	Gross Employer Portion (pro-rated)	Negotiated Employee Contribution (6%) *	Total Employee Payment
Family	\$1000	\$300	\$700	\$42.00	\$342.00

\*Negotiated employee contribution is calculated by multiplying the employer contribution by 6% i.e. \$700 (employer contribution) x.06 (6%) = \$42.00.

20.4.4.3 The District shall contribute 50% of required premiums for medical insurance for regular employees who are regularly assigned at least twelve (12) and less than twenty (20) hours per week and work at least a school term year.

**Example of 20.4.4.3: XYZ Health Plan HMO**  
**Employee Status: 30.0 to 49.9% time employee (12.0-19.9 hours per week)**

Coverage Type	Total Monthly Premium	Part-Time Employee Portion (50%)	Gross Employer Portion (50%)	Negotiated Employee Contribution (6%) *	Total Employee Payment
Family	\$1000	\$500	\$500	\$30.00	\$530.00

\*Negotiated employee contribution is calculated by multiplying the employer contribution by 6% i.e. \$500 (employer contribution) x.06 (6%) = \$30.00.

20.4.4.4 Employees who must pay a portion of the insurance premiums shall have such premiums deducted from their paychecks on a monthly basis.

20.4.4.5 Employees Reimbursed for Out-of-Pocket Co-Pays: \$35,000 per fiscal year will be set aside by the District to reimburse classified employees for the higher co-pays that became effective 7/1/2003. These funds will be used on a first-come, first-served basis until the money is exhausted.

To be eligible, an employee must be covered by the District's medical plans and make less than \$60,000 annual salary in the preceding calendar year. Salary eligibility would be calculated based upon all District salary sources, including overtime, and would be calculated based upon the prior calendar year's Medicare eligible wages as found in the W2 for the employee. New employees would have their monthly salary annualized to reflect what a full year's salary would normally be. In subsequent years, the calculation would be based on the W2 as noted above.

The co-pays eligible for reimbursement are office visits and prescription drugs. The amount of co-pay eligible for reimbursement is the amount that exceeds \$5.00. Employees who are on maintenance prescriptions will be required to participate in the 90-day prescription provisions to receive reimbursement.

Effective August 1, 2013, includes hospital and emergency room visit copays. Reimbursement does not cover out-of-network PPO percentage co-pays.

20.4.5 Salary Continuance Insurance: The District shall purchase income protection coverage for eligible unit employees to provide for a 60-day waiting period and a monthly benefit of two-thirds of salary to a maximum of \$6,000 per month.

20.4.6 Tax-Sheltered Annuity Programs: The following provisions shall apply:

20.4.6.1 Individual Tax-Sheltered Annuity Programs: The District shall provide for participation by regular employees tax-sheltered annuity programs with carrier fulfilling all state and federal requirement eligibility. It is the employee's sole responsibility to assure such carrier eligibility.

20.4.6.2 Flexible Spending Program (125 Plan): The District shall provide for full-time employees, an Internal Revenue Service Section 125 Plan, with a District approved program administrator, to cover medical and dependent care expenses. Part-time employees may utilize the IRS Section 125 Plan for payments.

20.4.7 Retiree Health Benefits: The District shall offer the following retiree health program:

20.4.7.1 Participation in Medicare: All retirees from the bargaining unit who receive health benefits from the District must provide evidence to the District that they have successfully enrolled in Medicare Part A or present documentation why they are not eligible to enroll. The District will reimburse Medicare Part B for those retiring with Medicare Part A. For retirees enrolled in District benefits, to be eligible for reimbursement for Medicare B, retirees must participate in a District-sponsored Medicare Coordinated/Advantage program for the period in which reimbursement is sought.

Retirees may request reimbursement for the previous calendar year. Annually, in February, District will send a letter to retirees soliciting appropriate paperwork and documentation to be reimbursed for Medicare B. To be reimbursed for Medicare B, retirees must submit appropriate paperwork and documentation by the end of the calendar year in which retiree received District notification for reimbursement for previous calendar year. Retirees may submit requests for reimbursement annually or quarterly. Reimbursements will be paid quarterly as long as allowed by plan administrator.

- 20.4.7.2 Participation in Cost Containment Measures: All employees who retire on July 1, 2001 or thereafter and who participate in the District's retiree health plans shall participate in reasonable cost containment measures as a condition of receiving benefits.
- 20.4.7.3 Retirees Prior to 7/1/84 and Employees Hired Prior to 7/1/84: The District contribution for health and dental insurance for designated employee groups is as follows:
  - 20.4.7.3.1 Retired Prior to July 1, 1984: Based on 100% of premium for retiree and dependents.
  - 20.4.7.3.2 Hired Prior to 7/1/77 and Retired Prior to 12/31/90: Based on 100% premium for retiree and dependents.
  - 20.4.7.3.3 Currently Active Employees Hired Prior to 7/1/84: The District will provide 100% of premium at the time of retirement for employee and dependents.
- 20.4.7.4 All Other Employees: For all other employees and retirees hired on or after 7/1/84, the following point system shall apply:
  - 20.4.7.4.1 Eighty (80) Points: Any employee retiring under STRS or PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided the following requirements are met at the date of retirement. In 1990-91 and thereafter, where the minimum age at the date of retirement is 50 or more, and where the years of service when added together equals a minimum of eighty (80) (i.e. 50 + 30, 51 + 29, 52 +28, 65 + 15, 70 + 10). The District shall pay 100% of the maximum premium amounts for the retiree and 50% of the premium requirements for the dependents.
  - 20.4.7.4.2 Seventy (70) Points: The District shall pay 50% of the maximum premium amounts for the retiree and 25% of the premium requirements for the dependents, for retirees who have met eligibility by attaining 50 years of age, having worked full-time in the District for a minimum of ten (10) years, and where the sum of age and full-time years in the District equals a minimum of seventy (70).
  - 20.4.7.4.3 Retiree Health Benefits for Employees Hired On or After August 1, 2005: Employees hired on or after August 1, 2005 and their dependents will be eligible to continue receiving

District sponsored medical and dental benefits under the current provisions until Medicare eligible. Once Medicare eligible, should the retiree elect to stay on any District sponsored health or dental plan, the retiree shall pay 50% of the district's cost for health and 50% of the dental fully insured premium equivalent\*. The spouse may stay in the district sponsored health or dental plan, once Medicare eligible, by paying the 100% of the District's premium cost. The District shall also permit current and future retirees to purchase participation in VSP or EAP by paying for one or both at the premium rate specified by the carrier for District retirees.

*\*The current CCCD dental plan is a fully self-insured plan (i.e. the District administers and pays claims directly). The premium rates are determined by formulas used by the District's benefits consultant to forecast actual costs. Current rates are posted on the District web site or are available by contacting the District Human Resources Department.*

1. If a retiree who is under Medicare eligibility age has an older spouse, coverage for the older spouse shall end the first of the month following the spouse's eligibility for Medicare. However, under this scenario, the retiree's coverage shall continue until the first of the month following the retiree's eligibility for Medicare. If a retiree is older than his/her spouse, coverage for the spouse and dependents (if any), shall end the first of the month following the retiree's eligibility for Medicare. When referring to spouse, this language shall also mean any qualifying domestic partner.
2. Once the retiree is eligible for Medicare, the retiree and spouse may remain on the District's retiree health plan. However, the retiree will be required to pay 50% of the District's cost for the premiums quarterly in advance. When a spouse who is older than the retiree becomes eligible for Medicare and is thus dropped from the District's sponsored program, the spouse may remain on the District's retiree health plan provided the retiree pays for the spousal portion of the premiums quarterly in advance. When referring to spouse, this language shall also mean any qualifying domestic partner.
3. The same concepts noted above shall apply to retirees selecting 2-party coverage health plans, 2 + coverage, etc.

20.4.7.4.4 Defining Full-Time Service: The 80 point and 70 point programs noted above are for "full-time" employees. For purposes of this retiree benefit, "full-time" means any regular classified employee who is within PERS or STRS. The years of service required means years of eligible PERS or STRS service. The years of service need not be continuous. This definition also applies to (Disability Retirement section above).

20.4.7.5 Contributions: The District shall pay for each retiree and dependents enrolled at the date of retirement and thereafter, unless renegotiated, the maximum amounts designated in Appendix G incorporated by reference.

20.4.7.5.1 Part-time Service: Regular employees who are employed part-time and meet the point eligibility noted in Section 20.4.7.4 may participate in retiree benefit coverage at time of retirement. However, the District shall contribute a proportionate amount of the premium cost for retirees equal to the percentage of the employee's final work assignment or the percentage contributed by the District for the employee at the date of retirement, whichever is higher.

20.4.7.5.2 Maximum Contributions Are Based on Kaiser Rate: Such contribution amounts paid by the District as reflected in Appendix G are based upon Kaiser Insurance and Delta Dental Insurance Program premium rates and reflect 100% premium coverage to retiree and 50% premium coverage to spouse, paid by the District.

20.4.7.5.3 Retiree Payments: Retiree contribution amounts shall be paid to the District quarterly in advance.

20.4.7.6 Disability Retirement: Any employee who retires from the District on STRS or PERS disability retirement may still be eligible for premium coverages outlined in 20.4.7.4 regardless of age so long as the employee has worked full-time in the District for a minimum of ten (10) years. At ten years of service, the disabled employee is eligible to have the District pay fifty percent (50%) of the maximum premium amounts for the retiree and twenty-five percent (25%) of the premium requirements for the dependents. If the disabled employee has worked full-time in the District for a minimum of fifteen (15) years, he/she is eligible to have the District pay one hundred percent (100%) of the maximum premium amounts for the retiree and fifty percent (50%) of the premium requirements for the dependents.

20.4.7.6.1 For purposes of this retiree benefit, "full-time" means any regular classified employee who is within PERS or STRS. The years of service required means years of eligible PERS or STRS service. The years of service need not be continuous. (See "Defining Full-Time Service" section, above.)

20.4.7.7 Retiree With At Least 10 Years Service But Insufficient Points: Any employee who retires under PERS or STRS with a minimum of ten (10) years District continuous service, but without attaining minimum eligibility requirements as stated in Section 20.4.7.4, may continue in his/her District-approved health insurance program when not enrolled or covered in a non-District insurance program, provided full premium payments are paid in advance to the District on a quarterly basis. The retiree may, at his/her option, continue eligible dependents within the same program provided the retiree pays such full premium payments in advance to the District on a quarterly basis.

20.4.7.8 Health Insurance After Death of Retiree or Employee: Upon the death of a retiree or active employee, a surviving spouse and/or dependents, if any, shall continue to receive District contributions towards health insurance coverage for a six (6) month period from the date of death. After six (6) months, the surviving spouse and/or dependents may at their option, remain in the insurance program by paying full premium amounts required for the program of enrollment in advance to the District on a quarterly basis.

20.4.7.9 Dental Insurance After Death of Retiree or Employee: Upon the death of a retiree or active employee, a surviving spouse and/or dependents, if any, shall continue to receive for a six (6) month period from the date of death, District contributions towards Dental Insurance coverage by election of one of the following options: 1.) Remaining in the insurance program pursuant to COBRA regulations which will provide coverage for 36 months, of which the District will pay the first six (6) months or 2.) Declining coverage under COBRA regulations and continuing coverage for six (6) months at District expense, with termination of coverage at the end of the six (6) months. Full premium amounts due under COBRA option shall be paid for the program of enrollment to the District quarterly, in advance.

20.4.7.10 Retiree Life Insurance: The District and the Union agree to permit regular monthly employees to purchase post-retirement life insurance if available.

20.4.8 Life Insurance: The District shall maintain, in participation with unit employees, group life insurance in the face value to fifty thousand dollars (\$50,000) in accordance with insurance carrier requirements, at District cost. The District will arrange with insurance carrier to allow employees to purchase, at their expense, up to an additional one hundred thousand (\$100,000) of life insurance.

It is agreed that any eligible employee having an additional self-paid \$25,000 of life insurance may remain at \$25,000 or purchase an additional \$25,000 at his/her option. However, any eligible employee who has not had additional self-paid life insurance and any new employee who becomes eligible shall have only the option of purchasing an additional self-paid \$100,000 of life insurance in \$50,000 increments, pending carrier approval. Employees purchasing optional life insurance may also purchase, at their expense, optional \$5,000 dependent coverage.

New employees may have the option of an additional, self paid, \$100,000 guaranteed issue life insurance policy, if purchased within the first 30 days of hire (depending upon the basic plan selected).

Note that basic and optional life insurance plans are cancelled at the employee's retirement, and that insurance plans and coverage are subject to change. Please consult the Employee Group Benefits guide and the policy for more specific information.

20.4.8.1 Regular Part-Time Employees: All employees working less than full-time, regardless of their original employment date with the District, shall, upon request and at their option, be entitled to pro rata premium payments for life insurance by the District. Pro rata contribution shall be at the same ratio as their regular work schedule bears to full-time service. Regular employees who have work assignments of at least twelve (12) and less than twenty (20) hours per week will pay for 50% of the life insurance premium and the District will pay 50%. Any balance due to the insurance



carrier shall be paid by the employee, by payroll deduction. Face value of life insurance shall in all cases be \$50,000. No pro rata reduction of the face value amount shall be permitted.

- 20.4.9 Vision Care: Effective July 1, 2000, the District shall provide all full-time employees and their dependents with Vision Service Plan (VSP) Plan C. This plan shall provide for a comprehensive exam and new lenses every 12 months, and new frames every 12 months. All other services will be pursuant to the standard VSP plan description, except that it will reimburse up to \$50 for examinations by non-panel providers. There shall be a \$10 annual deductible on materials only. In addition, the following vision plan enhancements shall take place effective July 1, 2000: \$60 wholesale frame allowance; computer glasses; progressive lenses, tints, and UV coatings.
- 20.4.10 Dental Insurance: The District shall provide a Delta Dental Plan with provisions for a \$2,000 annual dental plan, \$2,000 lifetime orthodontics plan for all regular employees and each eligible dependent.
- 20.4.11 Cash Election In-Lieu of Medical Benefits: Any employee who chooses not to receive health contributions by the District and who submits an affidavit of other coverage and a Cash Election In-Lieu of Medical Benefits form (Appendix J) shall receive a monthly amount equal to the District's net contribution for the Kaiser single rate effective during the term of this agreement. ("District's net contribution" is equal to District's premium cost, less any required employee contribution; see "District Contribution Towards Insurance Premiums" section, above.) The employee shall receive the amount as salary in his/her regular payroll warrant. The amount of such contributions shall be listed on a regular basis in Appendix F. If the employee loses health coverage specified in the affidavit, the employee shall be enrolled immediately in the district health plan of the employee's choice, subject to the approval of the carrier. Any salary received under this section can be, at the employee's option, diverted to a tax sheltered annuity or IRS Section 125 plan as outlined in Tax-Sheltered Annuity Programs section above.
- 20.4.12 Air Travel Insurance: Employees shall be provided, in an amount established by the District, air travel insurance for accidental death resulting while on official District business on a scheduled airline. No more than ten (10) persons from the District shall be scheduled on a flight.
- 20.4.13 Employee Assistance Program: An outside contractor will provide counseling service. The District agrees to consult with the Union if it considers changing the EAP carrier. Use of the EAP is at the employee's sole discretion. The plan will cover the employee and eligible dependents. The plan will provide up to 10 visits per family member per year.
- 20.4.14 Domestic Partner Coverage: The District will pay the insurance premiums for domestic partner coverage in the same amounts as required for active employees who are married. For the purpose of Contra Costa Community College District 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, and sign and file with the District the "Affidavit of Domestic Partnership" (Appendix H) which includes the following statements:
- 20.4.14.1 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;

- 20.4.14.2 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;
- 20.4.14.3 Neither individual has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
- 20.4.14.4 The two parties declare that they are each other's sole domestic partner; they are responsible for their common welfare, and are financially interdependent. "Financial Interdependence" means that the domestic partners have entered into a contractual commitment for 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:
1. Hold a joint mortgage or lease
  2. Designate a partner as the beneficiary of life insurance or retirement benefits
  3. Designate a partner as primary beneficiary in a will
  4. Assign a health care power of attorney to the partner
  5. Jointly own a bank account or credit account
  6. Jointly own a car
- 20.4.14.5 The two parties agree to notify the District in writing if there is any change in the circumstances attested to in the affidavit.
- 20.4.14.6 The two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge
- 20.4.14.7 Termination of the partnership shall entitle the non-employee domestic partner and the dependents of the non-employee domestic partner the rights to the District COBRA coverage or Kaiser conversion coverage if the former domestic partner and/or his/her dependents meet the eligibility requirement of the plans in question.
- 20.4.14.8 Dependents of domestic partners who meet the eligibility requirements of the plans in question shall be eligible for coverage.
- 20.4.14.9 Domestic partners are eligible for continuing coverage through the Group Health, Dental and Vision Benefits under the same provisions as the federal group continuation law known as "COBRA" or other applicable law upon termination of employment subject to the rules and regulations of the plans in which the employee is enrolled.
- 20.4.14.20 Domestic partner benefits shall extend to employees' retiree health benefits who retire on or after the effective date of the ratification by the District Board in the same manner as other District employees who retire.

20.4.15 Double Coverage: Dependent family members of two employees/retirees under provisions of this contract are entitled to health plan coverage in one plan only. The employees/retirees may elect to join different health plans, but they are not entitled to coverage both as a subscriber and dependent. In the Delta Dental plan each

employee/retiree may be a subscriber and only one subscriber may carry the dependents.

20.4.16 Open Enrollment: Annually, between October 15 and November 15, there will be an open enrollment period for employees to change carriers effective December 1.

20.5 **PARKING FEES**: The District agrees it shall provide for the duration of this contract, a free parking permit for employees. Such permit is for faculty/staff designated lots or spaces.

20.6 **UNIFORM ALLOWANCE FOR POLICE SERVICES**: The following provisions shall apply to the granting of uniform allowances to Police Services employees.

20.6.1 Uniform Allowances by Classification: The District will supply to full-time Police Services employees the uniform allowances noted below.

20.6.1.1 Police Services Officer: Three (3) long-sleeve shirts, three (3) short-sleeve shirts, three (3) pair of trousers, one (1) jacket, one (1) badge, one (1) tie, one (1) flashlight, one approved (1) 9mm-caliber pistol (optional for the employee), one (1) nightstick, one (1) leather belt, one (1) set handcuffs and leather case, one (1) holster, one (1) trouser belt, two (2) radio holders, one (1) pepper spray/mace holder and one (1) bullet proof vest.

20.6.1.2 Parking Services Officer: Two (2) long-sleeve shirts, two (2) short-sleeve shirts, two (2) pair of trousers, one (1) jacket, one (1) tie, one (1) flashlight, one (1) badge, one (1) radio holder, one (1) pepper spray/mace holder, and one (1) trouser belt and one (1) bullet proof vest.

20.6.1.3 Police Services Assistant/Dispatcher: Two (2) long-sleeve shirts, two (2) short sleeve shirts, two (2) pair of trousers or one (1) skirt (optional), one (1) sweater, one (1) jacket, one (1) tie, and one (1) trouser belt.

20.6.2 Cleaning of Uniforms: Each campus will contract with a cleaning establishment. Employees utilizing such cleaner shall have cleaning of uniforms at District expense. Employees shall be responsible for cost of cleaning if any other cleaner is used.

20.6.3 Minor Repairs and At Fault Loss of Uniforms/Equipment: Minor repairs to uniforms, and any uniform or equipment lost due to employee negligence or carelessness shall be the responsibility of the employee. The employee is responsible, prior to leaving the District, to turn in all uniforms and equipment furnished by the District.

20.6.4 Replacement of Worn-Out Uniforms: The District will replace worn-out uniforms through a District-contracted uniform establishment when the employee is authorized by management to replace a uniform. Employee replacement through any other source requires employee payment for such replacement.

20.6.5 Uniforms/Equipment Supplied to Students or Non-Unit Employees: The District retains the sole discretion as to amounts of uniforms/equipment supplied to students and/or non-unit employees.

20.7 **PAYROLL ERRORS**: Proper salary grade and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the District.

20.7.1 **Insufficient Payment:** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.

20.7.2 **Overpayment:** If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months. Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.

20.8 **OVERTIME:** The following overtime provisions shall apply to all employees in the bargaining unit:

20.8.1 Employees shall be compensated at the rate of one and one-half (1-½) times his/her regular rate of pay for overtime.

20.8.2 Overtime includes:

20.8.2.1 Work on a holiday, whether as a part of the employee's normal work week or as required and authorized by his/her supervisor.

20.8.2.2 Work in excess of eight (8) hours in any workday.

20.8.2.3 Work in excess of forty (40) hours during any workweek.

20.8.2.4 Work on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive days of the work week where an employee's assignment has averaged four (4) or more hours during the previous five (5) consecutive days.

20.8.2.5 Work on the seventh (7<sup>th</sup>) consecutive day of the work week where an employee's assignment has averaged less than four (4) hours during the work week.

20.8.3 For the purposes of computing hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation or other paid leave of absence shall be considered as time worked by the employee.

20.8.4 Overtime pay shall be in addition to any pay received for defined holidays.

20.8.5 The work schedule of an employee or employees may be adjusted on a temporary basis during any day or week by agreement between the supervisor and employee(s). Work schedules may be adjusted on a temporary basis without agreement where seven (7) or more calendar days notice is given the employee or employees. It is agreed any such adjustment shall not be solely for the purpose of circumventing overtime provisions of this Agreement.

20.8.6 All overtime must receive prior approval from the immediate supervisor.

- 20.8.7 Overtime shall, wherever possible, be performed by employees in the classification to which the work is normally performed. Employees within that classification shall, wherever possible, within their knowledge of the specific work to be performed, be given equal opportunity to work overtime.
- 20.8.8 Overtime assignments will be offered to Police Services Officers at their home base location based on hire date seniority. If the overtime assignment is not accepted by officers at the home base, then the overtime will be offered to officers at the other two locations based on hire date seniority. (Also see Section 17.6.5)
- 20.9 **NIGHT WORK:** All monthly employees on a regularly scheduled basis with one-half (1/2) or more of the daily work hours assigned between 5:00 p.m. and 12:00 a.m. shall receive additional shift pay of five percent (5%) and shall be employed with Board approval at the differential rate. All monthly employees on a regularly scheduled basis with one-half (1/2) or more of the daily work hours assigned between 12:00 a.m. and 6:00 a.m. shall receive additional shift pay of seven and one-half percent (7.5%) and shall be employed with Board approval at the differential rate.
- 20.9.1 Employees assigned to a 4/10 work schedule who work four (4) hours or more after 5:00 p.m. shall receive the additional shift pay of five percent (5%).
- 20.9.2 Monthly employees who by mutual agreement with management are temporarily assigned to work five (5) shifts or more qualifying for shift differential pay within a twenty (20) day working period shall be paid, with Board approval, the differential rate for the twenty (20) day working period from the date of the first qualifying shift. Employees shall be employed on an overtime basis for any night assignments of less than five (5) days.
- 20.10 **CALL-BACK:** Employees called back to work at times other than their normal work hours to perform District services shall receive payment for a four (4) hour minimum period at the appropriate overtime rate.
- 20.11 **INFORMATION TECHNOLOGY ON-CALL DIFFERENTIAL:** The District may assign an Information Technology employee to be on-call for a specific period of time. The employee shall receive a 5% differential for being on-call. While on-call, the employee shall be available to receive phone calls and may be expected to perform necessary duties from either home or at any District site. The employee shall not be eligible to receive additional pay for on-call assignments until the employee has worked at least nine hours during such assignments during any given month. If additional pay is necessary, the employee shall receive the appropriate rate of pay (either straight or overtime).
- 20.12 **POLICE INVESTIGATOR DIFFERENTIAL:** The District shall assign at least one Police Services Officer as a regular police investigator. The purpose of the assignment will be to conduct investigations of crimes and complaints against District staff, students, and property; conduct personnel background investigations; prepare and file cases with the District Attorney's Office; collect and preserve evidence and property; prepare and serve arrest warrants, search warrants and subpoenas; maintain off-duty availability to respond to incidents that require the skill of an investigator; develop and maintain a Crime Prevention Program for the District; and perform other police duties. An employee regularly assigned as a Police Investigator shall receive a 5% differential as part of his/her regular base salary.
- 20.13 **Retirement Plans:** The District will participate in the California Public Employees Retirement System (PERS) and the California State Teachers Retirement System (STRS). Each member

will be assigned to PERS unless s/he is eligible for and elects to remain in STRS or another retirement plan that has a reciprocity agreement with PERS.

20.13.1 **PERS BENEFIT:** The District will participate in the PERS plan known as “Local Miscellaneous 2% at 55” and as modified by PERS. For employees first hired on or after January 1, 2013, and not otherwise eligible for another plan, the District will participate in the PERS plan known as “Local Miscellaneous 2% at 62” and as modified by PERS.

20.13.2 **SAFETY PERS BENEFIT:** The employees who are sworn peace officers within the unit shall receive the 2% at 50 Safety PERS plan from the Public Employees Retirement System. The intent of the parties is that this plan will go into effect on July 1, 2002 for any peace officers actively employed by the District on that date. However, it is recognized that the effective date may be different based upon requirements of the Public Employees Retirement System. In exchange for going to the 2% at 50 PERS Plan, the Union agrees that the impacted sworn peace officers will drop out of Social Security. The District's and the employees' share of Social Security will then be used to help subsidize the costs of this new program. In addition, the Police Services Officers' COLA salary increase for the 2001-2002 fiscal year will be reduced by 0.77%. In order for this Safety PERS Plan to go into effect, the peace officers in the unit must vote to go into the plan and must vote to withdraw from Social Security. If at some future date, PERS re-imposes a District contribution on the regular 2% at 55 School Employee Plan, the parties agree to reopen negotiations on the topic of the employees' cost of this retirement benefit enhancement. In addition, the District will initiate and pay for a PERS actuarial study on the 3% at 50 PERS option in January 2004.

20.14 **FUNCTIONS REQUIRING POLICE AND OR SECURITY SERVICES:** Any functions requiring police and/or security services held on District facilities shall be staffed by District police services personnel on regular or overtime status as appropriate, so long as it does not impact regularly assigned duties and police services personnel are available.

20.15 **SAFETY FOOTWEAR ALLOWANCE:** Effective 1/1/07, the Contra Costa Community College District will provide an initial two pairs of safety/protective work boots or shoes for employees in the following classifications: Building Maintenance Worker, Equipment Maintenance Worker, Senior Equipment Maintenance Worker, Maintenance Mechanic, Lead Maintenance Mechanic, Maintenance Assistant, Ground Worker / Gardener I, II, Senior or Lead, Shipping and Receiving Clerk, and all other mutually agreed upon classifications required to wear safety; protective shoes per OSHA/ASTM standards.

20.15.1 Each of the above employees shall receive an additional pair of boots/shoes annually. The shoes provided must be OSHA/ASTM standards. District will allow up to \$200.00 per pair. Each site will establish purchase orders or procedures with appropriate establishments in each of the three (3) service areas for purchase of the work boots/shoes.

20.15.2 Employees eligible for this program are required to wear safety/protective work boots or shoes at all times while on duty. Employees willfully abusing/misusing this procedure will be required to provide their own work boots or shoes.

## ARTICLE 21

### SUMMER WORK SCHEDULE

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- 21.1 **SUMMER WORK SCHEDULE PROCEDURES:** Notwithstanding any other provisions of the collective bargaining agreement between the Union and the District, summer work schedules shall be handled in conformance with the provisions of this article.
- 21.2 **WHEN IS THE SUMMER WORK SCHEDULE:** The summer work schedule shall be from the Monday following the end of the spring semester through the Friday which falls two weeks before the start of the regular fall semester.
- 21.3 **SUMMER WORK WEEK:** The summer work week for all regular full-time employees working a summer schedule shall consist of four (4) consecutive work days of ten (10) hours each, Monday through Sunday, except those situations, classifications and positions enumerated within subsection 21.8.
- 21.3.1 The summer work week for regular part-time employees who work a summer schedule and who are regularly assigned hours of daily work for five (5) days shall have those same total hours distributed over a four (4) day work week rather than a five (5) day work week, other than those exceptions of classes and positions enumerated within subsection 21.8.
- 21.3.2 Regular full-time employees may be assigned to work any four (4) consecutive days of the summer workweek. This would include working a Saturday and Sunday as part of the employee's four consecutive days.
- 21.4 **SUMMER WORKDAY:** The summer workday shall consist of ten (10) consecutive hours assigned within each twenty-four (24) hour period. Beginning and ending times of such ten (10) hour work schedules shall be determined by the individual managers and supervisors, after consultation with the workers involved, to best fulfill the needs of the District.
- 21.5 **INDEPENDENCE DAY:** Holiday leave for Independence Day shall be ten (10) hours for a full-time employee working a scheduled ten (10) hour shift and eight (8) hours for a full-time employee working a scheduled eight (8) hour shift. Employees working less than full-time shall be entitled to holiday allowance in accordance with contract provisions.
- 21.6 **USE OF VACATION OR UNPAID LEAVE AFTER EIGHT HOURS:** Earned vacation leave or leave without pay may, at the option of the employee and with the approval of the supervisor, be taken any day after eight (8) hours of work. Notice shall be provided by the employee to the immediate supervisor at least one (1) working day in advance of the date the leave is desired to be taken.
- 21.7 **EXTRA PRE- OR POST-LUNCH PERIOD BREAK TIME:** In addition to the regular contract break periods of fifteen (15) minutes pre-lunch, the lunch period, and fifteen (15) minutes post-lunch, to those employees working a ten (10) hour work shift, there shall be an additional ten (10) minute rest period added to either the pre-lunch or the post-lunch break so that a total of twenty-five (25) minutes shall be granted. Break times shall be established within each area to best allow the needed rest times for the employees involved.
- 21.8 **EXCEPTIONS:** Position titles identified as exceptions shall be changed only by mutual agreement of the District and the Union. The following regular full-time and part-time employees shall maintain their regularly scheduled five (5) day work schedules:

21.8.1 All Police Services Officers

21.8.2 District Office and college site employees in specific positions as determined by the District due to the needs of the District. Employees not going on a 4/10 schedule shall be notified no later than February 1<sup>st</sup> of each year.

21.9 **WORK SCHEDULES MAY BE ADJUSTED:** The work schedule may be adjusted during any day or week on a temporary basis by agreement between the supervisor and employee. Work schedules may be adjusted during any day or week to meet District emergency requirements. Work schedules may be adjusted on a temporary basis, without agreement, where seven (7) or more calendar days' notice is given the employee. It is agreed any such adjustment shall not be solely for the purpose of circumventing overtime provisions.

21.10 **CUSTODIAL SHIFTS:** If custodial employees are assigned to a 4/10 shift during the summer months, swing and graveyard shift differentials shall continue for the summer work schedule notwithstanding any changes to the starting and ending times.

21.11 **AVAILABILITY OF PAY WARRANTS:** Pay warrants will be available for distribution no later than between 1:00 p.m. and 5:00 p.m. at the locations' business offices on any regular payday which falls on an employee's non-workday, or which falls on a day other than a legal holiday as specified within the Education Code, or which falls on a Friday during the summer work schedule period.

21.12 **FIVE WORK DAYS SHALL APPLY TO FIVE CONTIGUOUS DAYS:** During the summer work schedule, as referenced in this article, five (5) work days shall apply to five contiguous days in which the work sites are open for business.



## ARTICLE 22

### SENIORITY DATE

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- 22.1 **SENIORITY DATE:** The parties agree that seniority in the District or in the classification is based on hire date in the District or classification.

## ARTICLE 23

### ALTERNATIVE WORK WEEK SCHEDULES

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- 23.1 **WORK WEEK 4/10 SCHEDULE:** Notwithstanding any other provisions of the collective bargaining agreement between the Union and the District, the 10-hour per day, 40-hour, four-consecutive day work week may be established for a unit position during the fiscal year by mutual consent between the District and the Union, subject to the following:
- 23.1.1 **Fiscal Year:** Fiscal year means the period between July 1 and June 30.
  - 23.1.2 **Work Week:** The workweek for all regular full-time employees shall consist of four (4) consecutive workdays of ten (10) hours each, Monday through Sunday.
  - 23.1.3 **Work Day:** The workday shall consist of ten (10) consecutive hours assigned within each twenty-four (24) hour period. Beginning and ending times of such ten (10) hour work schedules shall be determined by mutual consent of the employee, the Union and the individual manager or supervisor.
  - 23.1.4 **Various Combinations of Hours Possible:** An optional work week requiring work days of any combination of eight, eight and one-half, nine, nine and one-half or ten (8, 8.5, 9, 9.5, or 10) hours of four (4) consecutive work days or less may be established for regular part-time employees. Beginning and ending times of such work schedules shall be determined by mutual consent of the employee, the Union and the individual manager or supervisor.
  - 23.1.5 **Open Positions May Have 4/10 Schedule Established:** Work schedules of four (4) days or less consisting of work hours over eight (8) but no more than ten (10) each day may be established, based on District needs, for open positions.
  - 23.1.6 **Overtime After 10 Hours:** The overtime rate shall be paid for all hours worked in excess of ten (10) hours per day. Work performed on the fifth, sixth and seventh days, or work performed on holidays, or work performed in excess of forty (40) hours per week shall be compensated at the overtime rate.
  - 23.1.7 **Leave Accounts Charged for Actual Hours:** Earned paid leaves (i.e., sick, vacation, etc.) and leave without pay shall be recorded for the scheduled hours per day for the date of absence.
  - 23.1.8 **Conversion of Leave Days to Reflect 4/10 Schedule:** Leaves that are subject to a maximum number of days per year shall be recorded for the scheduled hours per day for the date of absence, and the hours shall be converted to daily equivalents based on an eight (8) hour day for full-time positions (i.e., forty [40] hours equals five [5] days industrial accident leave for a full-time employee) for purposes of determining days used. Daily equivalents for part-time positions shall be proportional (i.e., thirty [30] hours equals five [5] days industrial accident leave for a seventy-five [75] percent part-time position).

23.1.9 Work Times May Be Temporarily Adjusted: The work times may be adjusted on a temporary basis during any day or week by agreement between the supervisor and employee. Work times may be adjusted during any day or week to meet District emergency requirements. Work times may be adjusted on a temporary basis, without agreement, where seven (7) or more calendar days' notice is given the employee. It is agreed any such adjustment shall not be solely for the purpose or circumventing overtime provisions.

23.1.10 Extra Pre- or Post-Lunch Period Break Time: In addition to the regular contract break periods of fifteen (15) minutes pre-lunch, the lunch period, and fifteen (15) minutes post-lunch, to those employees working a ten (10) hour work shift, there shall be an additional ten (10) minutes rest period added to either the pre-lunch or the post-lunch break so that a total of twenty-five (25) minutes shall be granted. Break times shall be established within each area to best allow the needed rest times for the employees involved.

23.1.11 Holiday Leave: Holiday leave for Independence Day shall be ten (10) hours for a full-time employee working a scheduled ten (10) hour shift. Employees working less than full-time shall be entitled to holiday allowance in accordance with contract provisions.

23.1.11.1 Holiday leave entitled for the current academic year (fall and spring semesters) shall be established for each full-time employee assigned to the fiscal year 4/10 schedule by the Chief Human Resources Officer or designee no later than August 15 for current employees or no later than the second week of employment for employees employed after August 15. Copies of the holiday leave schedule shall be forwarded to the Union, the employee, his/her manager or supervisor, the local payroll office and the Director of Payroll Services. Holiday leave entitlement will be based on the entitlement provided under Sections 9.9.1, 9.9.2 and 9.9.3 of the contract.

23.1.11.2 Part-time employees working less than five (5) days per week whose hours on any day exceed eight (8) hours shall be entitled to holiday leave in accordance with Section 9.9.11.1 of the contract.

23.1.11.3 Employees working full-time four (4) days per week shall be entitled to holiday leave as follows:

23.1.11.3.1 Holidays which fall on their regularly scheduled work days.

23.1.11.3.2 When holidays do not fall on their regularly scheduled work days, no holiday leave will be paid or granted during that pay period.

23.1.11.3.3 The holiday leave entitlement schedule will be calculated by determining the holiday leave which will be used due to falling on a regularly scheduled work day and the additional holiday leave to which the employee remains entitled, if any. The employee will be provided a bank of holiday leave hours for the year. Where hours to be used exceed the hours of entitlement, such additional hours shall be forgiven.

23.1.11.3.4 Where hours used will be less than the hours of entitlement, the employee shall schedule holiday leave

hours (in-lieu of scheduled holidays) to utilize all hours of unscheduled holiday leave between April 1 and June 30 of the current fiscal year.

23.1.12 Work Week 9/80 Schedule: A department or a group of employees in a department may be assigned to a 9/80 work hour plan by which employees work eighty (80) hours on nine (9) days over a two (2) week period provided:

23.1.12.1 The plan is approved by the supervisor and the Chief Human Resources Officer or designee.

23.1.12.2 Education Code requirements are followed.

23.1.12.3 The plan results in no overtime compensation or penalty imposed by the contract or state or federal law.

23.1.12.4 Disapproval or discontinuance is not grievable.

23.1.12.5 The District provides notification to the Union of any approved arrangements.

23.1.13 Flexible Work Schedule: A regular monthly employee may be granted flexible work schedule opportunities to attend to personal business or emergencies. Flexible work schedule opportunities are intended to provide the employee an opportunity to request a change in work schedule for a brief period of time, usually one to two working days. The decision of the manager regarding such requests is final. The manager's decision is not grievable. Flexible work schedule adjustments must be corrected within the month in which the change was granted. Flexible work schedule adjustments shall not result in overtime compensation.

## ARTICLE 24

### CLASSIFIED EMPLOYEES ENHANCEMENT PROGRAM

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- 24.1 **ESTABLISHMENT OF CLASSIFIED EMPLOYEES ENHANCEMENT PROGRAM:** The District and the Union have agreed to establish a Classified Employees Enhancement Program (C.E.E.P.) in accordance with the following provisions, and the District shall allocate funds annually by location and employee population to implement the Classified Employees Enhancement Program.
- 24.2 **PURPOSE:** The purpose of the Classified Employees Enhancement Program (C.E.E.P.) is to provide a plan for classified personnel that encourages participation and may provide funding for course work, conferences and other appropriate learning and educational activities.
- 24.3 **C.E.E.P. ACTIVITIES:** C.E.E.P. activities may include course work, seminars, workshops, conferences and other appropriate learning and educational activities that meet any one of the following criteria:
- 24.3.1 Teaches organizational skills
  - 24.3.2 Improves job performance
  - 24.3.3 Reduces accidents and improves safety practices
  - 24.3.4 Prepares an employee for new or improved technologies (not currently in use in the employee's position)
  - 24.3.5 Expands knowledge, skills or abilities needed for promotion
  - 24.3.6 Enhances human relations skills (team building, problem solving, etc.)
  - 24.3.7 Provides general skills training
  - 24.3.8 Fosters good health
  - 24.3.9 Provides personal growth/enrichment
- 24.4 **CERTAIN EXCLUSIONS:** Orientation or initial training of new employees and in-service training required by management as a result of new technology or organizational change in the employee's current position are expressly excluded from C.E.E.P. In addition, recreational activities (scuba diving, skiing, mountain climbing, etc.) are excluded from C.E.E.P.
- 24.5 **ALLOCATION OF FUNDS:** The District shall allocate \$60,000 per year, which shall be allocated to the three colleges and the District Office based upon employee population at each location as indicated by the appropriate Datatel report issued by District Human Resources in May of each year. By recommendation to the Joint Central Committee, funds may be transferred from the original site allocation to another site.

- 24.6 **SITE COMMITTEES:** Each location, as referenced above, shall have a site committee, consisting of three (3) classified employees and one (1) alternate classified employee and the President/Designee or Chief Human Resources Officer/Designee as appropriate. An ad hoc person, with expertise in training or curriculum development, may be appointed by the President/Chief Human Resources Officer. The classified committee shall be provided with reasonable release time. Any decisions of the site committee must be unanimous. Decisions that are not unanimous may be appealed by either side to the full Joint Central Committee for resolution.
- 24.7 **JOINT CENTRAL COMMITTEE:** A Joint Central Committee shall be created and be comprised of one classified site committee person from the District, CCC, DVC, LMC, the Unit President and an equal number of management designees chosen by the Chief Human Resources Officer. The committee shall meet on an as-needed basis to review the program, consider requests for funding transfers, make recommendations for change, and hear appeals from split decisions of the site committees. Any decisions of the Joint Central Committee must be by majority vote.
- 24.8 **APPLICATIONS SHOULD BE FOUR WEEKS IN ADVANCE:** Classified employees who apply for participation in the program are expected to submit an application to attend a program offering at least four (4) weeks in advance for pre-payment purposes and at least two (2) weeks is required for reimbursement purposes.
- 24.9 **REQUEST FOR NEEDED TIME OFF:** An employee who is applying for the program shall complete a request for leave form if work time will be missed, and he/she shall review the C.E.E.P. application and leave request with his/her supervisor. The supervisor may disapprove the leave request due to critical District requirements or needs. No denial shall be arbitrary or capricious. When any such request is denied, the supervisor shall, within five (5) working days, furnish the employee a written statement outlining the reason(s) for such denial. The approved request for leave form shall accompany the C.E.E.P. application when it is submitted to the site committee. Denial of leave requests that the employee believes to be arbitrary or capricious may be appealed to the next higher management level or designee and shall be given expeditious consideration.
- 24.10 **HOW TIME OFF WILL BE HANDLED:** An employee whose planned C.E.E.P. activity will require a leave of seven (7) days or less shall be eligible for conference and meeting leave (E leave). If time beyond the seven (7) days is required, the additional days shall be requested under vacation leave entitlement. A substitute employed for days the employee is using vacation leave for an approved C.E.E.P. activity shall not be charged to C.E.E.P. An employee shall not normally be granted more than seven (7) full days conference and meeting leave for C.E.E.P. activities in any one fiscal year. Where a substitute employee is obtained to relieve the employee on leave, the substitute shall perform tasks within the job duties normally assigned to the incumbent.
- 24.11 **TRAINING MAY BE RECOMMENDED:** Either the site or the central committees may recommend that a training program be delivered within the District, so that several employees may benefit from an "in-house" program and that economies in release and travel time may be realized.

## ARTICLE 25

### PROCEDURES FOR BECOMING A CLASSIFIED EMPLOYEE

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- 25.1 **SUBSTITUTE EMPLOYEES:** Employees replacing another on leave of absence from the position shall be known as substitute employees. Those substitutes who exceed 194 workdays in the fiscal year shall not gain permanent employment rights with the District. However, the agency shop provisions of this contract shall cover the employee.
- 25.2 **SHORT-TERM EMPLOYEES:** Short-term employees occupy positions (short-term positions) maintained by the District during the fiscal year, 175 days or less in some circumstances and for 165 days or less in other circumstances.
- 25.2.1 A short-term employee who exceeds 175 workdays in the fiscal year will be paid an hourly rate based on the regular classified salary schedule. If a short-term employee exceeds 175 workdays in a fiscal year he/she will not gain permanent employment rights with the District. However, the agency shop provisions of this contract shall cover the employee.
- 25.2.2 A short-term position which exceeds 175 workdays in the fiscal year will automatically become a regular position and will be opened for filling. (Filled through the job opening provisions of this contract.)
- 25.2.3 A short-term employee who exceeds 165 workdays for two consecutive fiscal years will be paid an hourly rate based on the regular classified salary schedule. A short-term employee who exceeds 165 workdays in two consecutive fiscal years will not gain permanent employment rights with the District. The agency shop provisions of this contract shall cover the employee.
- 25.2.4 A short-term position which exceeds 165 workdays for two consecutive fiscal years will automatically become a regular position on the 166<sup>th</sup> workday of the second consecutive year and will be opened for filling. (Filled through the job opening provisions of this contract.)
- 25.2.5 A position may be designated as short-term even though it exceeds the workday limits set forth in Sections 25.2.2 and 25.2.4 above only if documented by Board action as being specially funded only for a specific length of time from non-district sources. A short-term employee working on a specially funded project who exceeds 194 workdays in the fiscal year will automatically become a specially funded probationary monthly employee on the 195<sup>th</sup> workday of the fiscal year and shall be placed at the appropriate range and step for that classification.
- 25.3 **USE OF SUBSTITUTES DURING RECRUITMENTS:** The District may maintain substitute assignments, filling a position during the recruitment application period, for a period not to exceed 90 workdays.

- 25.4 **RECRUITMENT OF SHORT-TERM POSITIONS EXCEEDING LIMITS:** Whenever a short-term position reaches the limits set forth in Sections 25.2.2 and 25.2.4, the position will be opened for filling as a regular position. The position may not be continued until designated as a regular position, and the short-term employee working in that position shall have a right to apply for the position, if advertised externally.
- 25.5 **HIRE DATE FOR SPECIALLY FUNDED SHORT-TERM EMPLOYEES:** The hire date for seniority purposes for specially funded short-term employees who exceed 194 workdays in a fiscal year will be the first date of service on an hourly basis in the current fiscal year.
- 25.6 **PART-TIME SPECIALLY FUNDED SHORT-TERMERS WHO GAIN REGULAR STATUS:** If a specially funded short-term employee has not worked forty (40) hours per week and is subsequently hired as a probationary employee under Section 25.2.5, his/her employment as a regular part-time employee will be based on the average hours per week during the last three (3) full months preceding the effective date of employment on a regular basis.
- 25.7 **SICK AND VACATION LEAVES:** Sick leave and vacation leave entitlement will be granted the employee when converted to regular status under Section 25.2.5, based on that earned from the hire date used for seniority purposes and actual hours worked.
- 25.8 **HOLIDAY AND RETROACTIVE PAY:** Holiday leave and retroactive pay will be granted, if applicable, based on that earned from the effective date of employment on a regular basis.
- 25.9 **PROCEDURES EXCLUDE OTHER TYPES OF TEMPORARY EMPLOYEES:** These procedures for handling specially funded short-term employees do not affect the procedures for employing other persons excluded from the classified service, such as professional experts and student employees.



## ARTICLE 26

### DURATION

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- 26.1 **LENGTH OF AGREEMENT:** Unless otherwise indicated, this Agreement between the District and the Union, due to expire June 30, 2013, is extended through June 30, 2016, and all provisions shall remain in full force and effect through the close of the day on June 30, 2016.
- 26.2 **FULL AND COMPLETE AGREEMENT OF THE PARTIES:** This Agreement constitutes the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 26.3 **REOPENERS:** For the duration of the contract each fiscal year the contract is subject to reopeners. In each of these years, the salary schedule and the District's contributions towards health benefits premiums, and one article each party designates will be reopened.
- 26.4 **CONTRACTING OUT:** The District agrees to study and to negotiate contracting out of projects which the Union considers as affecting classified unit employees. The Union shall notify the District of any such contracting issues that it wishes to negotiate.
- 26.5 **SIGNATURES:** In witness whereof, the Union has caused this agreement to be signed by its Chief Negotiator and President, and the District has caused this Agreement to be signed by its Chief Negotiator, Chancellor and President of the Board of Trustees.

#### FOR THE DISTRICT:

\_\_\_\_\_  
Gene Huff, Vice Chancellor

\_\_\_\_\_  
Date

#### FOR LOCAL 1:

\_\_\_\_\_  
Mike West, President

\_\_\_\_\_  
Date

## APPENDIX A

### COMPOSITION OF LOCAL 1 BARGAINING UNIT

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Accompanist	Computer Operator
Account Clerk	Computer Operator - Trainee
Accountant I	Contract Class Tutor I
Accountant II	Contract Class Tutor II
Accounting Department Coordinator	Cook
Accounting Operations Specialist	Coordinator of Special Students Programs and Services
Accounting Specialist II	Counselor Assistant
Administrative Assistant	Culinary Arts Laboratory Assistant
Administrative Secretary	Custodian I
Admissions/Records Assistant I	Custodian II
Admissions/Records Assistant II	Customer Services Clerk
Admissions/Records Assistant - Secretary	Data Entry Operator
Admissions/Records - EOPS Assistant	Data Entry Operator/Control Clerk
Alternative Media Specialist	Data Processing Control Clerk
Amnesty Program Coordinator	Data Processing Technician
Applications Support Analyst	Database Administrator
Applications Support Analyst Trainee	Database Administrator Trainee
Assessment Center Coordinator	Desktop Publishing Technician
Assessment Center Technician	Development Office Technician
Assistant Book Buyer	District Accounting Specialist
Assistant Buyer	District Facilities Maintenance Assistant
Athletic Equipment Assistant	District Information Systems Support Specialist
Athletic Equipment Manager I	Education Center Secretary
Athletic Equipment Manager II	Educational Opportunity Program and Services Assistant
Athletic Trainer	Educational Opportunity Program and Services Eligibility Clerk
Audio Technician	Educational Programs and Services Coordinator
Book Buyer	Electronics Specialist Computers/Audio Systems
Bookstore Operations Assistant	Electronics Specialist - Video
Bookstore Supply Buyer	Electronics Technician
Budget Coordinator	Employment Center Coordinator
Budget Specialist	Employment Development Services Assistant
Building Maintenance Worker	Employment Development Services Specialist
Buyer	Employment Development Services Tech I & II
CalWORKS Program Coordinator	Equipment Maintenance Worker
Campus Facilities Assistant	Evening Program Monitor
Career Development Services Coordinator	Facilities and Construction Specialist
Cashier	Facilities and Drafting Technician
Chemistry Laboratory Coordinator	Facilities Project Controls Specialist
Child Care Center Assistant	Family Life Education Specialist
College Computer Systems Specialist	Financial Aid Assistant I
College Human Resources Assistant	Financial Aid Assistant II
College International Education Coordinator	Financial Aid Assistant II/Scholarship Coordinator
College Video Production Engineer	Financial Aid Specialist
Community and Educational Partnership Liaison	Fire Technology-EMS Instructional Lab Coordinator
Community Education Coordinator	Fiscal Operations Specialist
Computer Aided Instruction Lab Coordinator	Food Service Assistant
Computer and Network Specialist	Food Service Supervisor
Computer and Network Technician	Food Service Supply Clerk
Computer Center Coordinator	Food Services Coordinator
Computer Center Technical Specialist	
Computer Center Technician I	
Computer Center Technician II	
Computer Center Technician III	

General Office Clerk	Reprographics Production Coordinator
Grounds Worker/Gardener I	Research Analyst
Grounds Worker/Gardener II	Research Coordinator
Help Desk/Operations Technician	Research Staff Assistant
Help Desk/Operations Technician/Trainee	Satellite Business Services Coordinator
Instructional Aide	Scheduling Specialist
Instructional Assistant	Scholarship Program Coordinator
Instructional Laboratory Coordinator	Science Laboratory Coordinator
Instructional Multi-Media Coordinator	Science Laboratory Technician I
Inventory and Receiving Clerk	Science Laboratory Technician II
Laboratory Equipment Technician I	Secretary
Laboratory Equipment Technician II	Senior Account Clerk
Lead Account Clerk	Senior Accountant
Lead Admissions and Records Assistant	Senior Administrative Assistant
Lead Bookstore Operators Assistant	Senior Administrative Secretary
Lead Custodian	Senior Admissions/Records Assistant
Lead Grounds Worker/Gardener	Senior Applications Support Analyst
Lead Maintenance Mechanic	Senior Buyer
Lead Office Assistant	Senior Computer and Network Specialist
Library Assistant I	Senior Database Administrator
Library Assistant II	Senior Electronics Technician
Library Assistant - Secretary	Senior Equipment Maintenance Worker
Locker Room Attendant	Senior Grounds Worker/Gardener
Marketing and Communications Coordinator	Senior Help Desk/Operations Technician
Mail Clerk	Senior Inventory and Receiving Clerk
Maintenance Assistant	Senior Library Assistant
Maintenance Mechanic	Senior Office Assistant
Math Laboratory Coordinator	Senior Offset Technician
Media Design Specialist	Senior Parking Services Officer
Media Design Technician I	Senior Payroll Clerk
Media Design Technician II	Senior Payroll Technician
Media Services Coordinator	Senior Programmer/Analyst
Media Services Specialist I	Senior Systems Administrator
Media Services Specialist II	Senior Technology Services Coordinator
Media Services Technician I	Senior Web Administrator
Media Services Technician II	Shop Equipment Assistant
Minority Student Retention Specialist	Special Students Programs and Services Aide
Music Laboratory Coordinator	Special Students Programs and Services Assistant
Nursing Instructional Specialist	Special Students Programs and Services Math Technician
Office Assistant I	Storekeeper
Office Assistant II	Student Activities Assistant
Offset Technician I	Student Activities Coordinator
Offset Technician II	Student Services and Instructional Support Coordinator
Parking Services Officer	Student Union Coordinator
Payroll Technician	Supply Truck Driver
PBX Operator - Receptionist	Systems Administrator
Pidgin Signed English Transliterator	Systems Administrator Trainee
Police Services Assistant/Dispatcher	Systems Software Specialist
Police Services Officer	Technology Services Coordinator
Police Services Officer - Trainee	Technology Training and Development Coordinator
Programmer I	Theater Staging Specialist
Programmer II	Theatrical Costume Design Specialist
Programmer/Analyst	Transcript Audit Specialist
Public Information and Outreach Specialist	Transfer Center Coordinator
Purchasing Assistant	
Recreation Room Attendant	
Re-Entry Center Coordinator I	
Re-Entry Center Coordinator II	

Tutorial Program Assistant  
Tutoring Services Coordinator  
Web Administrator  
Web Application Developer I

Web Application Developer II  
Web Application Specialist  
Word Processing Technician

Per Exhibit "A", which describes the bargaining unit, referred in Section 1.1: Pursuant to the stipulated Agreement entered into by the parties on January 15, 1988, Local 1 is recognized as the sole and exclusive representative of:

All regular full-time and probationary, and regular part-time and probationary employees within the classified position enumerated within the "Classified Service Unit," INCLUDING short-term and substitute employees as described herein employed for 165 days or more for two consecutive years and EXCLUDING other temporary, student employees and professional experts employed by the District, and those designated and agreed upon management, supervisory and confidential employees.

Other temporary employees includes but are not limited to short-term and substitute employees hired for 164 days of work or less (excluding holidays, sick leave, vacation) in two consecutive fiscal years. Upon working the 166<sup>th</sup> day of work during the 2<sup>nd</sup> consecutive fiscal year, the temporary employee will become a member of the bargaining unit and continue as a member of the bargaining unit subject to those terms and conditions of employment set forth in Article 25. Short-term and substitute employees are as defined in Education Code Section 88003, excluding other temporary employees.

See Article 25 for other provision applicable to short-term and substitute employees becoming members of the classified service.

# APPENDIX B

## CATASTROPHIC SICK LEAVE DONATION FORM

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

SICK LEAVE DONATION

I, \_\_\_\_\_, an employee of the Contra Costa Community College District, hereby donate from my accumulated sick leave under the District adopted personnel procedure and affirm that I have read the procedure which appears at the bottom of this form.

I hereby direct that the Contra Costa Community College District transfer from my accumulated sick leave balance \_\_\_\_\_ day(s) and that these days be donated to the sick leave balance of \_\_\_\_\_, an employee of the Contra Costa Community College District.

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Employee's Signature

***Signature must be witnessed by a District/College Human Resources employee.***

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice Chancellor of Human Resources

\_\_\_\_\_  
Date

### SICK LEAVE DONATION PROCEDURE:

The District shall allow employees to donate sick leave to individual employees who have suffered catastrophic illness or injury, defined as an illness or injury that is expected to incapacitate the employee for an extended period of time (Ed. Code 87045). The employee requesting donation shall submit to the District Human Resources Office a physician's statement certifying incapacitating illness or injury.

The donations may be used only when the employee has exhausted all accumulated sick leave.

An individual may not receive more than 175 days of donated sick leave over a two-year period.

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. Donations shall be authorized by a signed pledge form prepared by the District Human Resources Office. Solicitations of donations may be made by the individual or his/her representative.

If several employees donate sick leave, the sick leave shall be used in the order in which the signed pledge forms are filed with the District Human Resources Office. If the employee does not use all donated sick leave, the sick leave shall be returned to the employees whose pledged donations have not been used.

White - Payroll  
Yellow - H.R.  
Pink - Employee

4cd-131

# APPENDIX C

## CAREER PLANNING & UPWARD MOBILITY PROGRAM

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### CLASSIFIED CAREER PLANNING AND UPWARD MOBILITY PROGRAM

#### **Mission:**

The mission of the Contra Costa Community College District's Classified Career Planning and Upward Mobility Program is to promote career and knowledge/skill enhancement programs for classified employees.

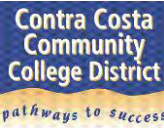
#### **Scope:**

To provide Local 1 Members and their managers with the tools necessary to conduct career planning and development. This will enable employees to: a) promote themselves within the classification structure(s) of the organization or b) be provided with the tools and assistance to develop themselves as individuals in their current jobs. An individual Development Plan (IDP) is not a guarantee to future upward mobility. Its purpose is to provide employees with a written guideline to help them become better prepared for future opportunities.

#### **Components:**

1. Manager or employee shall contract the District's Human Resources Department to initiate an employee's career planning process. District HR Department will provide employees and managers with a written overview of career planning steps and the role of the employee, manager and District Human Resources in this process. Reference to the Local 1 contractual language covering career planning and development will be reviewed with managers.
2. If an employee contacts the District Office Human Resources Department directly about career planning, then the Human Resources Department will inform the employee's manager of the interest for career planning. On some occasions there may be employees who contact the District HR Department directly and instruct the District HR to not notify their manager of their career planning interest.
3. Employee's manager shall have a discussion with the employee about career development planning. Career goals(s) are established and defined during this meeting.
4. The manager will contact the District Office Human Resources Support Services Manager to create a self-assessment tool based on the "core key competencies" required for the position identified as a career goal.
5. Self-assessment tool is administered to the employee. This tool assesses areas to focus attention on for further professional development and also identifies areas of strength.
6. Once the assessment has been completed, the information is then converted to an individual developmental plan.
7. The manager shall meet with the employee and review the individual developmental plan. The purpose of the plan is to identify areas on which to focus attention for further professional development. A copy of the plan is provided to the employee, manager and District Office HR Department.
8. The manager shall review the plan with the employee on a quarterly basis in order to monitor its progress and determine if the employee requires any additional support from the manager in order to successfully complete the plan
9. The Human Resources Support Services Manager will meet with the employee and manager to review the career development plan twice a year as a follow-up.

## APPENDIX D CLASSIFIED EVALUATION FORM

	Contra Costa Community College District EMPLOYEE EVALUATION FORM Local 1 Unit Members	Date Sent: Date Due to Human Resources (10 days): Evaluation Due Date:
Employee Name:	Classification:	
Department:	Location:	
Evaluation Period (From/To Dates): through	Anniversary Date:	

### Evaluation Period (Check one)

Probationary (New Hire): <input type="checkbox"/> End of 3 <sup>rd</sup> Month <input type="checkbox"/> End of 6 <sup>th</sup> Month <input type="checkbox"/> End of 9 <sup>th</sup> Month <input type="checkbox"/> End of 11 <sup>th</sup> Month – FINAL	Promotional Probationary: <input type="checkbox"/> End of 2 <sup>nd</sup> month <input type="checkbox"/> End of 4 <sup>th</sup> month <input type="checkbox"/> End of 5 <sup>th</sup> month – FINAL	Other: <input type="checkbox"/> Annual <input type="checkbox"/> Special <input type="checkbox"/> Extended Promotional-(8 <sup>th</sup> -10 <sup>th</sup> week)
---	--	---

**MARK AN X IN THE APPROPRIATE BOX BELOW. IF UNSATISFACTORY OR NEEDS IMPROVEMENT IS MARKED, STATEMENT(S) OF EXPLANATION MUST BE MADE IN THE REMARKS SECTION BELOW. (USE ADDITIONAL SHEETS IF NEEDED)**

1. <b>Knowledge of work:</b> Knowledge & understanding of all phases of this job and closely-related matters.	<input type="checkbox"/> <b>Unsatisfactory</b> Needs frequent instructions, even on routine jobs.	<input type="checkbox"/> <b>Needs Improvement</b>	<input type="checkbox"/> <b>Meets Expectations</b> Has a good working knowledge of job.	<input type="checkbox"/> <b>Exceeds Expectations</b>	<input type="checkbox"/> <b>Outstanding</b> Has a thorough knowledge of job.
Remarks:					
2. <b>Initiative and application:</b> Resourcefulness, independent thinking, attention, and application to his/her work.	<input type="checkbox"/> <b>Unsatisfactory</b> Wastes time. Needs close supervision.	<input type="checkbox"/> <b>Needs Improvement</b>	<input type="checkbox"/> <b>Meets Expectations</b> Steady and willing worker. Requires little direction	<input type="checkbox"/> <b>Exceeds Expectations</b>	<input type="checkbox"/> <b>Outstanding</b> Industrious. Highly resourceful and self-reliant.
Remarks:					
3. <b>Quality of work:</b> The accuracy and thoroughness with which work meets recognized standards of performance.	<input type="checkbox"/> <b>Unsatisfactory</b> Below Standard. Errors repeated.	<input type="checkbox"/> <b>Needs Improvement</b>	<input type="checkbox"/> <b>Meets Expectations</b> Meets accepted standards regularly.	<input type="checkbox"/> <b>Exceeds Expectations</b>	<input type="checkbox"/> <b>Outstanding</b> Maintains high quality.
Remarks:					
4. <b>Quantity of work:</b> Volume of work based upon recognized standards of performance.	<input type="checkbox"/> <b>Unsatisfactory</b> Consistently low and behind schedule.	<input type="checkbox"/> <b>Needs Improvement</b>	<input type="checkbox"/> <b>Meets Expectations</b> Steady producer. Meets recognized standards.	<input type="checkbox"/> <b>Exceeds Expectations</b>	<input type="checkbox"/> <b>Outstanding</b> High output.
Remarks:					
5. <b>Relations with other workers:</b> Disposition, tact, courtesy, enthusiasm and sincerity as they affect fellow workers and others.	<input type="checkbox"/> <b>Unsatisfactory</b> Hinders other employee's work.	<input type="checkbox"/> <b>Needs Improvement</b>	<input type="checkbox"/> <b>Meets Expectations</b> Makes a satisfactory impression.	<input type="checkbox"/> <b>Exceeds Expectations</b>	<input type="checkbox"/> <b>Outstanding</b> Creates very favorable impression.
Remarks:					
6. <b>Dependability:</b> Compliance with instructions and regulations; reliability under varying conditions.	<input type="checkbox"/> <b>Unsatisfactory</b> Frequently undependable.	<input type="checkbox"/> <b>Needs Improvement</b>	<input type="checkbox"/> <b>Meets Expectations</b> Dependable under normal circumstances.	<input type="checkbox"/> <b>Exceeds Expectations</b>	<input type="checkbox"/> <b>Outstanding</b> Thoroughly reliable on assignments.
Remarks:					

**EMPLOYEE EVALUATION FORM – page 2**  
 Unit Members – 12 month schedule

**DATE DUE:**

**NAME:**

7. <b>Attendance and Punctuality:</b> Promptness/regularity in reporting for work.	<input type="checkbox"/> <b>Unsatisfactory</b> High absenteeism. Often late for work.	<input type="checkbox"/> <b>Needs Improvement</b>	<input type="checkbox"/> <b>Meets Expectations</b> Infrequently late/absent from work	<input type="checkbox"/> <b>Exceeds Expectations</b>	<input type="checkbox"/> <b>Outstanding</b> Rarely late/absent from work.
	Remarks:				
8. <b>Leadership:</b> Ability to lead and train others and to get results through teamwork.	If present job requires leadership, or if you have an opportunity to observe evidence of leadership on the job, appraise leadership characteristic below; otherwise disregard this factor.				
	<input type="checkbox"/> <b>Unsatisfactory</b> Unable to get satisfactory output from subordinates.	<input type="checkbox"/> <b>Needs Improvement</b>	<input type="checkbox"/> <b>Meets Expectations</b> Good on regular assignments. Has respect of group.	<input type="checkbox"/> <b>Exceeds Expectations</b>	<input type="checkbox"/> <b>Outstanding</b> Outstanding leader. Maintains high morale and output.
Remarks:					

1. **Overall Evaluation:**     Unsatisfactory         Needs Improvement         Meets Expectations  
     Exceeds Expectations         Outstanding

2. **Signature of Supervisor preparing evaluation:** \_\_\_\_\_

3. **Signature of Supervisor's Manager:** \_\_\_\_\_  
 (Signature required prior to evaluation being reviewed by the employee.)

4. **Reviewed with employee on** Date of review by Reviewer's name, and discussed specific suggestions for his/her development or improvement as noted below:

5. **Employee Certification:** I have reviewed this report. In signing it, I do not necessarily agree with the evaluation. I understand that I have the right to add any comments in the space below (use additional sheets if needed).

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If an extended promotional probationary period is recommended, I agree to the extension. **Y or N** (circle one)

(EMPLOYEE HAS ONE WEEK FROM THE DATE OF THE EVALUATION MEETING TO RESPOND.)

**Signature of Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**DATE DUE:**

**NAME:**

---

**FOR PROBATIONARY (NEW HIRE) EMPLOYEES ONLY**

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6. **Recommendation in view of this appraisal.** The following to be filled out only when preparing the FINAL (11<sup>th</sup> month) evaluation for a probationary employee.

CHECK ONE:

- I recommend that this employee be placed on permanent status.
- I recommend that this employee be terminated during their probationary period effective \_\_\_\_\_  
Comments, if any:

**Signature of Supervisor preparing evaluation:** \_\_\_\_\_

**Signature of Supervisor's Manager:** \_\_\_\_\_  
(Signature required prior to evaluation being reviewed by the employee.)

---

**FOR PROMOTIONAL PROBATIONARY EMPLOYEES ONLY**

---

7. **Recommendation in view of this appraisal.** The following to be filled out only when preparing the FINAL (5<sup>th</sup> month) evaluation for a promotional probationary employee.

CHECK ONE:

- I recommend that this employee be placed on permanent status.
- I recommend that this employee's promotional probationary period be extended an additional 3 months to: \_\_\_\_\_. I believe that specific counseling and assistance for the purpose of development or improvement as specified above in Section 3 will enable the employee to become a satisfactory employee.
- I recommend that this employee not be retained in promotional position effective \_\_\_\_\_.  
(before the expiration of the promotional probationary period) for the following reason(s):

**Signature of Supervisor preparing evaluation:** \_\_\_\_\_

**Signature of Supervisor's Manager:** \_\_\_\_\_  
(Signature required prior to evaluation being reviewed by the employee.)

Revised: 2/1/10 – Tentative Agreement Dated 11/6/09

## **APPENDIX E**

### **CLASSIFIED SALARY SCHEDULES**

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The current classified salary schedules are posted on the District Human Resources website and can be accessed by clicking on the following link:

[http://www.4cd.edu/gb/policies\\_procedures/HR/SalarySchedules.pdf](http://www.4cd.edu/gb/policies_procedures/HR/SalarySchedules.pdf)

## APPENDIX F

### HEALTH AND DENTAL COSTS

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The current Health and Dental Costs list for active regular managers, classified, and certificated employees is posted on the District Human Resources website and can be accessed by clicking on the following list:

<http://www.4cd.edu/hr/benefits/docs/Active%20Employee%20Benefit%20Premium%20Rates%20Fiscal%20Yr%202013-14.pdf>

## **APPENDIX G**

### **RETIREE COSTS FOR HEALTH BENEFITS**

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The current Retiree Costs for Health Benefits list for retired managers, classified, and certificated employees is posted on the District Human Resources website and can be accessed by clicking on the following list:

<http://www.4cd.edu/hr/benefits/docs/Premium%20Rates%20-%20Retirees%202013-2014.pdf>

## APPENDIX H

# EXPEDITED LABOR ARBITRATION RULES

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1. **Agreement of Parties:** These rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtaining at the time the arbitration is initiated.
2. **Appointment of Neutral Arbitrator:** The parties may mutually agree upon the selection of a neutral by striking names from a list supplied by the California PERB, State Conciliation Service, Federal Mediation and Conciliation Service or other recognized neutral board, or the parties may designate as an outside neutral board appoint a single neutral Arbitrator from its Panel of Labor Arbitrators, who shall hear and determine the case promptly.
3. **Initiation of Expedited Arbitration Proceeding:** Cases may be initiated by joint submission in writing.
4. **Qualifications of Neutral Arbitrator:** No person shall serve as a neutral arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting an appointment, the prospective arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such the arbitrator shall be removed from the list and a successor shall be requested from submitting organization.
5. **Vacancy:** The outside neutral board is authorized to substitute another arbitrator if a vacancy occurs or if an appointed arbitrator is unable to service promptly.
6. **Time and Place of Hearing:** The arbitrator shall fix a mutually convenient time and place of the hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally.
7. **Representation by Counsel:** Any party may be represented at the hearing by counsel or by the exclusive representative.
8. **Attendance at Hearings:** Persons having a direct interest in the arbitration are entitled to attend hearings. The arbitrator may require the retirement of any witness during the testimony of other witnesses. The arbitrator shall determine whether any other person may attend the hearing.
9. **Oaths:** The arbitrator may require witnesses to testify under oath.
10. **No Stenographic Record:** There shall be no stenographic record of the proceedings.
11. **Proceedings:** The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing, within five days.

12. **Arbitration in the Absence of a Party:** The arbitration may proceed in the absence of any party who, after due notice, fails to be present. The arbitrator shall give only procedural cognizance to the party's absence.
13. **Evidence:** The arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
14. **Evidence by Affidavit and Filing of Documents:** The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing. There shall be no post hearing briefs.
15. **Close of Hearings:** The arbitrator shall ask whether parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall then ask for closing comments by both parties, and thereafter declare and note the hearing closed.
16. **Waiver of Rules:** Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state his objections thereto in writing shall be deemed to have waived his right to object.
17. **Serving of Notices:** Any papers or process necessary or proper for the initiation or continuation of an arbitration under these rules and for any court action in connection therewith or for the entry of judgment on an award made thereunder, may be served upon such party (a) by mail addressed to such party or its attorney at its last known address, or (b) by personal service, or (c) as otherwise provided in these rules.
18. **Time of Award:** The advisory award shall be rendered promptly by the arbitrator not later than five business days from the date of the closing of the hearing.
19. **Form of Award:** The awards shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.
20. **Delivery of Award to Parties:** Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the arbitrator, addressed to such party at its last known address or to its attorney, or personal service of the award, or the filing of the award in any manner which may be described by law.
21. **Expenses:** The expenses of witnesses for either side shall be in accordance with its agreement between the Union and the District.
22. **Interpretation and Application of Rules:** The arbitrator shall interpret and apply these rules insofar as they relate to his powers and duties. All other rules shall be interpreted and applied by the organization from which the arbitrator was selected.

# APPENDIX I

## RECLASSIFICATION PROCESS TIME LINE

### October 1 - September 30

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#### October

- Select committee
- Set calendar for the year - first week in October
- Select Training Committee
- Send informational notice to employees

#### November

- Training available - second week of November
- Classified Job Analysis Questionnaire available

#### December

- Employees working on reclassification applications

#### January

- Reclassification applications must be in the District Human Resources Office by January 15<sup>th</sup>.
- District Human Resources will send reclassification application packets to managers for input and return by February 17<sup>th</sup>.

#### February

- District Human Resources assembles materials for Reclassification Committee members to include completed job analysis questionnaire, manager's input, and Board approved job description.
- Reclassification Committee convenes to review requests – last week of the month.
- Send status notices.
- Send ten day notices for additional information.

#### March

- Reclassification Committee reconvenes to consider reapplications.
- Send applications forward to Principal HR Representative – March 31<sup>st</sup> at the latest.

#### April

- Principal HR Representative receives materials and begins job audits.

#### May-June

- Audits continue.

#### July

- Committee receives Principal HR Representative's results – first week of July.
- Committee issues reclassification recommendations – July 31<sup>st</sup>.

#### August

- Appeal process begins. If successful, retroactive to October 1.

#### September

- Classification results sent to the Chancellor for approval of the Governing Board and effective October 1.

(Time line may vary slightly from year to year)

**APPENDIX J**  
**CASH ELECTION IN-LIEU OF MEDICAL BENEFITS**

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**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

Employee Name: \_\_\_\_\_

Datatel ID #: \_\_\_\_\_ Campus \_\_\_\_\_

**CASH ELECTION**

I acknowledge that **I HAVE SUBMITTED AN AFFIDAVIT OF OTHER HEALTH INSURANCE COVERAGE** and consequently elect to waive my Health Insurance benefits through the CONTRA COSTA COMMUNITY COLLEGE DISTRICT. By waiving this benefit, I understand that I will receive a monthly amount in taxable earnings equal to the Kaiser single rate effective during the term of this agreement.

**THIS AGREEMENT WILL NOT BE IMPLEMENTED UNTIL THE APPROPRIATE DOCUMENTATION HAS BEEN RECEIVED AND VERIFIED.**

**ELECTION AUTHORIZATION**

By signing this agreement, I understand the following provisions:

The above election **MAY NOT BE CHANGED** except during Open Enrollment; or upon a change in my family status such as:

*Marriage/Divorce*

*Birth/Death*

*Commencement/Termination of Spouse's Employment*

*Change in Employment Status, the employee or spouse*

*Taking an unpaid Leave of Absence; or a significant change in the Health Coverage of the Employee or Spouse.*

Election changes must be made within 30 days of the event.

**WRITTEN NOTIFICATION MUST BE RECEIVED IN DISTRICT PAYROLL SERVICES IN ORDER TO TERMINATE THIS ELECTION.**

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Employee Signature

Date

The current Cash Election In-Lieu of Medical Benefits form is posted on the District Human Resources website and can be accessed by clicking on the following list:

<http://www.4cd.edu/hr/benefits/docs/Cash%20Election%20Form.pdf>



## APPENDIX K COMPENSATION FORMULA

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**Compensation:** The parties agree to a two-year compensation plan. For 2013-14, salary schedules will be increased by 2%. A formula will be used to determine salary changes for 2014-15.

Local 1 and CCCCDCD remain committed to working in partnership to address financial challenges. Our goals include reaching the top third of the Bay 10 in total compensation for classified staff while working collaboratively to improve district-wide efficiency and productivity.

### **2013-14:**

- For the 2013-14 fiscal year, all Local 1 represented salary schedules will be increased by 2% as “fronted COLA” from District Reserves.
- District will cover its full share (94%) of any increase in health care premiums.
- District will cover step and column increases.
- If the State’s COLA percentage for 2013-14 exceeds 2%, the agreement may be reopened.

### **2014-15:**

Salary changes will be determined by the following formula. This formula allocates to employees 88% of all new, ongoing revenues as an increase in their total compensation. The *salary* increase will be based on all the money left after subtracting the costs of other compensation: benefits; and step and column increases.

The total dollars available for distribution are the Local 1 represented employees’ percentage share of total labor expenses calculated as follows:

- 1) Added to the distribution amount is 88% of all new, unrestricted, on-going funds including but not limited to the following:
  - a) 2013-14 State Statutory COLA and other new ongoing allocations.
  - b) 2014-15 State Statutory COLA and other new ongoing allocations.
  - c) 2013-14 actual growth or restoration.
  - d) 2013-14 and 2014-15 net savings realized through increased efficiency including productivity ratio improvements and savings from retirements.
- 2) Subtracted from the distribution amount are new, ongoing, Local 1 represented employees’ compensation related expenditure increases, including but not limited to the following:
  - a) 2013-14 “fronted COLA” of 2%.
  - b) 2013-14 “costs” of growth, to be calculated using our existing formula.
  - c) 2013-14 and 2014-15 District-paid health benefit premium increases.
  - d) 2013-14 and 2014-15 cost of step-column-longevity increases.
  - e) 2013-14 and 2014-15 net costs associated with other parts of any agreements related to compensation for Local 1 represented employees.

If the State’s COLA percentage for 2014-15 is greater than the formula-produced salary increase for 2014-15, this agreement may be reopened.

If this formula results in a total compensation percentage-increase that fails to exceed 2% plus the health benefits percentage-increase plus the step-column-longevity increase, the full compensation agreement will sunset at the end of 2014-15.

This agreement does not prevent either side from reopening for 2014-15 if there are unanticipated, substantial changes in revenues or expenses.

**Benefits Premiums Co-Pays for Those Reduced in Time:** Employees reduced in weekly hours of work (FTE) as a result of reductions in fiscal years 2010-11, 2011-12, and 2012-13, shall have the District's share of the costs of benefits premiums restored to the level of the FTE for which they have permanency for the duration of their 63-month reemployment rights, or until such rights are exercised or refused. District and Local 1 shall meet and agree on the list of eligible employees.

**Vacation-in-Lieu of Furlough for Those Reduced in Months of Service:** For the duration of this agreement, or, if sooner, until their 63-month reemployment rights are exercised or refused, employees reduced in months of service (furloughed) as a result of reductions in fiscal years 2010-11, 2011-12, and 2012-13, may take up to 80 hours of available vacation hours in-lieu of furlough per fiscal year. Utilization of vacation in-lieu of furlough, per this provision, is at the member's discretion. District and Local 1 shall meet and agree on the list of eligible employees.

Funding for this provision shall be allocated from the Local 1 Substitute Pay Fund (Article 7.7.4) and/or Classified Employees Enhancement Program (CEEP) funds (Article 24.5) as needed. This provision in no way impacts allocation, accrual, or usage of otherwise available funds in these accounts except as noted above.