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***AGREEMENT***  
**between**  
**THE BOARD OF TRUSTEES**  
**of the**  
**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**  
**and**  
**LOCAL 715**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**For**  
**Unit I**  
**as defined by**  
**Public Employment Relations Board**

*November 1, 1998 - October 31, 2001*

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**P R E A M B L E**

This *Agreement* is made and entered into this 1<sup>st</sup> day of March, 1999 between the Board of Trustees of the Foothill-De Anza Community College District, hereinafter referred to as the District, and Local 715, Service Employees International Union, hereinafter referred to as SEIU.

The purpose of this *Agreement* is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

**Foothill-De Anza Community College District**

By \_\_\_\_\_  
Leo Chavez, Chancellor

**Service Employees International Union, Local 715**

**Negotiations Team Members**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Stan Cross Javier Rueda

By: \_\_\_\_\_ By: \_\_\_\_\_  
Allen R. Frische Judith Shouman

By: \_\_\_\_\_ By: \_\_\_\_\_  
Phyllis Garrison Roberto Sias

By: \_\_\_\_\_ By: \_\_\_\_\_  
Lisa Hocevar Kristina M. Sermersheim, Chief Negotiator

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## ARTICLE 1

### RECOGNITION AND EFFECT OF AGREEMENT

- 1.1 The District hereby recognizes Local 715, SEIU (herein referred to as the Union) as the exclusive bargaining representative in Unit 1 for all classified workers holding those positions listed in Appendix E. All newly created positions, except those that are faculty positions, or which are Blue Collar or skilled trades and crafts (Unit A) or are designated by the PERB as management or confidential positions shall be assigned to the bargaining unit. The bargaining unit may be expanded to other classes by mutual agreement of the District and the Union subject to the rules of the PERB.
- 1.2 This *Agreement* shall supersede any rules, regulations, policies or practices of the District. In the absence of specific provisions of this *Agreement*, the adoption or modification of rules, regulations, policies, and practices is discretionary with the District; provided, however, the District shall notify Local 715 prior to any implementation, and shall afford sufficient time to negotiate over the effects of such a change, or to meet and confer.
- 1.3 If any provision of this *Agreement* is held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this *Agreement* so long as it can be given effect without the invalid provision. To this end the provisions of this *Agreement* are severable.
- 1.4 This *Agreement* expresses the entire understanding between the parties with respect to all matters within the scope of representation as defined by the Government Code Section 3543.2 and supersedes all previous agreements between the parties, whether written or oral. During the term of this *Agreement* the parties expressly waive the right to meet and negotiate with respect to any matter, whether addressed in this *Agreement* or not, even though such matter may not have been within the contemplation of either or both parties at the time this *Agreement* was negotiated and executed. Notwithstanding such waiver, if any provision of this *Agreement* is rendered invalid, the parties agree to meet and negotiate upon request of either party for the purpose of arriving at a mutually satisfactory replacement for the invalidated provision. Further, the parties reserve the right to revise or amend this *Agreement*, or any provision thereof, by mutual consent expressed in a written document signed by both parties.

## **ARTICLE 2**

### **NO DISCRIMINATION**

- 2.1 Neither the District nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against members of the bargaining unit because of the exercise of rights to engage in or refuse to engage in Union activities. The District shall not discriminate against a worker because of race, gender, political activity, sexual orientation, age, mental or physical disability or religion. Allegations of discrimination, which may be referred to a state or federal administrative agency, shall not be subject to the grievance procedure.

## ARTICLE 3

### UNION SECURITY

#### 3.1 **Check off:**

Local 715 shall have the sole and exclusive right to have membership dues, initiation fees, and service fees or other fees as prescribed in its bylaws deducted by the District for workers in the bargaining unit.

#### 3.2 **Dues Deduction:**

3.2.1 The District shall deduct dues from the wages of all workers who are members of Local 715 on the effective date of this *Agreement*, and who have submitted dues authorization forms to the District. Members shall have at least the minimum monthly dues deducted for any month in which they work in their classification.

3.2.2 The District shall deduct fees and dues from the wages of all workers who, after the ratification date of this *Agreement*, become members of Local 715 and submit to the District a dues authorization form.

#### 3.3 **Service Fee:**

3.3.1 Every worker in the bargaining unit who is not a member of Local 715 within 30 days of the effective date of this *Agreement*, and every worker who hereafter comes into the bargaining unit, shall, within 30 days of the effective date of this *Agreement* or within 30 days of his/her employment, whichever is later, either apply for membership and execute an authorization for dues deduction on a form provided by the Union or execute a payroll deduction form authorizing the District to deduct from his/her wages the amount specified by the Union as a service fee. Service fees shall not exceed the cost of membership dues. If a worker fails to authorize a deduction either for dues or for a service fee within the 30 days specified and fails to provide the District with proof that he/she has paid dues or the service fee directly to Local 715, the District shall automatically commence a deduction for a service fee from the wages of that worker.

3.3.2 Notwithstanding any other provision of this article, any worker:

3.3.2.1 who has a sincere philosophical objection to contributing funds for worker representation and who has not in the past paid dues or service fees to any worker organization for the purpose of being represented in relations with his/her employer; or

3.3.2.2 who is a member of a bonafide religious body whose traditional tenets or teachings include objections to joining or financially supporting public sector labor organizations, may file an "Objection to Payment of

Fees” under Subsection 3.3.3.

3.3.3 An “Objection to Payment of Fees” shall be filed with Local 715 and the Director of Human Resources in writing and shall include:

3.3.3.1 for workers who qualify under Subsection 3.3.2.1, a statement of the nature of the worker’s objection and certification that the worker has not in the past paid dues or service fees to any worker organization for the purpose of being represented in relations with his/her employers; or

3.3.3.2 for workers who qualify under Subsection 3.3.2.2, a statement signed by the worker identifying his/her religious affiliation and explaining the tenet or teaching under which the objection is made. To qualify as a conscientious objector, the worker must submit a notarized statement signed by an official of the bonafide religious affiliation and certifying the person’s membership.

3.3.4 In lieu of dues or service fees, any worker who qualifies under Subsection 3.3.2 shall pay a charity fee. Such fee shall be equal to the service fee and shall be deducted from the pay check. It shall be forwarded to one of the three mutually agreed upon charities (Red Cross, Aris Project, Girl Scouts). These charities cannot benefit either the District or the Union and must qualify as 501.c(3) charities. The Union shall be notified quarterly that such payments to the charity have been made.

#### 3.4 **Enforcement:**

3.4.1 Upon receipt of a properly executed payroll deduction form pursuant to either Section 3.2 or 3.3, the District shall deduct from each salary warrant due the worker in the bargaining unit, an amount determined by the Union. Any changes in amount which are made known to the District on or before the 10th day of the month for which the deduction is to be made, will be charged. The District shall promptly remit the entire amount to Local 715. The District shall have no other obligation with respect to the amount deducted pursuant to this article, whether expressed or implied.

#### 3.5 **Voluntary Payroll Deductions:**

Dues may not be deducted for any “employee organization” as defined in Government Code Section 3540.1 except for Local 715, SEIU. A worker may elect to have deductions of at least \$2.00 per item made from his/her monthly salary for the following:

3.5.1 Payment to tax-deferred annuities.

- 3.5.2 Payment to a credit union.
- 3.5.3 Purchase of government savings bonds.
- 3.5.4 Premiums for insurance sponsored by a professional association or the Union.
- 3.5.5 Contributions to any scholarship fund administered by the District or by the Union.
- 3.5.6 Contributions to a student loan fund or a student assistance fund administered by the District.
- 3.5.7 Contributions to the Foothill-De Anza Foundation.
- 3.5.8 Contributions to United Way. (Contributions to another charitable organization may be arranged providing at least twenty-five District workers agree to authorize deductions.)
- 3.5.9 Such other payments or contributions as may be mutually agreed upon by the District and the Union, provided that 25 or more workers agree to authorize the deduction. (Workers who, on or before July 1, 1986, were deducting less than \$2.00 for a specific item shall be permitted to maintain that deduction under this subsection.)
- 3.5.10 Contributions to the Committee On Political Education (C.O.P.E.) administered by Local 715.

ARTICLE 4  
**TEMPORARY WORK**

- 4.1 Work that would normally be assigned to a member of the bargaining unit may be assigned to unrepresented temporary workers only under the following conditions:
- 4.1.1 Article 11.1 is not violated;
  - 4.1.2 The work is:
    - 1. seasonal, to cover a peak work load or emergency situation; or
    - 2. intermittent, less than 20 hours/week; or
    - 3. temporary, to cover special projects or leave replacements; and
  - 4.1.3 The work is less than 195 days.
- 4.2 Bargaining unit members who are currently employed as permanent workers may be considered for temporary, intermittent and/or seasonal work if:
- 1. the worker is currently employed less than full time;
  - 2. the worker is qualified to perform all of the functions of the position, and
  - 3. the assignment will not result in an increase in the worker's regular assignment or more than a full time position.
- 4.2.1 Human Resources will provide a list of permanent workers interested in temporary assignments, along with their skills and experience, to each Local 715 steward and to supervising managers to access when looking for a temporary worker. Changes provided by workers will be included on updated lists which will be distributed no more than every two weeks. Supervising managers shall give primary consideration to qualified permanent workers who apply for temporary assignments. Human Resources will provide a list of people hired in temporary assignments to the Union monthly.
- 4.3 Each calendar year as summer temporary positions become available, they will be offered to interested academic day, 10 month, 11 month, or less than full time workers who perform comparable duties. If the worker declines, then the provisions of 4.2.1 shall apply.
- 4.4 This Article shall not apply to workers hired as professional experts or substitutes in a vacant position under the provisions of the Education Code.

ARTICLE 5  
**UNION RIGHTS**

- 5.1 Local 715 shall have the following rights in addition to the rights contained in any other article of this *Agreement*:
- 5.1.1 The right of access at reasonable times to areas in which workers work as long as there is no disruption of work.
  - 5.1.2 The right to use without charge institutional bulletin boards, mailboxes, the District mail system, and other District means of communication for the posting or transmission of information or notices concerning Union matters.
  - 5.1.3 The right to use without charge institutional equipment, facilities, and buildings at reasonable times, upon clearance from the appropriate administrator and reasonable payment for materials used.
  - 5.1.4 The right to receive two copies of any budget or financial statement submitted at any time to the Board of Trustees and the right to examine public records relevant to the preparation of the annual District budget.
  - 5.1.5 The right to released time for up to 120 hours annually to attend Union conferences/conventions.
  - 5.1.6 The right to released time of 15 hours per month for the purpose of conducting business that pertains to Local 715. The members of the Union who are to receive this released time shall be designated once each year, but may be changed by the Union where a re-election has taken place. These designations shall be reported to the Director of Human Resources, who will notify the appropriate supervisors.

The Chair of the Chapter or designated alternate(s) shall have the right to a maximum of 10 additional hours of released time per month, during regular work hours, for the purpose of fulfilling the responsibilities of the Chair in conducting business which pertains to the Union. Scheduling of the 10 additional hours of released time shall be mutually agreed upon between the Chapter Chair (or designated alternate) and his/her supervisor.

In addition, the right to released time for members of the executive counsel of Foothill-De Anza Chapter of Local 715 for a maximum of two meetings per month not to exceed two hours in length.

Released time shall not be used at times that would require a worker to work in a paid status at the overtime rate or if, due to emergency, an adequate level of service could not be maintained in the absence of the released worker.

Time spent as an official representative of Local 715, SEIU on official committees of either the colleges or the District is assigned time and shall not be regarded as

released time.

5.1.7 The right to participate with the District in the planning and presentation of orientation sessions on this *Agreement* for bargaining unit workers and their supervisors.

5.1.8 The right to receive a copy of the seniority roster.

5.2 **Appointments to College or District Committees:**

Classified workers from this unit who serve on official committees of the District or a College as representatives of this unit, rather than as representatives of specific departments or programs, shall be appointed by Local 715.

5.3 **Distribution of Agreement:**

Within 60 calendar days after the signing of this *Agreement*, the District/Local 715 shall duplicate a copy of this *Agreement* for every worker in the bargaining unit. Cost of duplication shall be shared equally by the District and SEIU, Local 715, with mutual agreement on the printing facility. Any worker who becomes a member of the bargaining unit after the execution of this *Agreement* shall be provided with a copy by the District at the time of employment. In addition, the District shall provide all workers with a copy of any written changes agreed to by the parties during the life of this *Agreement*.

Before the contract is printed, the parties shall agree to the format of the *Agreement* and its amendments.

5.4 **Union "Bug":**

Union members shall have the right to include the Union label on all books, reports, brochures, stationary or other documents produced by the District in accordance with customary printing trades practices unless the person ordering the printing marks an objection on the appropriate form.

## ARTICLE 6 STEWARDS

### 6.1 **Number:**

The District recognizes the right of the Union to designate up to 14 stewards and 14 alternates provided that an alternate will be released to perform the duties of a steward only when the steward is unable to perform those duties.

### 6.2 **Notification:**

Once a year, the Union shall notify the Director of Human Resources, with a copy to the supervisor, of the names of the stewards and alternates and the group they represent. If a change is made, the District shall be advised in writing of such change.

### 6.3 **Leaving His/Her Assignment:**

After notifying her/his immediate supervisor, the steward shall be permitted to leave her/his normal work during reasonable times in order to assist in informal resolution of potential grievances and in investigation, preparation, writing, and presentation of grievances. The stewards shall advise the supervisor of the grievant of her/his presence. The steward is permitted to discuss any problem with all workers immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure, if possible on an informal basis.

### 6.4 **Emergencies:**

If, due to a bonafide emergency, an adequate level of service cannot be maintained in the absence of a steward where he/she is requested to assist, the steward shall be permitted to leave her/his normal work only after the emergency no longer exists.

### 6.5 **Authority:**

Stewards shall have the authority to file grievances as specified in Article 12, Section 12.2.2.

ARTICLE 7  
**EMPLOYMENT PRACTICES**

7.1 **Selection:**

Persons already in the employ of the District shall be given notice of new or vacant positions by posting of openings on bulletin boards throughout the District. Notice of openings shall also be distributed to the Local 715 Chapter Chair, and a copy will be sent to the Union office.

7.2 **In-Service Training:**

Each supervising manager or department head develops procedures whereby a worker receives training in the job assignment and is encouraged to learn the complete function of the department. In-service training classes are organized when needed. Workers are encouraged to enroll in outside courses in order to increase job knowledge and efficiency and to attend appropriate conferences. (See Professional Growth Award, Section 8.5.)

If a worker and the supervising manager can make mutually agreeable arrangements for making up lost time, a worker may enroll in a class, typically on one of the campuses, during normal working hours. If a supervisor recommends that a worker enroll in a specific class in order to improve efficiency in the present position, the District will reimburse the worker after the class has been completed for any fees and/or books required for the class. If a supervising manager requires a worker to enroll in a class, the worker will receive released time for attendance if necessary and reimbursement for all fees and/or books required for enrollment in the class.

All workers are encouraged to enter into in-service training. In-service training is especially encouraged as part of the affirmative action program in order that ethnic minorities and women may become eligible for promotions.

7.3 **Probationary Employment:**

7.3.1 Workers who are employed for the first time or are re-employed by the District after resignation serve for a period of one year from the date of employment or re-employment as probationary workers. At the end of the second and fifth months of employment they will receive written evaluations of their work and their progress towards permanency.

7.3.2 A probationary worker may be released at any time that the supervising manager and the Office of Human Resources determine that the worker's performance is unsatisfactory. The notice of release will be presented to the worker in writing with a copy to the Union. The probationary worker shall receive five (5) days notice or five (5) days pay. This five days does not extend the probationary period.

7.3.3 A permanent worker who changes job classification by movement on a promotional

ladder shall not be subject to probationary status.

7.3.3.1 The worker shall transfer to the new position on a date mutually agreed upon by the two supervisors, but in no event shall the effective date of the promotion be delayed more than 10 working days from the date of the appointment.

7.3.4 **Promotional Probationary Period:**

For a permanent worker who changes job classification due to promotion (except as noted in Section 7.3.3), probation shall be for six months, unless the worker is released from the new job before this time. At the end of the second month on the new job, the worker shall receive a written evaluation of his/her performance and progress towards permanency. The worker retains permanent status in the District and is only probationary in the new job. If he/she is released from the new job during the six month probationary period, the Director of Human Resources shall assign the worker to a position in the class in which he/she holds permanency. He/she will be reinstated as a permanent worker, and his/her seniority at the higher position shall be credited to his/her seniority in the lower class. Workers who successfully complete probation shall have their annual step date adjusted to reflect the six month probationary period.

7.4 **Recommendation for Permanency:**

During the month before a worker completes his/her probationary period, he/she will be reviewed for advancement to permanency. At this time, the District must determine whether to grant permanency. The supervising manager will review all of the worker's evaluations in reaching this determination.

7.4.1 If the supervising manager decides that employment will be continued, permanency will be recommended in writing through the regular evaluation form and will be approved by the supervising manager. This decision will be reviewed with the worker. The recommendation will be forwarded to the Office of Human Resources.

7.4.2 If the supervising manager does not recommend that the worker be granted permanency, employment shall be terminated.

7.4.3 Once the worker has been granted permanency, he/she may only be dismissed for cause. (See Article 16, Disciplinary Action.)

7.4.4 A permanent worker remains subject to layoff for lack of work or lack of funds in accordance with his/her seniority and displacement rights, if any. (See Article 11, Section 11.1, Layoff.)

7.5 **Transfer:**

- 7.5.1 Workers may request a transfer to another position.
- 7.5.2 Transfers may also be initiated by the administration to adjust for overages in staff, to meet the need for special skills, or to alleviate special problems. The supervisor will explain to the worker prior to the transfer the hours of work, location, immediate supervisor's name, and reasons for transfer. When a worker is transferred from one position in the District to one which is under a different supervising manager, the two supervising managers will arrange a mutually acceptable date of transfer. The transfer will take place as soon as feasible, but in no case may it be delayed longer than ten working days after the Office of Human Resources has been notified officially by the supervising manager that a worker is being transferred.
- 7.5.3 Transfers shall not be used as a form of discipline.

7.6 **Reorganization:**

Reorganizations of positions within an organizational unit as a result of new, improved or different service requirements shall be recommended by management and handled through the normal meet and confer process.

- 7.6.1 When a supervising manager plans to reorganize his or her department, the District shall notify the Union and the appropriate Chief Steward in writing. This notification shall include: the proposed changes; impact, if any, on workers; date of proposed implementation; and the reason for the change. If the Union does not respond within 15 working days, the changes shall be implemented as proposed.
- 7.6.2 If there is a request to meet, the parties shall meet and confer over the impact of the proposed reorganization. If no agreement is reached regarding job classification, the parties will use the appeal procedures of Article 15, Sections 15.5 and 15.6.
- 7.6.3 It is understood that reorganizations may result in reclassifications of filled or vacant positions, reassignments, schedule changes, and promotions. No reorganization shall take place without this process.

7.7 **Work Year:**

All workers in the bargaining unit shall be employed as 12-month, 11-month, 10-month or academic-day workers.

- 7.7.1 The work year for each 12-month worker shall be 12 months every fiscal year.
- 7.7.2 The work year for each 11-month worker shall be 11 months every fiscal year with the worker in non-paid status for four consecutive weeks or one month between the last day of the spring academic term and the first day of the fall academic term. Selection of the specific period during which an 11-month worker is to be in non-

paid status shall be determined by mutual agreement between the worker and his/her supervising manager based on program needs or, if a mutual agreement cannot be reached, by the reasonable needs of the District determined by the President or the Chancellor for Central Services.

In the event that either the District or an eleven (11) month worker wishes to have the worker's unpaid time off taken at a time other than that provided for in this section, the consent of the District, the worker and the Union is required no later than six months prior to implementation of the leave. Accommodation of any such request shall not result in a reduction in contract for any position(s) in that department.

- 7.7.3 The work year for each 10-month worker shall be 10 months every fiscal year with the worker in non-paid status for eight consecutive weeks or two months between the last day of the spring academic term and the first day of the fall academic term. Selection of the specific period during which a 10-month worker is to be in non-paid status shall be determined by mutual agreement between the worker and his or her supervising manager based on the needs of the program or, if a mutual agreement cannot be reached, by the reasonable needs of the District as determined by the President or the Chancellor for Central Services.

In the event that either the District or a ten (10) month worker wishes to have the worker's unpaid time off taken at a time other than that provided for in this section, the consent of the District, the worker and the Union is required no later than six months prior to implementation of the leave. Accommodation of any such request shall not result in a reduction in contract for any position(s) in that department.

- 7.7.4 The work year for each academic-day worker shall be 176 days of the academic calendar. Each academic day worker shall be paid as a 10-month worker but only for days worked, for each of the holidays that falls between the first day of the fall academic term and the last day of the spring academic term, and for each day of earned vacation, which must be taken between the beginning of the fall academic term and the end of the spring academic term.

- 7.7.5 Any 11-month, 10-month, or academic day worker whose contract is extended beyond the worker's regular work year shall be paid a pro rata amount for the additional time worked and shall accrue benefits for the additional time worked at the worker's normal rate of accrual.

- 7.7.6 When an 11-month, 10-month, or academic-day contract has been extended for 2 consecutive years, the District and the Union shall meet and confer to determine whether the contract should be extended permanently.

- 7.7.7 All 11-month, 10-month, and academic day workers shall earn pro-rated vacation leave, sick leave, and service recognition awards, and shall receive all paid benefits. To have paid benefits continue during the summer months each 11-month, 10-month, and academic day worker must, file a statement with the Director of Hu-

man Resources setting forth the worker's intent to return to work and, for 10-month and 11-month workers, the weeks during which the worker will be in non-paid status. The Office of Human Resources shall send out required forms to each affected worker not later than May 15.

## 7.8 **Termination:**

### 7.8.1 **Notice of Resignation:**

A worker who wishes to leave the service of the District in good standing must file with the Board of Trustees through the supervisor a written resignation giving the District reasonable notice of the last date of service. The Chancellor or designee is authorized by the Board to officially accept the resignation of any worker. The resignation of the worker shall be final and effective at the time of receipt by the Chancellor or designee.

### 7.8.2 **Abandonment of Position:**

If a worker is absent for three working days without leave or without having notified her/his supervisor, the absence will be an automatic resignation from the District. A worker may request reinstatement from such a resignation. If the District has given the worker written notice of the automatic resignation, any request for reinstatement must be filed with the Director of Human Resources within 15 days of this notice. Reinstatement may be granted only if the worker makes a satisfactory explanation of the cause of her/his absence and for failure to notify her/his supervisor. Reinstatement will be determined by the supervising manager in consultation with the Director of Human Resources or his/her designee.

### 7.8.3 **Paid Benefits and Leave Credit upon Termination:**

A worker who terminates employment in the District shall receive paid benefits and leave credit through the end of the month in which the termination is effective.

## 7.9 **Reemployment:**

If a former classified worker is re-employed within one calendar year of the last date of the former period of employment with the District and he/she left the District for any reason other than dismissal for cause or abandonment of position, he/she shall regain hours in paid status for seniority purposes, accumulated sick leave, unused personal leave, and former vacation status. A former worker is re-employed in probationary status in accordance with Section 7.3.

## 7.10 **Evaluation of Performance:**

Evaluations of worker performance are made on a regular schedule (see Sections 7.3 and 7.4). The evaluation process serves as an opportunity for both the worker and the administrator to clarify expectations and goals for performance of the worker's job duties and responsibilities. The evaluation is a written assessment of the worker's performance and enhances communication between the worker and administrator. The performance evaluation should communicate performance standards for the position and encourage growth and development/improvement of performance for the future. Each evaluation must be signed by the supervising manager and the worker to indicate that it has been discussed. The worker may comment in writing on the evaluation form (within 10 days of receipt of evaluation), which then is filed in the official personnel file.

#### 7.11 **Personnel Records:**

All personnel files shall be kept in confidence and shall be available for inspection only to officials of the District in the proper administration of the District's affairs or the supervision of the worker. Information from the employment records of a classified worker shall not be released outside of the District without the consent of the classified worker unless the release is compelled by law or by a judicial order or lawfully issued subpoena. A steward or other representative of the Union shall be authorized to review a personnel file only with written consent of the worker.

The Office of Human Resources maintains a complete file of records on each classified worker of the District. Except for routine records, no items will be placed in a personnel file without the knowledge of the worker. A worker may examine the contents of this file, with the exception of confidential letters of reference and comments of interviewers. No document may be removed from the file, but the worker or the Union may receive a photocopy of any item on request. Each person's folder will normally contain the following items:

- 7.11.1 The original application form;
- 7.11.2 Confidential references and interview comments;
- 7.11.3 Records of all job classifications, assignments and pay changes;
- 7.11.4 The original copies of all evaluations;
- 7.11.5 Copies of garnishments and other legal papers processed by the District;
- 7.11.6 Changes of name or address;
- 7.11.7 Other pertinent data concerning the worker.

The worker must read and sign all evaluations and contract changes before these are added to the permanent file. In signing, the worker does not necessarily agree with or accept the terms of the document, but merely acknowledges that he/she is aware of the terms of the contents. Refusal to sign may lead to disciplinary action.

In cases where the District has received information concerning a worker which is damaging to her/his character or reputation, the Director of Human Resources will seal this information in an envelope to be opened only by her/him, the President of either campus, the Chancellor/Superintendent, the Board of Trustees, or the worker or his/her representative as designated in writing. Whenever such information is placed in a file the worker will be notified.

An official personnel file of each worker shall be maintained. Any working files kept by any supervising manager may contain material that is appropriate to day-to-day supervision. However, no adverse action of any kind shall be taken against the worker based on materials which are not in the official personnel file. Information in the supervising manager's working file may contain backup information to official material in process before being placed in the official file, or unofficial day-to-day information.

The worker shall be given an opportunity during working hours and without loss of pay to initial and date any derogatory written material and to prepare a written response to such material before it is placed in her/his personnel file. The written response shall be attached to the material. All materials in the personnel file must be dated and the source indicated. If other than routine material, it must be signed by the originator.

Any worker shall have the right at any reasonable time and without loss of pay to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to his/her employment.

All derogatory materials except official evaluations and court orders, if the worker so requests, shall be removed from the worker's personnel file and destroyed after remaining in the file for a period of two years unless there is a legal prohibition against such destruction. If there is such prohibition, such material shall be sealed and kept with the personnel file.

#### 7.12 **The Hiring of Relatives:**

The District does not prohibit the employment of relatives or domestic partners in the same department or division provided that neither relative/partner participates in or in any way influences recommendations or decisions specifically affecting the appointment, retention, evaluation, tenure, work assignment, promotion, demotion or salary of the other relative/partner; or in any action, event, or circumstance where a real or perceived conflict of interest may exist for the parties.

In those instances where developments cause one relative/partner to have recommending or decision making responsibilities over another relative/partner, the District may transfer one of the parties. If a transfer is not possible, these functions, as they apply to the related persons shall be performed by the next higher level of supervision/administration in the department or division until a transfer can be accomplished.

#### 7.13 **Change of Address:**

In order that the District may maintain an accurate listing of the complete names, telephone numbers, and mailing addresses of all workers, each worker shall be responsible for reporting any changes to the Office of Human Resources within ten days of any such change.

7.14 **Tuberculosis Examination:**

Each new worker of the District must provide written evidence that he/she has been examined for tuberculosis within 60 days before the beginning of work. The worker may not begin work unless this examination demonstrates freedom from active tuberculosis.

In order to continue employment with the District, each worker must provide evidence of a test demonstrating freedom from tuberculosis every four years. The District will pay the cost of such examinations if they are conducted in institutions specified by the District.

Any worker found to have active tuberculosis shall be placed on leave of absence, subject to the usual sick leave and income protection insurance benefits. The worker shall not return to duty until a certificate signed by a physician is presented, stating freedom from active tuberculosis.

7.15 **Employment Vacancies:**

7.15.1 **Posting of Notice:**

- a. Notice of all position vacancies shall be posted on bulletin boards in prominent locations at each District work site and department and shall be available to individual workers at the Office of Employment Services. A copy shall be sent to the Union.
- b. Each notice of vacancy shall remain posted for at least 7 calendar days and until the position has been filled.
- c. A worker on leave or layoff may receive notices of all position vacancies by mail if he/she so requests of the Director of Human Resources before the beginning of the leave or layoff.

7.15.2 **Form of Notice:**

A notice of vacancy shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range and deadline for filing to fill the vacancy.

7.15.3 **Application:**

A worker may apply for any vacant position by submitting application materials

outlined on the official position announcement to the Office of Employment Services within the specified application period. A worker on leave or vacation may authorize a Union representative or steward to apply on the worker's behalf.

7.16 **Promotion:**

Promotion is the selection of a worker, through the application process, for a vacant position in a higher classification.

7.16.1 Selection for Promotion:

- a. In order to be promoted a worker must apply for the position.
- b. District workers shall receive "first consideration" for promotional positions. All internal applicants, who meet the minimum criteria for a position, will be granted an interview; this is "first consideration." The parties also agree to explore practical methods of encouraging internal recruitment that foster promotional opportunities and staff advancement and that are consistent with the District's commitment to affirmative action and high quality.

7.16.2 Placement and Movement Upon Promotion:

- a. A worker who is selected for a position at a higher classification shall be placed on a step in the new salary range that pays the equivalent of a step increase over the salary earned in the former range or 5%, whichever is greater, such placement not to be higher than the top step.
- b. The move to the new position shall generally be within 10 working days. In any event, the effective date of the promotion shall not be delayed more than 10 working days. In unusual circumstances where the movement of the worker would cause particular hardship for the department losing the worker, the supervising managers may delay the movement by mutual agreement beyond the 10 day guideline.

ARTICLE 8  
PAY AND ALLOWANCES

8.1 **Pay Period:**

All workers shall be paid for the calendar month with checks available on the last working day of each month. The monthly time report for each worker covers the period from the 15th of the month through the 14th of the month following.

If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. If the normal pay date falls on a Saturday or Sunday, the paycheck shall be issued on the preceding workday.

8.2 **Salary Schedule and Salary Schedule Placement:**

New workers are automatically placed on the first step of the salary range of the job classification they are assigned. Under unusual circumstances the Director of Human Resources may place a worker with successful experience in a similar position on the second step of the salary range. This placement may be made only after consultation between the supervising manager and the Director of Human Resources. In addition, the Chancellor/Superintendent has the authority to determine special cases of step placement within the salary ranges. If the Chancellor exercises this authority and places a new worker above step 2, the Director of Human Resources shall notify the Union of the action.

Each permanent or probationary classified worker shall be paid in accordance with her/his placement on the salary schedule as prescribed in Appendix C.

8.3 **Advancement on Salary Schedule:**

A worker will advance to the next step of the salary schedule on the first of the calendar month following the completion of the first six months of service, provided that he/she has received from the supervising manager a satisfactory rating. If the worker's supervising manager has not completed the evaluation and given a copy to the worker by the date when the worker is scheduled to receive the step increase, the increase shall be granted automatically.

A worker's first month of service will be the month during which he/she begins work providing he/she renders service before the 11th of the month. In all other cases, the worker's first month of service will be the calendar month following the date on which he/she begins work.

A worker will advance to subsequent steps as he/she completes an additional year of service with a satisfactory rating on the annual evaluation. A year for 12-month workers is 12 months; for 11-month workers, 11 months; for 10-month workers, 10 months; for academic day workers, the academic year. However, if the worker's supervising manager does not complete the annual evaluation and give a copy to the worker by the date the worker is

scheduled to receive the step increase, the increase shall be granted automatically. A worker's anniversary date for salary increments shall be the anniversary of his/her first month of service after completing six months in a class. Any month during the worker's work year during which he/she is not in paid status will not count toward the anniversary date and will advance it by one month. A worker who demonstrates exceptional ability and diligence as a worker of the District may be given double advancement on recommendation of the supervising manager and with approval of the Director of Human Resources, the President, or the Chancellor.

8.4 **Longevity:**

Longevity increments are awarded to acknowledge continued satisfactory service with the District. A worker is eligible to receive a longevity increment after all the following criteria have been met.

8.4.1 The worker has received annual evaluations of satisfactory or above during each qualifying year. Any year during which an annual evaluation is below satisfactory shall not be considered a qualifying year and shall not be credited toward the next longevity increment. A worker who has received an annual evaluation which is below satisfactory shall be re-evaluated within six (6) months of the original evaluation and, if the subsequent evaluation is satisfactory, that year shall be considered a qualifying year and shall be credited toward the next longevity increment.

8.4.2 The worker has completed at least seven (7) consecutive years of service with the District.

8.4.3 A worker is eligible for a maximum of four (4) longevity increments, one after the completion of the eighth year, one after the completion of the thirteenth year, one after the completion of the eighteenth year, and one after the completion of the twenty-third year.

8.4.4 When all requirements have been met for receiving a longevity increment, the effective date for the increase shall be the first day of the anniversary month.

8.4.5 The increments will be paid at the completion of the year as follows:

Eighth Year	\$100 per month
Thirteenth Year	\$125 per month
Eighteenth Year	\$150 per month
Twenty-third Year	\$175 per month

8.4.6 Workers who have awards under the previous SRA Program shall receive the

amount equal to the difference between their current award amount and \$100 per month at the eighth year, \$225 per month at the thirteenth year, \$375 per month at the eighteenth year, and \$550 per month at the twenty-third year.

#### 8.5 **Professional Growth Award:**

This award shall be \$840 per year for all workers who meet the requirements. A worker is eligible for a maximum of \$4,200 in Professional Growth Awards. Workers currently receiving PGA's above the \$4,200 level are eligible for one additional Professional Growth Award. Although only workers who have successfully completed their probation period are eligible to apply, the Award does not depend upon longevity in a position but on the successful completion of and participation in activities designed to enhance and update performance through continuing education and involvement in professional organizations and associations, to improve the capabilities of the worker during the period of employment with the District.

A worker who wishes to fulfill the criteria for the Professional Growth Award shall file an application with the Professional Growth Review Panel. The Review Panel shall assign hours for each course or activity. For every 200 hours accumulated, the Award shall be made and the change in salary shall be effective on the first of the month following the final acceptance of verification by the Review Panel. Two years of service in paid status after the last award is given, a worker is eligible for another award. Those workers who received a Professional Growth award prior to the existing program shall continue to receive that award.

Details of the plan are in Appendix B. Application forms for approval of courses and activities shall be available in the Office of Human Resources and from members of the Professional Growth Review Panel.

The Professional Growth Award is awarded independently of Longevity and is based on growth beyond normal requirements of the position through specific efforts during the period of employment.

Changes to this award become effective the first of the month following ratification of this contract.

#### 8.6 **Exempt Positions:**

No worker in the bargaining unit shall be in an exempt status for overtime purposes.

#### 8.7 **Shift Differential Pay:**

##### 8.7.1 **Swing and Grave:**

A full-time worker whose normal work day extends after 9:00 shall be entitled to the swing shift differential of 3 1/2% of worker's base pay. Any full-time worker whose normal work day extends after 5:00 a.m. shall be entitled to the graveyard

differential of 5% of worker's base pay. Part-time workers in the bargaining unit who have a normal work day of six hours or more shall be eligible for a shift differential of \$50.00 per month.

A worker who works swing or graveyard shifts for more than half of the working days of the month shall receive differential pay for the month. The half-hour allotted for lunch period during the swing and graveyard shifts shall be considered as part of the eight hour working day.

#### 8.7.2 **Weekend:**

The usual work week for unit members shall be Monday through Friday. Premium pay at \$50 per month shall be paid any full-time worker:

- a. Whose regular work assignment falls outside of the usual work week; and
- b. Who performs his/her duties outside of the usual work week without regular supervision.

#### 8.8 **Working Out of Classification:**

8.8.1 A worker who is required to work in a position in a higher salary range than the regularly assigned position for more than 5 working days in any 15-calendar day period shall be paid on the appropriate salary range for the position temporarily filled. The worker shall be paid at the higher of:

- a. Step A; or
- b. the step that yields an increase equivalent to one step above the salary the worker would have been earning in his or her regularly assigned position if he or she had not been required to work out of class or 5% whichever is greater.

8.8.2 To qualify for out of class pay, a worker must:

- a. temporarily assume all duties and responsibilities of a higher classification when a position in that classification is temporarily vacant and the worker is substituting for the absent incumbent of the position: or
- b. temporarily be assigned a sufficient number of higher level duties to clearly justify the conclusion that the worker is performing within a higher classification.

Assignments under Section 8.8.2 shall have an agreed upon beginning and ending date.

8.9 **Travel Expenses:**

Travel expense while on business of the District must be submitted on a travel expense form and approved by the appropriate supervising manager. Expenses for conferences must be approved by the appropriate supervising manager. If a worker is assigned to more than one campus or to one campus and an off-campus facility (such as a hospital) as part of the contract obligation, the worker is entitled to reimbursement for expense of travel between facilities if the assigned duties require the worker to be present at both facilities during the same day. Since it is the responsibility of the worker to transport herself/himself to and from the place of employment, the mileage reported for computing travel expense shall be the length of the trip one way between the two facilities, unless the work schedule requires a round trip during the same day. Meals and lodging expense shall be reimbursed in the amount and manner customary for all workers of the District. Travel expense forms should be sent to the Accounting Department.

8.10 **Seniority:**

Seniority in the District begins to accrue from the first day in paid status as a probationary worker. Seniority is measured in hours actually worked within a classification.

If a worker believes that his/her seniority is in error, prior to filing a grievance, he/she may request a meeting with the Director of Human Resources and may be accompanied by his/her steward.

ARTICLE 9  
**HOLIDAYS AND VACATIONS**

9.1 **Holidays:**

There are fourteen paid holidays each year including all legal school holidays. These include the following holidays as designated for each school year and any other holiday declared by the President or the Governor or the Board of Trustees:

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving (2 days)  
Christmas Eve  
Christmas Day  
Day After Christmas  
New Year's Eve  
New Year's Day  
Dr. Martin Luther King, Jr. Day  
Lincoln's Day  
Washington Day  
Memorial Day

When the holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed on the preceding Friday unless another day is provided for by the Education Code or agreed upon by the parties. When a holiday falls within a worker's vacation, the holiday will not count as a day of vacation. Workers may use personal necessity leave time for observance of their religious holidays providing such absences are approved in advance by the supervisor or the Director of Human Resources.

To be eligible for holiday pay, a worker must be in paid status either the working day before or the working day following the holiday. In addition, each worker who is not regularly scheduled to work on the day on which the holiday falls shall be entitled to observe the holiday on the next regularly scheduled work day.

If a worker is required to work on a holiday, the worker shall be compensated as follows:

9.1.1 The worker will receive pay at the regular hourly rate, and

9.1.2 The worker will receive in addition pay at the overtime rate for the number of hours worked on the holiday.

Approval to work on a holiday must be granted in advance, and the entry on the time report must be initialed by the supervisor.

9.2 **Vacations:**

9.2.1 **Full-Time Workers:**

No worker may use vacation time until the first of the calendar month after he/she has completed six months of employment in the District, and all hours of vacation credited to a probationary worker during his/her first six months of employment shall be contingent upon the worker's completion of six months of employment. Therefore, probationary workers who leave the service of the District before completing six months of employment will receive no vacation pay. Terminating workers who have completed more than six months of employment will be paid for that portion of their earned vacation which they have not used. When a worker terminates, the last day actually worked by the worker shall be the effective date of termination.

Full-time workers shall earn 6.66 hours of vacation for each calendar month (10 days per 12 month year) completed in the service of the District. If a worker joins the District staff after the tenth calendar day of the month, vacation will be prorated for the duration of the month.

Workers who have been continuously employed by the District for a period of three years shall, at the beginning of the fourth year, accrue vacation leave at the rate of 9.99 hours of vacation per month (15 days per 12 month year). Workers who have completed seven years of employment with the District shall at the beginning of the eighth year, accrue vacation leave at the rate of 13.33 hours of vacation per month (20 days per 12 month year). Workers who have completed thirteen years of employment with the District shall, at the beginning of the fourteenth year, accrue vacation leave at the rate of 16 hours of vacation per month (24 days per 12-month year).

9.2.2 **Full-Time, Eleven-Month, Ten-Month, and Academic-Day Workers:**

Eleven-month, ten-month, and academic-day workers shall earn vacation leave in the manner specified on Section 9.2.1 within the limitations outlined in section 9.2.4.

9.2.3 **Part Time Workers:**

Workers who work fewer than 40 hours per week are entitled to that proportion of vacation earnings granted full-time workers that is equal to the percent of a full time contract.

9.2.4 **Accumulated Vacation Leave:**

Vacation leave may be used in increments of full days and half days only. In the event that a worker has no appropriate leave available such as personal necessity leave or compensatory time, a worker may use vacation in one hour increments.

Workers may accumulate a maximum of two years of accrued vacation. When the

accumulated vacation balance exceeds these limits, a worker ceases to earn vacation until such time as the vacation balance is reduced below the maximum earnable. Workers who reduce their contract (partial unpaid leave, extended sick leave) have vacation accrual prorated by the percent of contract reduced.

A worker will be notified by a notice on his/her paycheck when he/she is within two pay periods of reaching his/her maximum vacation accrual for two years. If the worker is within two pay periods of reaching his/her maximum accrual of vacation, he/she will meet with the supervising manager to schedule vacation so that the worker does not lose any vacation to which he/she is otherwise entitled.

#### 9.2.5 **Scheduling Vacation Leave:**

Generally, each worker should be given a choice of time for vacation but the District reserves the right to schedule vacation leave at its convenience providing that every attempt is made to schedule vacation leave so that workers who choose to do so have at least five consecutive work days off and that such scheduling is not done in an arbitrary and capricious manner. Notwithstanding the District's right to schedule vacation leave, no worker who has received notice of layoff because of lack of work or lack of funds shall be placed on vacation leave without her/his consent during the 30 days immediately preceding the effective date of layoff.

In case two workers in the same group wish to take vacations at the same time, first choice of vacation time will go to the person with the longest service in the District. After a schedule has been set, if a worker wishes to change vacation time, he/she may do so only if the change does not require any other worker to change a scheduled vacation.

If a worker becomes seriously ill or is injured during a scheduled vacation period, the worker may submit a signed statement from a physician that the worker was unable to continue the vacation and have the time deducted from earned sick leave. The balance of the vacation may then be rescheduled.

ARTICLE 10  
LEAVES

10.1 **Sick Leave:**

Sick leave provides continuation of pay to the District worker who cannot perform her/his duties because of physical or mental illness or injury.

Each full-time worker of the District earns sick leave at the rate of eight hours per month. New workers employed after the 10th of the month shall have their sick leave pro-rated for that month. Workers who regularly work fewer than 40 hours per week are entitled to that proportion of sick leave granted full-time workers that is equal to the percent of a full-time contract. During extended sick leave, a worker ceases to earn sick leave beyond his or her potential entitlement for the current fiscal year but continues to earn vacation leave. There is no limit to the amount of sick leave which either full or partial contract workers may earn and accumulate from year to year.

Sick leave may be used in increments of one quarter hour or longer. A worker has available for use all of his or her earned sick leave plus the balance of his or her full potential entitlement for the current fiscal year. The number of sick leave hours earned, the number used during the current fiscal year, and the worker's balance will appear on the check stub each month.

Sick leave may be used for appointments with doctors or dentists or (after all personal necessity leave has been exhausted) up to seven days can be used for care of an ill member of the worker's immediate family (as defined in Section 10.15). Under certain circumstances approved by the Director of Human Resources, sick leave can also be used for other reasons of personal necessity.

A worker may not be gainfully employed while absent on illness or accident leave. Sick leave may not be used to extend a weekend or vacation when the worker is not actually sick. Sick leave is not a "rest leave" unless so prescribed by a physician.

Whenever a worker is absent on sick leave for three or more working days or when a pattern of sick leave suggests a chronic illness, a medical report that outlines the nature of the problem and the probable date of full recovery may be required. If the information from the worker's personal physician is insufficient, an examination by a physician of the District's choosing may be required, at District expense.

Any worker who transfers after at least one year of service from one school to another when no more than one year intervenes between termination in one district and employment in the other, should request that unused sick leave be transferred.

During any fiscal year a worker may convert up to 60 hours of earned sick leave credit in excess of 240 hours to vacation leave credit at the rate of six hours of sick leave credit for four hours of vacation leave credit. The request to convert sick leave credit to vacation

leave credit under this section must be made in writing to the Director of Human Resources and will be approved only if the vacation leave credit does not cause the vacation leave balance to exceed the maximum accrual allowed as defined in Article 9, Section 9.2.4. Any vacation leave credit granted under this section must be scheduled at the time it is requested and must be used as vacation leave within 30 days of the request for conversion unless the worker's worksite is closed on Fridays during July and August and the request for conversion is submitted for the irrevocable purpose of covering Fridays during those months.

For all workers employed before July 1, 1980, accumulated sick leave that has not been used at the time of retirement will be converted by PERS to service credit to determine the rate of retirement pay.

Disabilities caused or contributed to by pregnancy, childbirth, miscarriage, or abortion are considered as temporary disabilities for which sick leave may be taken. Any time that the physician states was lost because of inability to work will be counted as sick leave.

A woman who is pregnant may work until such time as determined by her physician that it is no longer safe for her to continue working. After childbirth she may return to work after obtaining a written statement from her physician that she is physically well enough to resume work.

Upon being declared by her physician as physically well enough to work, the woman ceases to be covered under sick leave. Leave taken after that time is considered as parental leave.

## 10.2 **Extended Sick Leave:**

Each classified worker shall be entitled to extended sick leave for illness or injury at the end of all full-pay sick leave or at the end of 10 consecutive working days, whichever is later, and continuing for up to 130 working days from the first day of absence because of illness or injury. Extended sick leave shall be granted in increments of not less than one full day for each working day of absence due to illness or injury.

A classified worker on extended sick leave shall be entitled to extended sick leave pay as follows:

- 10.2.1 For a full month's absence, an amount that equals  $66 \frac{2}{3}$  percent of the worker's "basic monthly earnings" on the date he/she was first absent, to a maximum payment of \$4,300 per month. "Basic monthly earnings" means  $\frac{1}{12}$ th of the worker's annual contract salary.
- 10.2.2 For less than a full month's absence, an amount that equals an appropriate fraction of the extended sick leave pay calculated under 10.2.1. The fraction shall be determined by dividing the number of days of absence during the partial month by 20.

After the exhaustion of all extended sick leave, a classified worker shall be notified by the Director of Human Resources that he/she may resign or apply for an unpaid leave due to dis-

ability. If such a leave is applied for, it may be approved for up to (5) months. If the worker fails to resign, retire, or apply for such a leave, or if the leave or an extension of a leave is denied, the worker shall be placed on a 39 month reemployment list. In any event, if the worker remains disabled beyond the period of extended sick leave, he/she shall receive long-term disability benefits under Article 18 in the manner prescribed in the District's long-term disability insurance policy.

### 10.3 **Sick Leave Donation:**

10.3.1 A worker may donate days of sick leave to individual District workers who, due to a serious health condition, have exhausted all accumulated sick leave. Donating workers must retain a sixty (60) day balance of sick leave after their donation. No worker may receive more than 40 days of donated leave per year.

10.3.1.1 A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition which involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider as defined in 29 USC 825.114(a) and as certified by a worker's physician or other qualified practitioner.

10.3.1.2 The Vice Chancellor of Human Resources will verify the certification for eligibility. If the certification from the worker's physician is insufficient, a certification by a physician of the District's choosing may be required, at District expense. The District may require additional medical opinions.

10.3.2 Donated leave must be in one day increments (no less than 8 hours). Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient worker. In the event that the state or federal governments rule that tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

10.3.2.1 The donated sick leave may be used only when the worker has exhausted accumulated sick leave and either is not eligible for long term disability or is eligible but has not begun to receive the long term coverage.

10.3.2.2 The Vice Chancellor of Human Resources shall be notified of solicitation of donations. Solicitations of donations may be made by the individual or his/her representative(s).

10.3.2.3 Donation of sick leave shall be authorized by a signed pledge form prepared by and filed with the District Office of Human Resources. In the event several workers donate sick leave, the sick leave shall be used in

the order in which the signed pledge forms are filed with Human Resources.

- 10.3.2.4 If the worker does not use all donated sick leave, the sick leave shall be returned to the donating worker(s).

#### 10.4 **Parental Leave:**

A worker may be granted a maximum of one year of unpaid leave of absence to care for a newborn or recently adopted child. The request for parental leave must be made in writing. The Office of Human Resources will then ask the Chancellor to refer it for action by the Board of Trustees. Leave to care for a newborn or recently adopted child runs concurrently with FMLA.

A worker on parental leave must notify the Office of Human Resources within seven months after the start of the leave whether she/he intends to return to the employment of the District. Failure to comply with this regulation will void the responsibility of the District to find employment for the worker.

The worker will be reinstated within a period of one year from the start of the leave, and the District shall attempt but make no guarantee to place the worker on the same campus or in the same assignment as that which was held when the leave began.

Time used in unpaid parental leave may not be counted in the calculation of salary increments and other seniority factors.

#### 10.5 **Bereavement Leave:**

Workers shall be granted a leave with full pay in the event of the death of any member of the worker's immediate family. (As defined in Section 10.15.) Bereavement leave shall be for a period of up to three days, except that it may be for up to five days if out of state or more than 250 miles in-state (one way) travel is required or if the death is of a spouse, domestic partner or child.

- 10.5.1 Bereavement leave may be extended by the Director of Human Resources when unusual circumstances such as travel or the settlement of an estate demand it.

#### 10.6 **Jury Duty:**

In order to encourage workers to accept jury duty as a responsibility of citizenship, the District will pay workers at their regular rate of pay while they are performing jury service. When jury duty consumes only a portion of the day, workers are expected either to report to work immediately after jury duty or to have pay canceled for the day. A worker must reimburse the District for the fee received from jury duty by having that amount reduced from their paycheck.

Absence from assigned duties to perform jury service will be reported in the same manner as

other absences, but the worker shall attach a copy of the summons to jury duty to his or her monthly time report. Ordinarily an absence for jury duty lasts a single day, making the employment of a substitute unnecessary. If a paid substitute is needed for absence of prolonged duration for jury duty, the same procedures will be followed as those instituted for a worker who is absent for illness.

The District cannot be responsible for the salary of its workers when they become litigants in their own behalf.

10.7 **Military Leave:**

A worker shall be entitled to military leave as provided by Military and Veterans Code Sections 395 to 395.9.

10.8 **Quarantine:**

A worker will receive full compensation when quarantined by city or county health officials because of the illness of another person. He/she must, however, register the official document of the quarantine with the Office of Human Resources before receiving pay.

10.9 **Industrial Accident Leave:**

Industrial accident leave provides continuation of pay to a worker who suffers an accident directly connected with the job. It does not affect the amount of accumulated sick leave. Industrial accident leave does not accumulate from year to year. If an absence overlaps into a new fiscal year, the worker will have available only that amount of industrial accident leave which has not been used in the prior fiscal year for the same accident. A worker may have no more than sixty days of industrial accident leave for the same accident or illness.

Leave pay commences with the first day of absence. When a worker is eligible for Worker's Compensation, the compensation from that source is deducted from his/her pay so that the amount from both sources is equal to regular pay. After a worker has exhausted industrial accident leave, the worker shall continue to draw full salary up to the limit of sick leave. After sick leave is exhausted, the worker shall be placed on extended sick leave (see 10.2). At any time that the worker receives Worker's Compensation, the amount will be deducted from the salary paid by the District. If the absence must continue after he/she is no longer eligible for compensation from the District, the full amount of the funds from Worker's Compensation may be retained by the worker.

Industrial accident leave is not considered a break in service, and the individual (if physically able) has the absolute right to return to a position in the class which he/she left, so long as the absence is not longer than the total of industrial accident leave, sick leave, and all other available leaves of absence paid or unpaid.

**TREATMENT BY PERSONAL PHYSICIAN:**

A worker has the right to be treated by his/her personal physician from the date of injury. To

exercise this right, the worker must notify the Office of Human Resources in writing of the name of his/her personal physician prior to the date of injury. The physician must be a qualified practitioner who has previously directed the medical treatment of the worker and who retains the worker's medical records. A form for filing this information is available from the Office of Human Resources.

#### 10.10 **Personal Necessity Leave:**

Each permanent or probationary worker shall be granted up to 5 days of paid leave per year for reasons of genuine personal necessity. Workers who work fewer than 40 hours per week are entitled to that proportion of personal leave granted full-time workers that is equal to the percent of a full-time contract. Eligibility for personal necessity leave begins on the first of the calendar month following six complete months of employment. For the purpose of this section "personal necessity" means obligations or unavoidable duties of an individual worker that must be performed during regularly scheduled working hours. The number of hours of leave remaining will appear on the check stub each month. Circumstances under which personal necessity leave is appropriate include, but are not limited to:

- 10.10.1 Emergencies or obligations related to the worker's home or family members, including medical or dental appointments for the worker's family members when the nature of the appointment requires the worker's presence, or special family obligations such as attending a family member's graduation or marriage ceremony;
- 10.10.2 Emergencies or obligations related to the worker, including appointments for the purpose of conducting personal legal affairs or financial transactions, receipt of a court order requiring absence from work, or observation of a major religious holiday of the worker's faith.

Personal necessity leave may not be used for recreation, planning a vacation, or social events, nor may it be used in lieu of vacation or sick leave (except after an illness of 10 working days or more and no full-pay sick leave is available, a worker may use personal necessity leave.) Unless there are unavoidable and compelling reasons (i.e., medical appointments or illness after being on extended sick leave) personal necessity leave may not be taken in conjunction with any holiday, sick leave, vacation, or other leave of absence.

Personal necessity leave is not cumulative. It must be scheduled in advance with the supervisor whenever possible. When advance scheduling is not possible because of an emergency situation, the worker is required to notify the supervisor as soon as possible that the worker is requesting personal leave. All personal leave must have the approval of the supervisor as evidenced by the supervisor's signature on the time sheet.

To ensure confidentiality, a worker may request Personal Necessity Leave by the subsection number without giving the exact nature of the request. The worker's appropriate supervisor(s) may require a more exact explanation before granting Personal Necessity Leave, in which case the worker may respond orally and the response shall be considered confidential between the worker and his/her supervisor(s). In unique emergency situations additional hours of personal necessity leave may be granted by the Director of Human Re-

sources.

## 10.11 **Unpaid Leave of Absence:**

10.11.1 Leave of absence without pay for a specific purpose and for a designated length of time not to exceed one year, or an extension upon request, may be granted under the following conditions:

- a. A suitable short term worker is available to fill the position of the worker on leave;
- b. The absence of the worker will not reduce the efficiency of the program of the District; and
- c. The worker can give reasonable assurance that he/she will return to the position at the conclusion of the leave.

If during an unpaid leave of absence the worker continues to meet the definition of “qualified classified worker” under Article 18 (Paid Benefits), Section 18.1 or 18.2, he/she shall continue to receive paid benefits. If a worker on unpaid leave of absence does not meet this definition, he/she may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent, as specified in Section 18.11. To receive vacation credit, personal necessity leave credit, or sick leave credit during an unpaid leave of absence, a worker must be in paid status for at least 12 working days during each monthly reporting period.

## 10.11.2 **Rights of Worker Upon Return from Leave:**

A worker returning to duty after an approved leave of absence without pay shall be returned to the same assignment held prior to the leave, providing the worker has met the conditions under which the leave was granted. If the assignment no longer exists, the District shall place the returning worker in another position as soon as one is available for which he/she is qualified and shall endeavor to place her/him in a position in the same salary range as the one held at the time the leave was granted. Time spent on unpaid leave of absence does not count toward seniority, salary increments, personal necessity leave credit, sick leave credit or vacation credit. Each month during which the worker is not in paid status will not count toward the anniversary date and will advance it by one month.

## 10.12 **District-Initiated Disability Leave:**

When a condition has caused a worker to be unable to carry out assigned duties or has interfered with the educational program or other work of the District or threatens the safety or welfare of the worker, the students, or the other workers of the District, the District may place the worker on disability leave of absence. The Director of Human Resources shall set the beginning date of such leave, taking into account the available medical information, the worker’s job performance, and the interests and requirements of the worker, the students,

and the other workers of the District. A worker on disability leave may return to work with the permission of the Director of Human Resources, who may require such medical information as is deemed reasonably necessary to make a decision, including an examination by a physician selected by the District at District expense. A worker on a disability leave of absence initiated by the District is considered to be on sick leave and is entitled to the pay and other benefits of any other worker on sick leave. (See 10.1 and Article 17A.)

#### 10.13 **Staff Development Leave:**

To encourage and enable classified workers to enhance their value to the District through further job-related education, the upgrading of their skills, or retraining for a different career path, a Staff Development Leave has been established. After completing seven years of service in the District, a worker is eligible to apply for a leave of from one to ten months at 85% of full pay. Such leaves may be taken in one quarter or one semester increments to a maximum of ten months. A worker becomes eligible for additional leaves after completing increments of seven (7) years of service to the District.

An eligible worker may, on a leave request form provided by the Human Resources Department, apply through his or her supervisor for a Staff Development leave. The leave may be used to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or get a substantial start on a goal of better education. The written application must present a detailed description of the proposed activities of the leave and the potential value of these activities to the District. If the worker intends to enroll in school, the application must identify the educational institution to be attended and, by academic term, a list of courses (with course descriptions) the worker is interested in taking. The application shall contain precise dates for the beginning and ending of the leave.

All applications for the succeeding college year must be received by the Director of Human Resources before December 15. Each application that has been submitted and has received the recommendation of the immediate supervisor and the appropriate administrator shall be forwarded to the Classified Staff Development Leave Committee for review and recommendation to the Chancellor. This Committee shall be composed of two representatives of Unit 1, two representatives of Unit A, and two administrators designated by the Chancellor, one of whom will serve as chairman. Funding for a minimum of ten (10), ten month leaves per year shall be guaranteed. If the number of recommended applications exceeds the number agreed upon for the year, the Committee shall establish procedures for deciding which leaves shall be recommended to the Chancellor for submission to the Board. Board-approved leaves will be announced by March 1 of each year. If a leave is granted, the worker must agree in writing (see Appendix D) to render, upon return from leave, a minimum of two months of service to the District for each month of staff development leave. Failure to render this service will require the worker to refund the salary paid by the District during the leave. Within thirty days of return from a leave, the worker shall submit a written report to the Classified Staff Development Leave Committee of the activities of the leave, emphasizing the value to the District. If the worker attended school during the leave, he or she shall also submit a transcript or other appropriate documentation showing satisfactory attendance and successful completion of the course work as soon as reasonably possible. The worker may apply for Educational Assistance for courses taken during the leave. Classes taken dur-

ing Staff Development leave for which the worker receives Educational Assistance are not eligible to be used to qualify for a Professional Growth Award as defined in Article 8.5 and Appendix B.

After reviewing the report, the Classified Staff Development Leave Committee shall either approve the report or request further information from the worker. If, after requesting further information from the worker the Classified Staff Development Leave Committee is unable to establish that the worker satisfied the conditions of the leave, the committee may, if it determines it is appropriate, after considering possible mitigating circumstances, recommend to the Director of Human Resources that the worker be required to compensate the District for the expense of the leave. The decision of the committee may be reviewed by the Chancellor at the request of the worker.

During the leave the worker will be entitled to all the benefits of classified contract workers except that only 85% of service time will be credited by the Public Employees Retirement System. The worker may, however, arrange to make a contribution to the System to insure full service credit for the period of the leave as provided by the regulations of PERS. During the leave the worker shall earn 85% of the normal credit for sick leave and seniority. No vacation credit shall be earned during a Staff Development Leave.

#### 10.14 **Break in Service:**

A break in service results from a separation from employment with the District because of resignation, retirement, layoff, termination during probation or dismissal. Unless expressly provided elsewhere in this *Agreement*, a break in service results in loss of permanent status, seniority, accumulated sick leave, personal necessity leave credit, vacation status, placement on the salary schedule, and eligibility for retiree and other benefits. No paid leave of absence shall constitute a break in service.

No unpaid leave of absence shall constitute a break in service (see 10.11) but time spent on an unpaid leave shall not count toward attainment of permanent status, accrual of seniority, accrual of sick leave, vacation leave or personal necessity leave credit, advancement on the salary schedule, or eligibility for retirement and other benefits.

#### 10.15 **Immediate Family:**

For purposes of this article only, the definition of “immediate family,” when used in connection with any leave provided in this article, shall mean: Husband, wife, domestic partner, mother, father, sister, brother, son, daughter, grandparent, grandchild, parent-in-law, foster parent, step parent, step child, foster child, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. “Immediate family” shall also include any relative of the worker, or of the worker’s spouse or domestic partner living in the immediate household of the worker.

#### 10.16 **Family Medical Leave:**

In accordance with state and federal law and District policy, under certain conditions workers may be eligible for an unpaid leave of absence for up to twelve (12) weeks for

reasons related to family circumstances. Qualifying circumstances would include but not be limited to: birth of a child; care of a child, spouse or parent with a serious health condition; or adoption.

10.16.1 Workers should consult Appendix G regarding eligibility, application procedures, and other procedures related to family leave.

10.16.2 Workers who qualify for paid benefits under Article 18, Section 18.1 shall continue to receive paid medical benefits while under family leave.

Use of family medical leave for a qualifying circumstance including the worker's own serious illness runs concurrently with other paid and unpaid leaves granted by the District.

## ARTICLE 11

### LAYOFF

#### 11.1 **Layoff:**

Lack of work or a lack of funds may result in the abolition of a position and the release of a probationary or permanent worker. These reasons must be bona fide. Layoff may never be used as a disciplinary measure. If layoff occurs in an area where there is more than one person in the same classification, layoff will proceed in reverse order of seniority. In the event of a layoff, the District shall not:

11.1.1 Use short-term temporary workers, volunteers, students or faculty workers to replace a displaced or laid-off worker;

11.1.2 Contract out the work formerly done by a displaced or laid-off worker;

11.1.3 Require a worker to perform overtime work or increased work assignments over and above his/her regular assignments as a result of a layoff;

11.1.4 Add increased responsibilities without following appropriate procedures.

#### 11.2 **Reduction in Hours:**

After a decision to reduce hours has been negotiated, any reduction in regularly assigned hours shall proceed in the order of layoff as prescribed in this article. Persons experiencing such reduction shall be considered laid off for purposes of determining all rights and benefits.

#### 11.3 **Consultation with the Union:**

A reasonable time before any budget reduction or change of program that may result in the layoff of classified workers, the District shall notify the Union of the financial and program status of the District and of possible need to eliminate or reduce classified positions. The District and the Union shall meet not later than ten days following notification to the Union. The purpose of the discussion is to examine alternatives and opportunities available to each worker who may be subject to layoff, unique conditions that may affect specific workers and the possible consequences for other workers. The District may hold division, department or campus meetings to explain the conditions leading to layoff and to explain the reasons for selecting certain positions for layoff. The Union staff may be present and participate at such meetings.

#### 11.4 **Notice of Layoff:**

A worker who is to be laid off shall receive at least 30 days notice prior to the layoff. The notice of layoff shall be in writing with a copy to the Union. The notice shall include the effective date of the layoff and a statement of the worker's "bumping" and reemployment

rights.

11.5 **Order of Layoff:**

Any layoff shall be effected within a class. The order of layoff shall be determined by seniority within that class. A worker with the least seniority in the class plus seniority in higher classes in which the worker has served shall be laid off first. Seniority shall be based on the number of hours a worker has been in paid status in the class or higher classes. If two or more workers subject to layoff have equal seniority in a class, the worker with the later date of initial employment in the District as a probationary worker shall be laid off. If the dates of initial employment are identical, the determination shall be made by lot.

11.6 **Retirement in Lieu of Layoff:**

A worker who is eligible for retirement and who has received a notice of layoff may, in lieu of layoff, elect to accept service retirement without loss of reemployment rights as provided in the Education Code Section 88015.

11.7 **“Bumping Rights”:**

A worker laid off from his/her position in a class may “bump” into the next lower class in which the worker has greater seniority than another worker in that class. A worker who has exercised “bumping” rights shall be placed on the salary step that the worker would have attained if he/she had remained continuously in the lower class and shall retain all service recognition and professional growth awards and all years of service towards the Service Recognition Award.

11.8 **Layoff Rather Than “Bumping”:**

A worker may volunteer to be laid off. A worker who elects to be laid off rather than exercising his/her right to “bump” another worker retains all reemployment rights.

11.9 **Reemployment Rights:**

A permanent worker who has been laid off or has taken a voluntary demotion or reduction in hours in lieu of layoff shall have reemployment rights for a period of 39 months from the date of layoff, voluntary demotion, or reduction in hours. A worker who takes a voluntary demotion in lieu of layoff shall be granted the same rights for reemployment in his/her former class as persons laid off but shall retain eligibility for reemployment in the former class for an additional twenty-four (24) months. The District shall offer such a worker any available position in a class or classes in which the worker had formally achieved permanency. The order of such offers shall be according to the seniority of all workers laid off in the class. A worker re-employed after layoff shall be fully restored to his/her class as a permanent worker (with all appropriate service credit and level of benefits) and to his/her former placement on the salary schedule, including earned awards. A probationary worker shall be required to serve the remaining months of probation in the new position.

11.10 **Right to Apply for Other Positions:**

In addition to the absolute right to any available position in the class from which he/she was laid off or in which he/she had formally achieved permanency and for which he/she is qualified by seniority, a worker who has been laid off may apply for any open positions in classes in which he/she has not served and shall be granted an interview for such a position if he/she meets the basic qualifications set forth in the official job description for the class.

11.11 **Reemployment Rights in Other Positions:**

If a former classified worker who has been laid off is re-employed within one calendar year in a position other than one in a class to which he/she has rights to reemployment under Section 11.9, he/she shall be re-employed in probationary status but shall regain hours in paid status for seniority purposes, earned sick leave, unused personal necessity leave, and former vacation status. Salary placement in the class in which the worker has not previously served shall be at Step A, or, in appropriate cases as determined by the Director of Human Resources, Step B; however, the worker shall retain any Service Recognition Awards and Professional Growth Awards earned as a worker of the District.

11.12 **Notification of Opening:**

A worker who has been laid off shall be notified in writing by the Director of Human Resources of any opening for which he/she is eligible under Section 11.9. Such notice shall be sent by certified mail to the last address given to the District by the worker, with a copy to the Union. The mailing of this notice with a copy to the Union shall constitute the entire notification responsibility of the District.

11.13 **Worker Response:**

A worker shall notify the District of his/her intent to accept or refuse reemployment within 10 days of the mailing of the reemployment notice. If the worker accepts reemployment, he/she must report to work within 30 days following the mailing of the notice. A worker sent a notice of reemployment need not accept reemployment in order to maintain reemployment rights provided the worker notifies the Director of Human Resources within 10 days. However, if the worker fails to reply within 10 days or refuses three such offers of reemployment, his/her reemployment rights shall terminate.

11.14 **Improper Layoff:**

A worker who has been improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for any loss of salary or benefits.

11.15 **Seniority Roster:**

Whenever a layoff is anticipated, the Union shall be provided with a copy of the most recent seniority roster for affected workers at least fifteen work days before a layoff resolution is presented to the Board for action.

## 11.16 **Effects of Layoff:**

Except as specifically provided below, this article expresses the entire understanding between the parties regarding the effects of layoff and each party waives the right to meet and negotiate on the effects of layoff for the life of this *Agreement*. Nevertheless the parties reserve the right to meet and negotiate the following:

- 11.16.1 Paid benefits for workers who have been laid off;
- 11.16.2 Preference for workers whose work year or hours have been reduced in filling temporary jobs that would ordinarily be filled by short term workers;
- 11.16.3 Released time for the purpose of seeking employment for workers who are subject to termination because of layoff;
- 11.16.4 Salary advances for workers whose work year or hours have been reduced;
- 11.16.5 Priority registration privileges for workers who have been terminated because of layoff;
- 11.16.6 Severance pay for workers who have been terminated because of layoff;
- 11.16.7 Career counseling and job placement assistance for workers who have been terminated because of layoff;
- 11.16.8 Restoration of hours or extension of work year for workers whose assignments have been reduced by layoff;
- 11.16.9 Any other subject the parties mutually agree to negotiate.

ARTICLE 12  
**GRIEVANCE PROCEDURE**

12.1 **Purpose:**

This grievance procedure is intended to provide a formal method of resolving worker grievances. Since it is the intention of the Union and the District to encourage the informal resolution of potential grievances at the lowest possible administrative level, this procedure may be used only after the worker and supervisor have made a conscientious effort to resolve the dispute informally. The worker may have the assistance of a Union steward in informal resolution attempts.

12.2 **Definitions:**

12.2.1 “*Agreement*” means the contract negotiated between the District and SEIU, Local 715 pursuant to the Educational Employment Relations Act.

12.2.2 “Grievance” means a written statement by a worker, or by the Union on behalf of a worker, alleging that he or she has been directly wronged by the District’s violation, misinterpretation or misapplication of a specific provision of the agreement. “Grievance” also means a written statement by the Union alleging that the chapter itself has been directly wronged by the District’s violation, misinterpretation or misapplication of a specific provision of the *Agreement*.

12.2.3 To “file” means to deliver, either personally, or by certified mail return receipt requested. A document is “filed” on the day it is received.

12.2.4 “Notice” means a notice of grievance on a form agreed upon by the Union and the District.

12.2.5 “Working day” means any day during which the central administrative offices of the District are open for business.

12.2.6 “Union representative” unless specified may mean a chapter officer, a steward, and/or a field representative.

12.3 **Who May File a Grievance:**

A grievance may be filed by any of the following individuals so long as they are not alleging a violation, misinterpretation or misapplication of the Agreement previously grieved.

12.3.1 Any worker who, at the time of filing, is a member of the bargaining unit; or

12.3.2 A Union representative who has been authorized to file the grievance on behalf of the grievant or the Union.

#### 12.4 **Representation:**

At the informal step and thereafter, the grievant and the person designated by the Chancellor to represent the District, if any, may each be assisted by a representative who may advise or act for the party he or she represents. However, the grievant shall not be represented by an agent of any worker organization other than the Union.

#### 12.5 **Filing a Formal Grievance:**

12.5.1 A formal grievance is initiated by the filing of a Notice of Grievance on the prescribed notice form. (The grievance form is included in the Appendix of Forms.)

12.5.2 The Notice must be filed by the grievant or Union representative with the grievant's supervising manager and with the Director of Human Resources. Failure to file the grievance with the Director of Human Resources within the time limit will invalidate the filing of the grievance. If the grievance is not filed correctly with the supervising manager, the Director of Human Resources will direct the grievance to the appropriate manager for response. If the grievant is not represented by the Union, a copy of the grievance must also be filed with the Union Field Representative.

The grievance must be filed within 20 working days after the grievant discovered or reasonably could have discovered the circumstances or action giving rise to the grievance. Regardless of the date of discovery, however, a notice shall not be timely if it is filed after the applicable statute of limitations period set forth in relevant laws. Informal attempts at resolution must take place within the 20 working day period before filing of the grievance; provided, however, that if attempts at informal resolution require further discussion the timeline for filing a formal grievance may be extended by mutual written agreement of the parties.

#### 12.6 **First Level of Review:**

12.6.1 Either the supervising manager, or the grievant, may request a conference with the other. At such a conference, the parties may exchange written and oral information about the grievance. The grievant and the supervising manager may each have a representative at the conference.

12.6.2 Within 10 working days following the receipt of the grievance, the supervising manager shall render a written decision including the reasons therefor. The supervising manager shall send the decision to the grievant, with copies to the Director of Human Resources and the Union Field Representative.

## 12.7 **Second Level of Review:**

- 12.7.1 If the supervising manager denies the grievance, or fails to render a timely decision, the grievant may proceed to the second level of review. To do so the grievant must file a request for a second level review within ten working days following the date of the decision at the first level or the date on which that decision was due, whichever is earlier. The request must be filed with the second level manager and with the Director of Human Resources with copies to the Union.
- 12.7.2 Upon receipt of a notice, the second level manager may meet with the grievant, the steward, and the Union representative and the person designated to represent the District, if any. At the meeting, the second level manager shall permit the grievant and the District representative to express their arguments regarding the grievance and to submit any relevant information.
- 12.7.3 Within ten working days following his or her receipt of the notice, the second level manager shall render a written decision including the reasons therefor. The decision shall be sent to the grievant, with copies to the Director of Human Resources and the Union Field Representative.

## 12.8 **Request for Arbitration and Selection of Arbitrator:**

- 12.8.1 If the second level manager denies the grievance or fails to make a timely decision, the Union may refer the grievance to arbitration. Arbitration is initiated by the filing of a written request for arbitration signed by the grievant and an authorized representative of the Union.
- 12.8.2 The request for arbitration must be filed with the Director of Human Resources within ten working days following the date of the decision of the second level manager, in the event the second level manager fails to make a timely decision, within ten working days following the date on which the decision of the second level manager was due under Section 12.7.3.
- 12.8.3 Within fifteen working days following the filing of a request for arbitration, the Director of Human Resources and a representative of the Union shall, in the absence of an agreement between the Union and the District regarding the designation of an arbitrator petition the State Mediation and Conciliation Service for a list of five disinterested persons who are experienced in grievance arbitration. Upon receipt of the list of five names each party shall alternate in striking individual names, and the person remaining after four names have been stricken shall be designated as the arbitrator. The designation of the party that will first strike a name shall be determined by the toss of a coin.
- 12.8.4 Each party shall bear the cost of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator shall be shared 1/2 by the District and 1/2 by the Union.

12.9 **Arbitration Hearing:**

- 12.9.1 The arbitrator shall establish an arbitration date with the concurrence of the parties, provided, however, that if an arbitration date cannot be established within 90 calendar days of the selection of the arbitrator, either party may request the appointment of another arbitrator pursuant to Section 12.8.
- 12.9.2 Within the guidelines established by these procedures, the arbitrator shall establish the rules for conduct of the hearing and shall decide all procedural issues presented including matters regarding the admission of evidence.
- 12.9.3 Attendance at the hearings shall be limited to:
- 12.9.3.1 the grievant and up to two representatives;
  - 12.9.3.2 the District Representative and the District Representative's advisor, if any;
  - 12.9.3.3 the arbitrator;
  - 12.9.3.4 witnesses, but only for the time they are needed;
  - 12.9.3.5 an observer designated by the Union;
  - 12.9.3.6 the Director of Human Resources, or an observer designated by the Director.
- 12.9.4 At the hearing only the participants listed in Sections 12.9.3.1 through 12.9.3.4 may participate. The grievant, the grievant's representative(s) and all necessary witnesses, shall be provided released time for the time during which they are needed.
- 12.9.5 The grievant shall demonstrate, by preponderance of the evidence, that he or she was directly wronged by the action or circumstances that gave rise to the grievance. Once the grievant establishes a prima facie case the burden of producing evidence shall shift to the District.

## 12.10 **Arbitrator's Decision and Report:**

- 12.10.1 Following the conclusion of the hearing, the arbitrator shall prepare his or her report and file it with the Chancellor, the grievant and the Union as soon as possible. The report shall consist of the arbitrator's detailed findings of facts, conclusions and recommendations for resolving or terminating the grievance.
- 12.10.2 The report of the arbitrator shall be final and binding, except that there shall be no binding arbitration for disciplinary matters under Article 16 of this *Agreement*. The arbitrator's authority shall be limited to interpretation of contract provisions and the arbitrator shall have no authority to add to, subtract from, or otherwise modify the terms of the contract. The arbitrator's award shall be limited to those measures necessary to remedy the contract violation, if one is found. If the award includes back pay, back pay shall be limited to one year from the date the grievance was filed.

## 12.11 **Miscellaneous Provisions:**

- 12.11.1 The time limits specified in these procedures are maximum limits. Notwithstanding this provision, any time limits specified in these procedures may be extended by agreement of the parties.
- 12.11.2 When two or more grievances involving the same alleged violation, misinterpretation or misapplication of the *Agreement* or presenting a common question of fact and law have been submitted, the Union and the District may agree that said grievances be consolidated.
- 12.11.3 A grievance may be withdrawn or settled at any time.
- 12.11.4 The Union and District, may, by mutual agreement, proceed immediately to arbitration on any grievance. If the Director of Human Resources and Union representative agree that it is not appropriate to file a grievance at the first level, it may proceed directly to the second level. A grievance filed at level two must be filed within the timelines specified for filing a grievance unless timelines are extended by the mutual written agreement of the District and the Union.
- 12.11.5 All documents, communications and records dealing with the processing of a grievance shall be placed in a separate grievance file, except that any document or record removed from a personnel file, or any other file, for use in a grievance proceeding shall be returned to the original file.

12.11.6 A worker in this unit may present a grievance directly and have such grievance adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of the *Agreement*. As provided in these procedures, the Union shall be provided copies of any grievances filed by workers and any decisions rendered. Notwithstanding any other provision of these procedures, before any final resolution of any worker processed grievance, the Union shall be given the opportunity to file a written response to the proposed decision or settlement regarding the grievance. No worker-processed grievance may proceed to arbitration without the Union's concurrence.

Any disagreement concerning whether the decision or settlement is inconsistent with the *Agreement* shall be subject to the grievance procedure.

12.11.7 A grievant and Union steward shall be entitled to a reasonable amount of time to prepare and write a grievance during regularly scheduled working hours without loss of pay.

12.11.8 A grievant and Union steward shall be entitled to a reasonable amount of time to process a grievance during normal working hours with no loss of pay.

ARTICLE 13  
**HOURS AND OVERTIME**

13.1 **Working Time:**

Normal day - 8 hours

Normal week - Monday through Friday - 40 hours

The usual District working day is from 8:00 a.m. to 5:00 p.m., but the opening and closing hours within a department may vary according to the needs of the department. If the needs of the program justify it, a four-day week of ten hours per day or a schedule of five consecutive days other than Monday through Friday can also constitute a regularly scheduled work week. Workers may initiate a request to work a workweek of four ten hour days, provided such a work schedule will meet the needs of the program or department to which the worker is assigned. If a worker is assigned to a schedule other than the normal work day and week described above, and if a holiday is scheduled for a day on which the worker is not scheduled to work, the worker will be entitled to observe the holiday on the next scheduled work day.

Each worker shall have a paid rest period of 15 minutes within each four-hour period of work and an unpaid lunch period of at least 30 minutes. Only during the swing and graveyard shifts shall the lunch period be part of the working day. Workers who use video-display terminals (VDTs) continuously shall be permitted to rotate work tasks or functions to provide a break from the VDT every two (2) hours.

Each worker must file each month a signed time report, showing total hours worked, overtime hours worked each day, compensatory time and the hours and reason for any absence. Failure to complete the time report correctly or to file it on time may result in pay for the month being held until the subsequent payroll.

13.2 **Overtime:**

The District is subject to the following provisions concerning overtime which provide for overtime payments to all eligible workers who work over eight hours in one day in a five-day work week, over ten hours in one day in a four-day work week, over nine hours in a 9/80 or 4/36 workweek, or over 40 hours in any work week, or on the sixth and seventh consecutive days of employment.

13.2.1 Approval for a worker to work overtime will come only from department supervisors, division administrators, or supervisors at a higher level. Approval will be based upon legitimate scheduling or load problems which cannot be solved through reassignment or adjustment of work load and will be governed by the availability of budgeted funds.

- 13.2.2 A worker authorized to work more than 40 hours per week will receive compensation or compensatory time at a rate equivalent to one and one-half times the normal hourly rate as determined by current contract pay, except when a worker works on a holiday, in which case the worker will be paid both regular pay and pay at the overtime rate for the hours worked.

Workers whose work schedule requires them to work beyond 12 hours per day shall be paid at a rate equivalent to double the normal hourly rate as determined by current contract pay for the hours worked beyond 12 hours.

13.2.3 **Compensatory Time Off:**

A worker may request compensatory time off in lieu of cash compensation for overtime worked up to a maximum of 96 hours (12 days). Compensatory time shall be granted at the overtime rate. Any overtime worked shall be reimbursed in compensatory time off within 12 calendar months following the month in which it was reported on the time report. If at the end of the 12 calendar month period the worker has not taken the time off, he/she shall receive overtime pay at the rate that was effective for the worker when the overtime was worked. Compensatory time off may not be carried over beyond these 12 calendar months. The worker has the option of receiving either compensation or compensatory time off for overtime work.

For the purpose of determining the number of hours worked, time during which the worker is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the worker.

13.2.4 **Call Back Time:**

Occasionally a worker may be called back for work in the evening or on a weekend to accommodate a special need. In such cases, travel time to and from home will be counted as time worked. In order to make the disturbance of normal time off worthwhile, the pay for combined work and travel time shall be for a minimum of four hours.

13.2.5 **Distribution of Overtime:**

Overtime shall be distributed among qualified workers in order that opportunities to earn extra pay will be equitably shared and in order that overtime work will not become the burden of a small percentage of qualified workers. Consideration when possible will be given to the personal obligations of workers which may conflict with overtime hours.

13.2.6 **Computer Terminals in Home, Beeper use after Normal Working Hours, Telephone Calls after Normal Working Hours:**

Computer terminals in workers' homes shall be entirely voluntary. Use of such terminals shall be for emergency situations. Workers shall not perform normal or routine work on a regular basis on computer terminals in the home with the following exceptions:

At the request of a worker, and if the needs of the department can be met, the worker may be permitted to work out of his or her home via computer terminal. The request and the subsequent permission, if granted, shall be in writing.

Carrying a beeper after normal working hours shall be entirely voluntary. Workers will not be disciplined for failure to respond to a beeper after they have clocked out for the day.

Workers shall not be held liable for damage or theft of beepers or computer terminals so long as workers exercise reasonable care of the District's equipment.

13.2.6.1 **Stand-By:**

No worker shall be required or requested to be available for handling potential emergency situations or available to answer questions by telephone after he or she has clocked out for the day.

13.2.6.2 **Compensation for Work Performed after Workers have Clocked Out for the Day:**

Workers who are contacted by telephone, beeper, or computer after they have clocked out for the day, but prior to 11:00 p.m., to answer questions or handle emergencies from home, shall be paid a minimum of fifteen (15) minutes overtime and shall be paid in quarter hour (15 minute) increments after the first fifteen (15) minutes.

Workers who are contacted by telephone, beeper or computer after 11:00 p.m. to answer questions or handle emergency situations from home shall be paid a minimum of two hours overtime.

Workers who are contacted by telephone, beeper, or computer for emergencies which begin prior to 11:00 p.m., but continue past 11:00 p.m., will be paid the two hour minimum.

13.2.6.3 **Consideration of Rest Periods:**

A worker who has not had a reasonable period of rest because he or she responded to emergency situations during hours which he or she would not normally be working shall be deemed excused from reporting to work at his or her normal start time. He or she may use accrued compensatory time or unpaid leave for all or part of the following day.

13.3 **Adjustment of Assigned Time:**

A worker in the bargaining unit who is required to work an average of thirty minutes or more per day in excess of her/his regular part-time assignment for a period of twenty consecutive working days or more shall have her/his regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

13.4 **Reporting of Absence:**

13.4.1 **Responsibility of the Worker:**

A classified worker is expected to report on time for the work assignment each day. If for any reason it is impossible to report to work, the worker shall inform the supervisor of this fact as soon as possible prior to the start of the worker's scheduled work time but not later than one hour after normal reporting time unless an emergency situation requires more time. The consent of the supervisor must be obtained in advance of any absence unless the necessity for the absence cannot reasonably be anticipated in advance. A worker who is absent because of illness must keep the supervisor informed as to when he/she expects to return to work. A worker whose illness lasts more than one week must report at least weekly. Failure to comply with either of these provisions may be cause for dismissal. If a worker is absent for three working days without leave or notifying his/her supervisor, the absence will be an automatic resignation as prescribed in Section 7.8.2.

13.5 **Summer Work Schedule:**

13.5.1 Workers assigned to programs and departments where scheduling allows operations during the summer on a four day work schedule will be offered a four day work schedule for the period beginning the Monday after Independence Day and ending the day before Labor Day. Under the summer schedule, the normal work week shall consist of four consecutive work days and the normal work day shall consist of ten hours starting and ending at times appropriate to the needs of the department and agreed upon by the worker and his/her supervisor.

13.5.2 Workers who work less than 10 hours per day during the four-day summer work week shall select one of the following options to cover time not worked:

- a. use of earned vacation (see Section 10.1 regarding the circumstances under which certain amounts of sick leave can be converted to vacation);
- b. use of earned compensatory time;
- c. leave without pay.

ARTICLE 14  
**WORKER EXPENSES AND MATERIALS**

14.1 **Uniforms and Special Equipment:**

Except as agreed to by the worker at the time of initial employment in a position, the District shall provide tools, equipment, uniforms, and supplies reasonably necessary for performance of employment duties. A worker may provide tools or equipment belonging to the worker only with prior written approval of his/her supervising manager. If the employment duties of a worker reasonably require use of any equipment or gear to insure the safety of the worker or others, the District shall furnish such equipment or gear. The District shall enforce the proper use of such equipment or gear to ensure the safety of workers and others.

14.2 **Automobile Insurance:**

The District shall provide secondary personal injury and property damage insurance for workers if they are required to use their personal vehicles on employer business.

14.3 **Physical Examinations:**

The District shall provide the full cost of any medical examination required as a condition of employment or continued employment.

14.4 **Hold Harmless Clause:**

To the extent allowed by law, the District shall indemnify, save harmless from personal loss, and defend all workers from any claim, action, or liability arising from errors or omissions within the scope of their employment if the worker reasonably cooperates in good faith in the defense of the claim or action. It is not intended that this policy protect any individual who acts with actual fraud, corruption, or malice.

14.5 **Parking:**

Use of staff parking lots shall be at no cost to the worker providing the worker's automobile is properly identified.

14.6 **Identification:**

Every District worker is issued annually an identification card for discounts on ticket purchases and which can be used on campus for identification. These cards are non-transferable and may not be lent to others.

ARTICLE 15  
CLASSIFICATION AND RECLASSIFICATION

15.1 **Purpose and Principles:**

The District and the Union believe it is important to maintain a fair and equitable classification system. Because duties and responsibilities change over time, the parties have agreed to a system to update and recognize changes which take place. To accomplish this, a procedure has been established.

Decisions about classification shall be made based on the level of duties and responsibilities assigned to the position by the District, and decisions regarding reclassification shall be based on substantial and permanent changes in the level of duties and responsibilities of the position assigned by the District. The following general guidelines shall apply:

- 15.1.1 An increase in the volume of work shall not be the basis for a reclassification.
- 15.1.2 Temporary project assignment upgrades are compensated by working out of class pay in accordance with Article 8, Section 8.8 and have an agreed-upon beginning and ending date. Such temporary assignments are not subject to this Article.
- 15.1.3 Supervising managers shall not change duties arbitrarily or capriciously while a reclassification request is pending.
- 15.1.4 When a classification is retitled, a decision on the equivalent classification for the purposes of determining seniority rights in the classification shall be made at the time of the change and recorded.

15.2 **Request for Classification or Reclassification:**

Requests for classification may be initiated by the appropriate administrator or Director of Human Resources when a new position is created or a vacancy is to be filled at a different classification.

A request for reclassification may be initiated by either the worker or the appropriate administrator. The duties upon which the reclassification is based must have been assigned by the administrator on a permanent basis. To request reclassification, a completed application shall be submitted to the Classification Specialist. The application shall include:

- 15.2.1 A copy of the present job description;
- 15.2.2 A copy of the job description for the proposed classification;
- 15.2.3 A completed copy of the Classification Questionnaire with all appropriate signatures;

15.2.4 Current and proposed organizational charts showing all positions with current employees and vacancies listed; and

15.2.5 Additional supporting documentation.

Requests for reclassification from more than one worker in the same classification at the same time may be consolidated.

A worker who has applied for reclassification may not apply for another reclassification for at least two years from the date of the last reclassification request, including a reclassification request under a prior agreement, except in extraordinary circumstances or reorganization.

All requests for classification or reclassification shall be submitted on the agreed upon application form (Appendix A) and the reason for the request shall be specifically stated. All requests shall be signed by the worker and the worker's supervising manager, who will not be allowed to change any of the worker's comments. Applications may be obtained from the Classification Specialist. The completed and signed application shall be submitted to the Classification Specialist with a copy to the supervising manager and the Union.

### 15.3 **Classification Specialist:**

The Classification Specialist shall prepare a report and impartial analysis on each request for classification or reclassification. It is also the Classification Specialist's responsibility to determine whether there is currently an appropriate classification within the District, recommend addition or deletion of duties and prepare new or amended job descriptions. The report will be completed within 45 days, whenever possible, and sent to all interested parties prior to the meeting provided for in Section 15.4 below.

The Classification Specialist's review will be based upon the following:

15.3.1 The completed application and all appended material;

15.3.2 An interview with the worker's supervising manager;

15.3.3 A desk audit, if necessary;

15.3.4 Internal or external audits of other similar or related positions as necessary;

15.3.5 Any other relevant information; and

15.3.6 If requested by the applicant, an interview with up to two additional staff who have reason to know about the duties being performed.

#### 15.4 **Classification Meeting:**

The Classification Specialist shall schedule a meeting to consider the report as soon as practical. For the District, a representative from Human Resources, the Classification Specialist, and the appropriate administrator(s) and supervisor(s) shall attend. The worker(s) and his/her representative(s) shall attend. The meeting shall be informal and shall not be conducted like an evidentiary or trial-type hearing, although there may be written statements and documents presented. There shall be a full discussion of the report and of any suggested alternatives. There shall be no witness testimony at the meeting.

If more information is necessary the meeting shall be adjourned and reconvened but in no case shall this step take more than 30 days.

The Director of Human Resources shall issue a written decision within ten (10) working days after the meeting. Copies of the decision shall be distributed to meeting participants. The decision shall also include instructions regarding the process for appeal if the parties have not reached agreement.

#### 15.5 **Appeal:**

The decision may be appealed to the Vice Chancellor of Human Resources and Affirmative Action. The appeal form must be filed with the Classification Specialist within ten (10) working days of receipt of the decision by the worker. The Vice Chancellor shall review the decision and all written documentation previously submitted. Within thirty (30) working days of receiving an appeal the Vice Chancellor will render a written decision. Copies of the written decision shall be distributed to the Union, the worker, the administrator and the Classification Specialist.

#### 15.6 **Final Appeal:**

The decision of the Vice Chancellor of Human Resources may be appealed to a neutral party, jointly selected by the Union and the District. The cost of the neutral party shall be shared on a 50/50 basis. The appeal form must be filed with the Classification Specialist within ten (10) working days of receipt of the decision of the Vice Chancellor of Human Resources. The neutral party shall review the decision and all written documentation previously submitted. Within thirty (30) working days of receiving an appeal, the neutral party will render a final written decision. Copies of the final written decision shall be distributed to the Union, the worker, the administrator and the Classification Specialist.

#### 15.7 **Retroactivity of Reclassification Decisions:**

A decision to reclassify a worker to a higher position shall be retroactive to the date of the application. If duties previously assigned by the administrator are removed from a worker as a result of a reclassification decision, the worker shall receive pay pursuant to Section 8.8.

ARTICLE 16  
**DISCIPLINARY ACTION**

16.1 **Purpose:**

The Disciplinary Action Procedures for Classified workers set forth in this article shall be the exclusive means by which permanent classified workers in the bargaining unit may be dismissed for cause, involuntarily suspended without pay, or demoted. The provisions of this Article apply to permanent, non-probationary workers.

16.2 **Definitions:**

Unless the context requires otherwise, the following definitions shall govern the construction of these procedures.

16.2.1 “Chancellor” means the Chancellor of the Foothill-De Anza Community College District or such persons as the Chancellor may designate to act for the Chancellor.

16.2.2 “Disciplinary Action” means any action to dismiss, suspend, or demote a worker for cause. Disciplinary action does not include termination during probation.

16.2.3 “District” means the Foothill-De Anza Community College District, its Board of Trustees, or any management worker of the District who has authority to act on behalf of the District.

16.2.4 “Worker” means any classified worker in the bargaining unit.

16.2.5 “To file” means to deliver either personally accompanied by a receipt for the worker to sign and date with a copy retained by the worker or by certified mail, return receipt requested. A document is “filed” on the day it is received in the case of hand delivery or on the postmark date in the case of certified mail.

16.2.6 “Hearing record” or “record” means all of the documents and materials that are a part of the disciplinary action proceeding, including, but not limited to: the Notice of Discipline; the worker’s response to the Notice, if any; all of the evidence introduced at the hearing; the tape recording of the hearing; and the transcript of the hearing, if any.

16.2.7 “Notice” means Notice of Discipline.

16.2.8 “Skelly Officer” means a management worker designated by the Chancellor to receive and evaluate a worker’s response to the Notice, if any, prior to the effective date of the sanction.

16.2.9 “Shall” is mandatory; “may” is permissive.

16.2.10 “Working day” means any day during which the central administrative offices of the District are open for business.

mor16.3     **Cause:**

Any worker in the bargaining unit may receive a warning or written reprimand or may be dismissed, demoted, or suspended for any of the following causes:

- 16.3.1    Incompetence;
- 16.3.2    Failure or refusal to perform the normal and reasonable duties of the position;
- 16.3.3    Insubordination;
- 16.3.4    Willful damage of District property or waste of District property;
- 16.3.5    Use of District time, facilities, equipment or supplies for private gain or advantage;
- 16.3.6    Dishonesty;
- 16.3.7    Duplication of any key to a District facility without proper authorization;
- 16.3.8    Participation in any activity or enterprise, or acceptance of any employment that is clearly inconsistent, incompatible, or in conflict with the duties of the position;
- 16.3.9    Conviction of a misdemeanor involving moral turpitude or conviction of a felony;
- 16.3.10   Discourteous treatment of, or abusive conduct towards others in the work setting;
- 16.3.11   Possession of open containers of alcoholic beverages, consumption of alcoholic beverages while on duty, or intoxication while on duty;
- 16.3.12   Possession on District premises of any narcotic, restricted dangerous drug or other substance regulated by the California Uniform Controlled Substances Act unless such possession is under a valid written prescription;
- 16.3.13   Gross negligence in performance of duties.
- 16.3.14   Sexual harassment of others in the work setting.

16.4    **Progressive Discipline:**

The District intends to use progressive discipline, unless the circumstances call for a departure.

- 16.4.1    Warnings: Except in those situations where an immediate reprimand or suspension is justified under the provisions of the *Agreement* , the worker whose work or conduct is of such character as to incur discipline shall first be specifically warned by the supervising manager. The supervising manager will explain the problem orally, and where appropriate, shall give suggestions for improvement.

- 16.4.2 Written Reprimand: The supervising manager will present a copy of a written reprimand to the worker in person, and where appropriate, shall give suggestions for improvement. The worker may request a union steward or officer to be present and assist in any response. Written reprimands are not grievable, but the worker may include a response that will be attached to the reprimand.
- 16.4.3 Suspension: "Suspension" is the temporary removal from the paid employment of the District for a specified period of time. During the unpaid time, health benefits shall continue.
- 16.4.4 Involuntary Demotion: "Involuntary Demotion" is the placement of the worker in a lower classification. Demotion may be an alternative to suspension.
- 16.4.5 Dismissal: "Dismissal" is the termination of employment of the worker.

**16.5 Time Limit:**

The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the worker becoming permanent nor for any cause alleged to have arisen more than one year preceding the date that the District files the notice of disciplinary action.

**16.6 Notice of Proposed Disciplinary Action:**

- 16.6.1 The Chancellor or designee may initiate disciplinary action against a worker by serving the worker with a Notice of Discipline. The Notice shall be in writing and signed by the Chancellor. It shall include a statement of the specific charges against the worker, shall be written in ordinary and concise language describing the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. It shall also include the nature of the discipline to be imposed and its effective date, a statement of the worker's right to appeal the action, and a statement of the worker's right to union representation.
- 16.6.2 The Notice shall name a Skelly Officer for the purposes of Section 16.7 below.
- 16.6.3 A copy of these procedures shall be attached to the Notice along with the Disciplinary Action Appeal Form.
- 16.6.4 The Notice of Discipline shall be served upon the worker either in person or by certified mail at least seven (7) working days prior to the effective date of the sanction. A copy of the Notice shall be sent to SEIU, Local 715, and to the chief steward.

**16.7 Skelly Hearing:**

- 16.7.1 The worker may request a Skelly Hearing either orally or in writing prior to any

disciplinary action being taken.

- 16.7.2 At any time prior to the effective date of the discipline, the worker or his or her representative may examine the material upon which the discipline is based. The worker's response may be written or oral and must be submitted to the Skelly Officer named in the Notice. The Skelly hearing does not include witnesses or the right to cross-examine.
- 16.7.3 The Skelly Officer shall consider the worker's response and recommend proposed action to the Chancellor. The Skelly Officer shall inform the worker and his/her Union representative of the outcome in writing, prior to the proposed effective date of the discipline.

16.8 **Formal Hearing-Recommended Suspension, Demotion or Dismissal:**

- 16.8.1 The worker has the right to a hearing on the charges. The worker's request for a hearing must be in writing, and must be mailed or delivered to the Chancellor no later than seven (7) working days after the date on which the District's notice of intent is served on the worker. Failure to request a hearing within the seven (7) days shall be deemed to be a waiver of the right to the hearing. The hearing shall be held within a reasonable period of time as soon as is practical.
- 16.8.2 If the worker elects a formal hearing, the Board shall designate a Hearing Officer as its authorized representative to hear the case. The Hearing Officer shall be an attorney who has professional experience presiding at judicial or quasi-judicial proceedings, or who has been a member of the California Bar for at least five years. The Hearing Officer shall not hold any employment or contract (other than as Hearing Officer) with the Foothill-De Anza Community College District during her/his service as Hearing Officer.
- 16.8.3 The worker may be represented at the hearing by a representative of his or her choice. If the representative or any witnesses required are workers of the District, they shall be released from duty to testify or represent with no loss of pay or benefits.
- 16.8.4 The District shall arrange for the making of an audiotape of the hearing. Following the completion of the hearing, the worker may purchase a copy of the tape at cost.
- 16.8.5 The worker, the Hearing Officer or both may have a court reporter present to record the hearing; provided, however, that if the court reporter's notes are transcribed, the other party may purchase a copy of the transcript at cost.
- 16.8.6 The Hearing Officer may make any rules for the conduct of the hearing as she/he deems appropriate so long as they are consistent with these procedures.
- 16.8.7 The District shall carry the burden of proof.

- 16.8.8 The worker, or the worker's representative, may inspect all documents in the possession of the District that are admissible in evidence at the hearing. Any documents which the District does not provide at the request of the worker or the worker's representative ten (10) working days prior to the hearing shall not be admissible at the hearing. Any documents which the worker or the worker's representative does not provide at the request of the District ten (10) working days prior to the hearing shall not be admissible at the hearing.
- 16.8.9 The worker or the worker's representative may also interview other workers of the District who have knowledge of the acts or omissions upon which the disciplinary action was based. Inspection of documents and interviews with other workers shall occur at reasonable times and places during normal business hours.
- 16.8.10 Not later than the commencement of the presentation of evidence at the hearing, the worker and the Disciplinary Officer shall exchange the names of the witnesses they reasonably expect to call. The worker and the Disciplinary Officer may also agree upon exhibits that can be admitted without objection, and may enter into any stipulations that are appropriate.
- 16.8.11 The Hearing Officer shall prepare a written decision containing findings of fact and conclusions as to whether the disciplinary action should be sustained, modified, or revoked; the rationale supporting the findings and conclusions; and a recommended sanction, if any.
- 16.8.12 The Hearing Officer's proposed decision shall be provided to the worker, his/her representative and to the President of the Board of Trustees for consideration by the full Board in executive session.

16.9 **Board Decision:**

The Board will make a final decision at a board meeting, as soon as practicable, following receipt of the Hearing Officer's recommendation. The worker and SEIU will be advised immediately of that decision in writing.

16.10 **Confidentiality:**

The evidence, proceedings, and conduct of the hearing shall remain confidential and shall not be made public by the District, by any of the participants at the hearing or by any person attending the hearing, except as any of the foregoing may be filed in court or introduced as evidence in an administrative or court proceeding brought to review an action taken pursuant to these procedures. In the event such matters do become public, however, such public statements as are appropriate may be made.

This policy of confidentiality shall not preclude discussion of the case with others as necessary to prepare for the hearing, nor shall it preclude the District from taking any action fol-

lowing appropriate procedures against any person or entity on the basis of evidence developed at the hearing.

16.11 **Immediate Suspension:**

A worker may be immediately suspended with pay under circumstances in which retention of the worker in the job would potentially cause harm to students, workers, public property or any other persons.

16.11.1 Upon the imposition of the immediate suspension, the worker shall be given oral notification to go home or to stay home, followed by immediate written notice as stated in Section 16.6 of this *Agreement*.

16.11.2 Such suspension shall be with pay until the worker and his/her representative have been given the opportunity to meet with the Chancellor or his/her designee, who shall explain the reasons for the suspension. At such meeting, the worker may state, orally or in writing, his/her side of the matter. If the worker's statement is in writing, the District shall enter such statement into the worker's personnel file, along with the District's notice of suspension and accompanying reasons therefor. The decision whether or not to continue the worker's suspension and to continue the suspension with pay or without pay, shall be made by the Chancellor or his/her designee.

16.11.3 In addition to any other remedy or discipline provided for herein, the Chancellor may, under circumstances that render it lawful, notify any worker who has willfully disrupted the orderly operation of the District or any of its facilities that the worker may not remain on any campus or other facility of the District. In such event, the Chancellor shall adhere to the requirements of, and the worker shall be accorded the rights prescribed in, Penal Code Section 626.4.

16.12 **Administrative Leave:**

16.12.1 Notwithstanding any other provision of this article, a worker may be immediately placed on paid administrative leave pending investigation of incidents and/or pending a hearing for any cause listed in this article.

16.12.2 If the incidents giving rise to the administrative leave are not documented in writing in the worker's personnel file, including the fact that the worker was placed on such leave, neither the incidents nor the fact of such leave may be later used in any disciplinary action against the worker.

16.12.3 The worker shall be supplied with a copy of any such written documentation prior to its placement in his/her personnel file and has the right to respond to the contents of the documentation within ten (10) working days. Any such response shall be attached to and made a permanent part of the documentation.



ARTICLE 17  
RETIREMENT

17.1 **Health Insurance Benefits for Retirees:**

Each retired worker, hired before July 1, 1997 who qualifies under this section, and her or his eligible dependents including domestic partners, shall receive medical insurance benefits, prescription drug benefits, vision care benefits, and dental benefits as provided in this section and described in Article 18.

17.1.1 A qualified worker is one:

- 17.1.1.1 who is age 55 or older, who has retired from service from the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement from either of said retirement systems), and who has rendered service to the District as a permanent or probationary worker with a normal work week of at least 20 hours for 10 or more years immediately preceding her/his retirement; or
- 17.1.1.2 who is on a disability retirement from the State Teachers Retirement System or the Public Employees Retirement System and who has rendered service to the District as a permanent or probationary worker with a normal work week of at least 20 hours for 10 or more years immediately preceding her/his retirement; or
- 17.1.1.3 who was hired before July 1, 1997, and has rendered service to the District as a permanent or probationary worker with a normal work week of at least 20 hours for 20 or more years immediately preceding her or his resignation. If the worker qualifies under this subsection benefits shall be provided to the worker and her/his spouse only.

No absence from the service of the District under a leave of absence shall constitute a break in the continuity of service required by this section, nor shall any absence from service for 39 months or less because of layoff constitute a break in the continuity of service required by this section. However, time spent on a leave of absence without pay or in layoff status shall not count towards the service requirement prescribed by this section.

- 17.1.2 The benefits provided to eligible dependents pursuant to this section shall cease upon the death of the retired worker. However, a surviving spouse may continue to receive benefits under this section by reimbursing the District quarterly, in advance, for the full premium or its equivalent for all of the benefits provided.
- 17.1.3 Retired workers may change health benefit plans during a scheduled open enrollment period. This section shall not be construed as prohibiting any change in

benefits or benefit plans as specified in Section 17.1.7.

- 17.1.4 Each retired worker and every eligible dependent shall, upon obtaining eligibility for Medicare, receive benefits under this section only in a manner that augments the benefits that the worker or dependent could receive from Medicare even though the retired worker or her/his eligible dependents fail to claim rights to Medicare benefits. It shall be the sole responsibility of the retired worker and her/his eligible dependents to satisfy the requirements of Medicare, but the District shall reimburse the retired worker and her/his eligible dependents for the basic cost of Medicare during the previous 12 months if adequate proof of payment is submitted to the Office of Human Resources, at least once each calendar year and at any time that the amount of the premium is changed by Medicare. This section shall not apply to retired workers or their eligible dependents whose social security status does not qualify them for Medicare benefits.
- 17.1.5 If a retired worker or her/his eligible dependents receive benefits under any other health benefits plan, the benefits provided under the other plan shall be primary and the benefits provided under this section shall be reduced to the difference between the benefits provided or paid or payable by the other plan and the maximum benefits provided under this section.
- 17.1.6 To obtain the benefits provided under this section a worker shall file an application for the benefits with the Office of Human Resources and shall complete all necessary enrollment forms before the last date of her/his employment with the District.
- 17.1.7 The benefits provided under this section shall remain subject to modification, revision, or termination by any future agreement negotiated between the Board and the exclusive representative for Unit 1.
- 17.1.8 Unit members employed after July 1, 1997 shall receive a medical benefits bridge program to cover the cost of medical benefits in the period of time between retirement and eligibility for Medicare coverage. Once eligible for Medicare coverage, the District's obligation for Medicare and/or medical benefits contributions shall cease.
- 17.1.8.1 A qualified worker is one:
- who is age 55 or older;
  - who has retired from service from the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement from either of said retirement systems);
  - who has rendered service to the District as a permanent or probationary worker with a normal work week of at least 20

hours for 15 or more years immediately preceding his or her retirement;

No absence from the service of the District under a leave of absence shall constitute a break in the continuity of service required by this section, nor shall any absence from service for 39 months or less because of layoff constitute a break in the continuity of service required by this section. However, time spent on a leave of absence without pay or in layoff status shall not count towards the service requirement prescribed by this section.

17.1.8.2 The District agrees to contribute towards the payment of the worker's choice of health benefits premium a maximum of either 2.8% or 5.6% of Range 70, Step F of the salary schedule as follows:

1. Should the retiree have no spouse or qualified domestic partner at the time of retirement, the maximum amount of the benefit to be paid will be 2.8% of Range 70, Step F of the salary schedule.
2. Should a retiree's spouse or domestic partner possess medical benefit insurance in his/her own right as a primary insured, the maximum amount of the benefit to be paid will be 2.8% of Range 70, Step F of the salary schedule.
3. If the retiree is married or has a qualified domestic partner as of the date of retirement, and the spouse or domestic partner has no medical benefits coverage as a primary insured, the retiree will receive up to a maximum of 5.6% of Range 70, Step F of the salary schedule for the payment of medical insurance premiums for him/herself and his/her spouse/domestic partner, until eligible for Medicare coverage.
4. In the event that the worker qualifies for the benefit, that workers' surviving spouse or qualified domestic partner shall be eligible for the benefit under the conditions set forth above.

All current District worker's are required to provide information for Medicare verifying Medicare eligibility and to update that information as appropriate.

## 17.2 **Public Employees Retirement System:**

All classified workers are required by law to participate in the California Public Employees Retirement System. Deductions are made from a worker's regular salary, but not from overtime or extra duty payments. In addition to the worker's contribution, the District makes an employer's contribution as required by law.

## 17.3 **Social Security:**

All classified workers are covered under Federal Social Security (OASDI, which includes Medicare). Both the worker and the District contribute according to rates prescribed by law.



ARTICLE 17A  
**CHANGE IN EMPLOYMENT STATUS BECAUSE OF DISABILITY**

17A.1 No worker who is a member of the Public Employees Retirement System and who is credited with at least 5 years of service, may be terminated pursuant to this article unless he/she waives the right to retire for disability. Pursuant to Government Code Section 21023, if a worker does not waive her/his right to retire for disability and the District believes the worker to be disabled, either the worker or the District, on behalf of the worker, shall apply to PERS for disability retirement.

17A.2 A permanent worker who is unable to perform the essential functions of her/his job because of a mental or physical impairment may be terminated by the District if:

- a. Section 17A.1 does not operate to prevent termination;
- b. Prior to initiating any proceedings to terminate the worker the District first requests a medical exam as provided in Section 17A.3, or the worker submits a medical report as provided in Section 17A.4; and
- c. The worker is accorded the notice and hearing rights specified in the disciplinary action procedures set forth in Article 16 of this *Agreement*, but all records related to the action shall indicate that the matter is not disciplinary in nature.

17A.3 The worker may submit medical reports or other pertinent information to the District. In addition any worker may be required to submit to a medical examination by a physician or physicians designated by the District to evaluate whether or not the worker is able to perform the essential functions of her/his position. Fees for such an examination shall be paid by the District.

The examining physician shall make a written report of the examination to the District. A copy of the report shall be provided to the worker. Failure or refusal of the worker to submit to any medical examination required by the District shall constitute a failure or refusal to perform the normal and reasonable duties of the position. In such event, the absence of an examination shall not prevent the District from submitting an application for disability retirement for the worker, or from commencing disciplinary action pursuant to Article 16.

17A.4 In lieu of or in addition to a medical examination as provided in Section 17A.3, the District may rely upon a medical report from the worker's physician.

ARTICLE 17B  
**PRE-RETIREMENT REDUCTION IN CONTRACT**

**17B.1 Eligibility:**

Each full-time 12-month, 11-month, 10-month, or academic-day classified worker who meets the requirements of this article may reduce his/her contract from full-time to part-time while maintaining his/her retirement benefits pursuant to Education Code Section 88038 and Government Code Section 20819.

To be eligible for a pre-retirement reduction in contract the worker must:

17B.1.1 Have reached the age of 55 prior to the reduction in contract;

17B.1.2 Have been employed full-time for at least ten years in a classified position requiring membership in an appropriate California state retirement system; and

17B.1.3 Have served full-time without a break in service during the preceding five years.

This article shall be applicable only to classified workers who request a reduction in contract, who meet the criteria established in this section.

**17B.2 Period of Reduced Contract:**

The maximum period during which a classified worker's contract may be reduced under this article shall be five years. At the conclusion of the period during which a classified worker's contract is reduced under this article, the worker shall retire.

**17B.3 Rights and Benefits:**

A classified worker whose contract has been reduced under this article shall retain all paid benefits afforded full-time classified workers and shall receive the pro rata share of the salary he/she would have earned had he/she continued full-time. In addition, the worker shall retain on a pro rata basis, all other rights and benefits of permanent classified workers.

**17B.4 Duties:**

A classified worker whose contract has been reduced under this article shall fulfill the appropriate pro rata share of the hours and classified duties that would have been required had the worker continued as a full-time worker.

**17B.5 Contributions to the Retirement System:**

In compliance with Education Code Section 88038 and Government Code Section 20819, a classified worker whose contract has been reduced under this article shall contribute to the appropriate retirement system by payroll deduction the amount he/she would have contrib-

uted had he/she continued full-time. The District shall contribute to the appropriate retirement system the amount required by law.

**17B.6 Request for Reduction in Contract:**

To implement the provisions of this article, a classified worker shall file a written request for a reduced contract specifying:

17B.6.1 That the request is pursuant to this article;

17B.6.2 The reduced contract the worker desires under this article, provided it is not less than one-half of a full contract; and

17B.6.3 The number of years during which the classified worker wishes his/her contract to be reduced under this article, provided the number of years does not exceed five.

The request shall be filed no later than May 1 preceding the college year during which the worker wishes the reduced contract to become effective. College year means July 1 to June 30. The request shall be filed with the appropriate supervisor with a copy to the Director of Human Resources. If the worker's request is granted, it shall take effect at the beginning of the next college year and, unless during the first year of reduction in contract under this article the worker submits a written request to return to full-time employment at the beginning of the next college year, may be revoked only with the mutual consent of the worker and the District.

**17B.7 Other Reductions in Contract:**

Nothing in this article shall prohibit a classified worker from requesting a reduction in contract outside of the provisions of this article nor shall it prohibit the District from granting such a request.

ARTICLE 18  
**PAID BENEFITS**

18.1 The District shall provide paid benefits to each qualified classified worker as specified in this article. Copies of all benefit programs including the specific coverage each program provides shall be available through the Office of Human Resources. A “qualified classified worker” is one who:

18.1.1 Is either a permanent or probationary classified worker;

18.1.2 Is employed at least half-time;

18.1.3 Has been in paid status during the month preceding the month covered by the benefits;

A classified worker shall be deemed to be in paid status during any recess or intercession if the worker is scheduled to return to paid status at the end of the recess or intercession.

The District shall pay the full premium or its equivalent for each qualified classified worker.

18.1.4 A resigning worker shall cease to be a qualified classified worker at the end of the calendar month during which his/her resignation becomes effective.

18.2 A disabled classified worker receiving long-term disability payments under Section 18.9 shall, following the exhaustion of all sick leave and extended sick leave, remain a qualified classified worker for the purpose of receiving health benefits for three years provided the worker has been employed by the District for at least five (5) years.

18.3 **Medical Benefits:**

The District shall provide each qualified classified worker and his/her dependents either of two medical benefit programs: Kaiser Medical Plan, or Preferred Provider Organization (PPO) medical benefit plan.

Dependent shall be defined as the worker’s spouse or domestic partner, and any child who is claimed as an allowable dependent on the worker’s Federal Income tax return.

The District shall provide for the full cost of providing benefits for qualified classified workers and their eligible dependents, subject to the following:

- a. The PPO medical plan shall include a co-payment by the worker of \$10.00 per office visit.
- b. The lifetime limit for any worker or dependent under the PPO medical benefit plan shall be \$2,000,000 per insured. Workers who have already accumulated \$1,000,000 in medical expenses as of April 1, 1993, shall have a lifetime cap of \$3,000,000.

- c. Under the PPO medical plan, if services are acquired from a non-PPO provider and such services were available from a PPO provider within 30 miles of the insured's primary residence, the Plan shall pay 80% of the usual and customary rates (UCR) for the first \$10,000 of such medical services annually. Thereafter, the Plan shall pay 100% of the UCR charges consistent with other requirements.
  
- d. No benefits will be paid for a pre-existing condition unless:
  - 1. a period of at least three (3) months in a row has elapsed on or after the effective date of insurance during which the insured or insured dependent has incurred no expenses and received no medical treatment or advice or taken any medication in connection with the pre-existing condition; or
  - 2. a period of at least 12 months in a row has elapsed during which the insured or insured dependent has been continuously insured for this benefit; or
  - 3. with respect to the insured only, a period of at least six (6) months in a row has elapsed during which the insured has been continuously insured for these benefits actively at work.

Upon attaining age 70, a worker or his/her spouse will be covered under a plan that augments Medicare as applicable to the Social Security status of the individual. The District shall provide reimbursement for payment to Medicare by the worker or his/her eligible dependent for the basic cost of Medicare Parts A and B up to a maximum of \$600 per year if adequate proof of payment is submitted to the Director of Human Resources at least once each calendar year and at any time that the amount of the premium is changed by Medicare.

#### 18.4 **Dental Benefits:**

The District shall provide dental care benefits for each qualified classified worker and dependents.

#### 18.5 **Vision Care Benefits:**

The District shall provide vision care benefits which pay part of the normal cost of eye examination and prescribed glasses for qualified classified workers and dependents.

#### 18.6 **Prescription Drug Benefits:**

The District shall provide prescription drug benefits which pay the cost, less a \$5.00 deductible for each prescription for workers and their eligible dependents, except mail order prescriptions for which there will be no deductible. The District will track and monitor prescription drug costs through systems provided by the vendor.

#### 18.7 **Employee Assistance Program:**

The District shall provide an employee assistance program for each qualified classified worker and his or her eligible dependents.

The District and Union shall maintain approved procedures which the District will follow in making formal referrals to the EAP.

18.8 **Life Insurance:**

The District shall provide a \$40,000 level-term life insurance benefit for qualified classified workers and \$1,500 to their dependents.

18.9 **Long-term Disability Insurance Benefits:**

The District shall provide each qualified classified worker with long-term disability insurance as follows:

18.9.1 The insurance shall provide a disability payment equal to 66-2/3% of the worker's "basic monthly earnings" on the date he/she was disabled to a maximum payment of \$4,300 per month. "Basic monthly earnings" means 1/12th of the worker's annual contract salary.

18.9.2 The disability payment under the long-term disability insurance shall begin after all full-pay sick leave and extended sick leave under Article 10 has been used.

18.9.3 For workers with five years or more of STRS service and two or more eligible children on the date of disability, disability payments shall be payable for one year from the date of disability for both accident and illness provided that the worker is sixty-nine years of age or younger on the date of disability. If the period of disability extends beyond one year, the worker shall receive disability allowance payment from STRS.

18.9.4 For all workers not included under Section 18.9.3, the disability payments shall be payable for 10 years from the date of disability for both accident and illness provided that the worker is 55 years of age or younger on the date of disability. If the worker is older than 55 years on the date of disability, the maximum disability payment period shall be the same as that provided in the maximum disability payment schedule set forth in the District's long-term disability insurance policy.

18.10 **Worker's Compensation:**

All workers are protected under provisions of the State Workers' Compensation Insurance Law. (See also Industrial Accident Leave, Section 10.9.) Any injury must be reported to the campus Health Services, the Office of Risk Management or the Office of Human Resources within 24 hours or the claim may be denied.

18.11 **Benefits During Unpaid Leave of Absence:**

A classified worker on unpaid leave of absence who is not qualified for paid benefits under Section 18.1 or 18.2 may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent. The cost of reimbursement for such benefits shall be determined as follows:

- 18.11.1 For ten-month classified workers, 1/10th of the full annual premium or its equivalent for each month during which the worker is not qualified.
- 18.11.2 For eleven-month classified workers, 1/11th of the full annual premium or its equivalent for each month during which the worker is not qualified.
- 18.11.3 For twelve-month classified workers, 1/12th of the full annual premium or its equivalent for each month during which the worker is not qualified.
- 18.11.4 For academic-day (176 days) classified workers, 1/176th of the full annual premium or its equivalent for each day during any month during which the worker is not qualified.

18.12 **Insurance Carriers and Benefit Administrators:**

The District shall maintain contracts with current insurance carriers and administrators of benefit plans. Any change of carrier or administrator or level of coverage will be made only after consultation and mutual agreement between the parties to this *Agreement*. At least once annually benefit information will be sent to all members of the unit.

- 18.13 The District and Union shall meet during the term of this *Agreement* as often as necessary, but no less than quarterly, to review the District's benefit packages. The parties will freely discuss cost saving and benefit options as well as review current usage of the District health plan. Any changes must be mutually agreed upon and approved by the Board of Trustees.
- 18.14 The District will offer workers the opportunity to set up spending accounts for dependents and for worker benefit contributions in accordance with IRS regulations.

18.15 **Domestic Partners:**

Domestic Partner Benefits are available to the bona fide domestic partner aged over 18 of an unmarried District worker. Such benefits are available only to domestic partners who are not legally allowed to marry in the state in which they reside.

These benefits consist of medical, prescription drug, dental, and vision. Domestic Partner Benefits do not include Retirement Medical Insurance, Life Insurance, Disability Insurance and certain other benefits available to spouses. Benefits will not be provided for dependents of the non-worker domestic partner.

Additional information regarding eligibility criteria may be obtained by contacting the Benefits Office.

Both the worker and the domestic partner must attest to certain facts by completing and signing the Affidavit, which includes an Affidavit of mutual responsibility. This Affidavit may have potential legal implications under California law, which has recognized that non marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. If you have questions regarding the potential legal effects of signing the Domestic Partnership Affidavit, you should consult an attorney.

Domestic partner benefits are most likely taxable income unless the domestic partner is deemed to be a dependent under Internal Revenue Code section 152. Further, a domestic partner most likely does not have many federal rights involving benefits that spouses possess under ERISA, COBRA and the IRC. Again, an attorney should be consulted if you have any questions.

The District may, at its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions contained in the Affidavit.

The Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

An “Eligibility Criteria for Domestic Partner Benefits” and the “Affidavit for Enrollment of Domestic Partners” are contained in Appendix F.

ARTICLE 19  
SAFETY

19.1 **District Compliance:**

The District shall comply with all health, safety, fire and sanitation requirements imposed by state or federal law or applicable OSHA regulations. A worker who believes that a requirement is not being complied with should notify the Office of Risk Management.

19.2 **No Discrimination:**

No worker shall be in any way discriminated against as a result of reporting to the District any condition believed to be in violation of Section 19.1 of this *Agreement*.

19.3 **Worker Driving Record:**

19.3.1 A worker using a District vehicle on or off District property may be required to show on request by the vehicle issuing departments a current valid California vehicle operator's permit.

19.3.2 In work assignments where a worker may be required to have use of a District vehicle on frequent occasions, an obligatory vehicle driving background check through the Department of Motor Vehicles will be required to assure that the individual is not presently on driver's suspension or has a recent history of traffic violations. The worker must be informed in writing, through completion of a Driving Record Release form, before the check is made.

19.3.3 The driving record check will be handled in a very discreet manner by the automobile insurance carrier and the Office of Risk Management, and the information secured shall be kept in the worker's personnel file.

19.4 **Health Services:**

The Director of Health Services or designee on duty on each campus, is available to all workers for consultation. Any injury occurring to a worker while on duty must be reported to the campus Health Services or Human Resources within 24 hours or Workers Compensation claims may be denied.

19.5 As the District plans the purchase of new furniture and equipment, workers shall be consulted regarding ergonomically appropriate furniture or equipment purchased for their use.

19.6 The District and SEIU agree to a safety committee convened by the District's Risk Manager to maintain a safe and healthful work environment within the District.

## ARTICLE 20 NEGOTIATIONS

### 20.1 **Notification:**

If either party wishes to alter or amend this *Agreement*, it shall, not later than 120 days prior to the termination date set forth under Article 23, provide written notice and a proposal to the other party of said desire and the nature of the amendments. Such notice shall be made public according to PERB regulations.

### 20.2 **Commencement of Negotiations:**

By mutual agreement negotiations may begin at any time upon any specific portion of this *Agreement*. If a request to commence negotiations is made by either party at any time within six months immediately preceding the expiration of this *Agreement*, as set forth in Article 23, negotiations shall commence within 30 days of the filing of the request.

### 20.3 **Public Notice:**

Public notice shall be given of any reopening of negotiations upon all or any part of this *Agreement* and of any additions or changes in this *Agreement* that are ratified and signed by both parties.

### 20.4 **Released Time for Negotiations:**

Local 715 shall have the right to designate at least seven members who shall be given a reasonable amount of released time to prepare for and participate in negotiations.

### 20.5 **Reopeners:**

With the exception of years when the entire *Agreement* is open for negotiation, either party may reopen negotiations on Article 8 (Pay and Allowances), Article 18 ( Paid Benefits) and one additional article of either party's choice.

ARTICLE 21  
**MANAGEMENT RIGHTS**

21.1 **Rights:**

It is understood and agreed that the District has all the customary and usual rights, powers, functions, and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to this *Agreement* are retained except as they are specifically abridged or modified by this *Agreement* or by any supplement to this *Agreement* arrived at through the process of collective bargaining.

ARTICLE 22  
**CONTRACT REVIEW COMMITTEE**

- 22.1 The District and the Union shall establish a District/SEIU committee composed of three District representatives, the Chapter Chair of SEIU, SEIU's Chief Negotiator and representatives from SEIU's negotiating team (one from each college and one from Central Services). The committee shall meet monthly, at times mutually convenient to the Union and the District, for the purpose of discussing any general problems associated with the administration of this Agreement and to consult on matters that are topics of consultation under Government Code Section 3543.2.
- 22.2 The parties shall not conduct any negotiations at the meetings of the Contract Review Committee, and such meetings shall not be the exclusive means by which the parties may consult with each other.

ARTICLE 23  
DURATION

23.1 **Length of Agreement:**

This *Agreement* is effective November 1, 1998 and shall continue in effect through October 31, 2001 provided however, that either party may reopen negotiations as specified in Section 20.2 and 20.5.