

Victor Valley College  
**AGREEMENT**



between

Victor Valley Community College District

and

Victor Valley College  
California School Employees Association  
Chapter 584

July 1, 2004, through June 30, 2007

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**ARTICLE I  
AGREEMENT**

- 1.1 This Agreement is made and entered into this 27th day of July, 2005, by and between Victor Valley Community College District hereinafter referred to as the "District," and Chapter #584, of California School Employees Association, hereinafter referred to as the "Association."
  
- 1.2 The term of this Agreement will be from July 1, 2004, through June 30, 2007, with reopeners in years two and three on salary, health, and welfare, and two other articles each.

## **ARTICLE II RECOGNITION**

- 2.1 The District confirms its recognition of CSEA Chapter #584 as the exclusive bargaining representative for those members of the classified service holding positions described in Appendix A and Appendix B (permit and associate permit teachers).
- 2.2 All newly created positions of the classified service, as defined in Education Code 88003, which have not been identified by the District as supervisory, confidential or management, shall be added to the unit described in Appendix A or Appendix B (as applicable).
- 2.3 Classified specials with appropriate titles will be added to Appendix D.

**ARTICLE III**  
**NO DISCRIMINATION**

- 3.1 No bargaining unit member shall be discriminated against by the District or the Association because of his or her political opinions or affiliations, or because of race, national origin, religion, marital status or any other legally protected class.
  
- 3.2 Neither the District nor the Association shall unlawfully discriminate against any unit member because of rights guaranteed by the Educational Employment Relations Act. Such discrimination is subject to unfair practice procedures and shall not be grievable under Article XVI of this Agreement.

**ARTICLE IV  
DISTRICT RIGHTS**

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the right to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work not normally and customarily provided by the bargaining unit; and take action on any matter in the event of an emergency. In addition, the board retains the right to hire, classify, assign, evaluate, promote, transfer, layoff, reduce hours, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District shall be limited only by the specific and express terms of this Agreement and any rights not addressed herein are left to the exclusive determination of the District.
- 4.2 The District retains its right to rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board of Trustees.

## **ARTICLE V HOURS AND OVERTIME**

### **5.1 WORKWEEK**

The standard work week shall be forty (40) hours.

### **5.2 WORKDAY**

The length of the work day and assignment of hours shall be designated by the District, subject to the overtime provisions of this article. The District may employ persons in bargaining unit positions who have a regular, minimum assignment of less than eight (8) hours per day and/or forty (40) hours per week. Such positions shall be deemed regular "part-time" positions.

### **5.3 LUNCH/BREAKS**

All bargaining unit members who work an assigned work day of six (6) hours or more shall be entitled to two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon. All bargaining unit members shall also be entitled to a lunch break of one-half hour unless lengthened under 5.3.1 below.

5.3.1 Bargaining unit members may combine the morning and afternoon breaks with their lunch in order to have a one (1) hour lunch break, thirty (30) minutes of which will be duty free. Neither the district nor the employee may schedule a lunch hour and/or break at the beginning or end of the work day.

5.3.2 Any bargaining unit members who wish to combine their breaks and lunch period for the purpose of attending CSEA scheduled meetings, which are outside the unit member's normal break or lunch periods, will be allowed to do so with twenty-four (24) hours written notice to the bargaining unit members' immediate supervisor and with the supervisor's approval. Denial will be justified only if the employees' absence adversely affects the department's operation.

5.3.2.1 A unit member's supervisor may withhold permission for change of break and lunch hours under 5.3.2 when accommodating the request would substantially interfere with the workings of the department. The supervisor's prior approval will not be unreasonably withheld.

### **5.4 OVERTIME**

All overtime hours shall be compensated at the rate of one and one-half (1 ½) the regular rate of pay. Overtime is defined as any time required to be worked in

excess of eight (8) hours in any one day and in excess of forty (40) hours in any one calendar week. bargaining unit members whose average workday is less than eight (8) hours per day shall be paid straight time up to eight (8) hours per day for five days and will be compensated at time and one-half for work on the sixth and seventh consecutive day. Overtime hours do not affect fringe benefits; nor do overtime hours count toward vacation, longevity, completion of probation, or step advances. Bargaining unit members shall not be paid for unauthorized overtime. Any bargaining unit member required to work on any holiday specified in Article X shall be paid compensation, or granted compensatory time off, at the rate of time and one-half (1½) in addition to the regular pay.

## **5.5 OVERTIME DISTRIBUTION**

Overtime work shall be assigned as equally as is practical among qualified unit members in the same classification at each work location, taking into consideration the nature of the work to be performed and the needs of the District.

## **5.6 RIGHT OF REFUSAL**

A bargaining unit member shall have the right to refuse an offer of, or request for overtime, call-back, or call-in time except in case of emergency. The declaration of emergency shall be the prerogative of the District. Where an emergency is declared to exist that threatens to halt, impede, or impair the operation of the college, the bargaining unit member is bound to comply.

## **5.7 COMPENSATORY TIME**

- 5.7.1 A bargaining unit member shall have the option to request compensatory time off in lieu of cash compensation for overtime work. Compensatory time shall be granted at the appropriate rate of overtime. Compensatory time (except that accrued on holidays) shall be accrued at a rate of one and one-half (1½) times the hours worked.
- 5.7.2 Compensatory time accrued on holidays shall be compensated at two and one-half (2½) times the hours worked.
- 5.7.3 When a classified employee chooses to attend a conference/workshop, etc., which lasts beyond the normal workday or workweek, no overtime or compensatory time shall accrue for such hours. When the District requires attendance at a conference/workshop, etc., which exceeds the normal workday or workweek, the employee may choose overtime or compensatory time only for those hours of scheduled conference activities.
- 5.7.4 The option of taking compensatory time must be requested from the bargaining unit member's supervisor and must be scheduled and taken

within twelve (12) months of being earned. A copy of the applicable form is attached as Appendix C.

## 5.8 **SHIFT DIFFERENTIAL COMPENSATION**

A bargaining unit member regularly assigned so that one-half or more of his/her daily work schedule is between 12 midnight and 6 a.m. shall receive a shift differential premium of five percent (5%) above the regular rate of pay.

## 5.9 **FOUR-DAY WORK WEEK**

5.9.1 **Four-day Workweek:** During the term of this agreement for the period between the end of the spring semester and two weeks prior to the beginning of fall semester, a four-consecutive-day workweek will be Monday through Thursday. The workday will be nine hours and twenty-two minutes per day for full-time employees. There will be a flexible lunch hour.

5.9.1.1 An example of a typical, full-time regular workday would be 7 a.m. to 5:22 p.m. with a duty-free lunch of sixty minutes.

5.9.2 While on four-consecutive-day workweek schedule, vacation and sick leave will accrue and be used on an hourly basis to avoid any changes in vacation earned or taken under the normal five-day, forty-hour week.

5.9.3 The following departments or portions of these departments may continue to operate under the normal five-day work week:

Child Development Center  
Maintenance & Operations  
Biological Sciences  
PAC  
MIS  
Campus Police

## 5.10 **CHANGES IN HOURS AT CHILD DEVELOPMENT CENTER**

The District shall be entitled to adjust the hours of permit and associate permit teachers at the Child Development Center from time to time in response to changes in student/teacher ratios. Prior to any such changes in hours, the District shall notify CSEA of the proposed changes. Any such changes in hours will only be allowed with the prior approval of the permit or associate permit teacher. This section shall be applicable only to the Child Development Center and shall not establish a past practice with regard to any other department on campus.

**ARTICLE VI**  
**EXPENSES AND MATERIALS**

- 6.1 The District shall provide tools and equipment it requires for use by unit members in the performance of their assigned duties.
- 6.2 Unit members shall be responsible for all tools, equipment, keys, uniforms, etc. issued to them by the District.
- 6.3 All such District property shall be returned to the District upon termination of employment or as otherwise directed by the District.
- 6.4 Unit members shall reimburse the District for all items lost, damaged or stolen as a result of the unit member's failure to exercise reasonable care.

## **ARTICLE VII UPWARD MOBILITY**

### **7.1 UPWARD MOBILITY**

7.1.1 The purpose of the Victor Valley College classified employee Upward Mobility Program is to assist and enable permanent, classified employees to achieve their career goals at Victor Valley College.

7.1.2 The classified employee Upward Mobility Program at Victor Valley College will include:

#### **7.1.2.1 Career Plan**

The opportunity will be provided to all permanent classified employees to identify their career goals at Victor Valley College. The employee, in cooperation with his/her supervisor, the Office of Human Resources representatives, and/or counselors, will formulate a plan for reaching his/her career goal at Victor Valley College. The plan is to specifically define course work, degrees, job shadowing opportunities and mentoring opportunities, which will prepare the employee for his/her career goal. A copy of the career plan is to be provided to the employee's supervisor, the appropriate vice president and to the Office of Human Resources. Where necessary, the plan is to be updated or revised to reflect career goal changes. The official career goal plan is to be retained in the Office of Human Resources.

#### **7.1.2.2 Evaluation of College/University Classes**

A bargaining unit member who wishes to have courses or activities approved for reimbursement will fill out the Upward Mobility Program forms and submit them to the Upward Mobility Committee chairperson. Courses shall be submitted for approval prior to course enrollment. Courses submitted for approval after the course has begun will not be approved. Each bargaining unit member is responsible for submission of verification of completion and all documents necessary to apply for the reimbursement.

After pre-approval has been obtained, employees will be reimbursed for the cost of required books, course materials, and registration fees upon satisfactory class completion with a grade of "C" or better for lower division courses taken at Victor Valley College and/or upper division course work taken at any accredited four-year college or university which is part of an employee's career plan and which is accredited by an accrediting agency approved by the United States Department of

Education. Fees may not exceed those currently in effect at Cal State University, San Bernardino, at the time of enrollment.

#### **7.1.2.3 Training Leave**

The Board of Trustees may grant to a classified employee a training leave after five years of continuous full-time service. Such leaves may be up to three months at the employee's regular pay or up to six months at 60 percent of the employee's regular pay. The period for qualifying for another leave will commence at the termination of the leave.

The employee must provide the Board of Trustees with a detailed plan which relates directly to achieving his/her Victor Valley College career goal. Failure to fulfill the plan may result in disciplinary action. The employee must agree to continue employment with the District for at least two years after returning to service or return the emolument. Any employee who is granted training leave shall agree in writing to file a bond with the District, which shall enable the District to reclaim any remuneration granted the employee while on leave in the event the employee does not return to the District.

Training leaves shall not be deemed a break in service, nor shall employees earn vacation days, sick leave or holiday pay provided under this agreement. Depending upon district finances, up to two full-time equivalent training leaves may be granted each year by the Board of Trustees.

#### **7.1.2.4 In-Service Training Time**

Classified employees are encouraged to participate in workshops and seminars offered through the Victor Valley College Staff Development Program which relate to their VVC career goals. They are also encouraged to participate in other training opportunities provided through the VVC Staff Development Program.

#### **7.1.2.5 Career Counseling**

Through the Victor Valley College Counseling Program and the Career/Transfer Center, career counseling will be provided without charge for employees to assist them in formulating career goals and training/education plans.

#### 7.1.2.6 **Mentoring**

The District will establish a pool of mentors from which classified employees will be encouraged to select a mentor to help guide and fortify his/her career development at Victor Valley College.

#### 7.1.2.7 **Job Shadowing**

Classified employees will be provided job shadowing opportunities which relate to their career goals. The main purpose of job shadowing is to clarify and crystallize career goals. A secondary purpose is to prepare classified employees for particular positions.

#### 7.1.2.8 **Cross Training**

Classified employees will be provided cross training opportunities which relate to their career plan. The purpose of cross training is to gain job-related experience in an area identified in their career goals.

7.1.3 An Upward Mobility Committee shall consist of the director of Human Resources and one (1) other administrative employee appointed by the superintendent/president and two (2) classified employees appointed by the Association. The four (4) committee members shall then appoint a District employee as a fifth committee member.

7.1.4. The Upward Mobility Committee shall review all requests and material submitted to it at its meeting and then take action on the requests within thirty (30) days for all qualified requests for reimbursement for approved participants at the current reimbursement rates through September 30, 2005, for the summer session.

7.1.4.1. Approved participants include permanent classified employees previously approved for the program or permanent classified employees who may seek and obtain approval for reimbursements until September 30, 2005.

7.1.5. After September 30, 2005, the District will distribute \$11,000 each semester and \$3000 each summer on a proportional basis among all classified participants who qualify for reimbursement.

#### 7.1.5.1. Fall Semester Reimbursements

Approved participants must submit verification of course completion and all documents necessary for reimbursement no later than February 15 of the following calendar year.

For example, for the fall 2005 semester, approved participants must submit the necessary documentation to the District no later than February 15, 2006, for review and processing.

#### 7.1.5.2. Spring Semester Reimbursements

Approved participants must submit verification of course completion and all documents necessary for reimbursement no later than July 15 of the same calendar year.

For example, for the spring 2006 semester, approved participants must submit the necessary documentation to the District no later than July 15, 2006, for review and processing.

#### 7.1.5.3. Summer Semester Reimbursements

Approved participants must submit verification of course completion and all documents necessary for reimbursement no later than October 15 of the same calendar year.

For example, for the summer 2006 semester, approved participants must submit the necessary documentation to the District no later than October 15, 2006, for review and processing.

#### 7.1.5.4. Reimbursement Process

Upon receipt of the approved participants' necessary documentation by each semester's respective deadline, as stated above, the District will calculate the total amount of qualified requests. The District will determine each approved participant's proportionate share of reimbursement based upon the total amount of qualified requests.

For example, if by February 15, 2006, the District receives total requests for qualified reimbursement in the amount of \$22,000, the total amount available for reimbursement is \$11,000. The District will provide each approved participant 50 percent of his or her request for reimbursement.

The District will process and reimburse, within thirty (30) days after each semester's respective deadline, all qualified requests for reimbursement for approved participants in the Upward Mobility Program.

**ARTICLE VIII**  
**SALARY**

- 6.1 Effective July 1, 2005, the classified salary schedules will be increased by 5.875% as indicated on the schedules attached as Appendix D and Appendix E (permit and associate permit teachers). All classified bargaining unit members, including those working in the Child Development Center, shall be eligible for the increase.
  
- 6.2 In the event either faculty or management is provided a percentage salary increase for the period from the close of negotiations through June 30, 2006, greater than that provided in this agreement, a comparable salary increase will be granted to classified employees.

**ARTICLE IX**  
**HEALTH AND WELFARE BENEFITS**

- 9.1 Major medical health and accident insurance must be carried by all bargaining unit members.
- 9.2 The District will provide for each full-time unit member, per fringe benefit year, \$8100, effective July 1, 2005. A non-discriminatory cafeteria plan shall be offered to all unit members except for subscriber's health insurance which is mandatory and will be deducted from the "cafeteria" plan. If the percentage increase in the contribution for benefits from other than the trust fund is greater for either faculty or management than that percentage granted in this agreement for the period of time from the close of negotiations through June 30, 2006, a similar increase will be provided CSEA.
- 9.3 An insurance committee consisting of two classified bargaining unit members, two certificated bargaining unit members, and two employees appointed by the president shall be formed for the purpose of investigating and developing alternative health and welfare plans. The committee shall meet as frequently as necessary to present recommendations to the president relating to health and welfare programs which provide the best benefits for the least costs. The committee shall endeavor to find programs available within the amount of District contribution set forth herein above, and it shall meet and remain active as necessary.
- 9.4 The District will provide retirement benefits for unit members who are eligible for PERS/STRS retirement and who have a minimum of ten years of service at Victor Valley Community College District at the time of retirement. Said benefits will be the current health insurance benefits provided to the Classified as a whole and said benefits will be provided to both the eligible employee and said employee's spouse until the employee reaches Medicare age. In order to be eligible for this benefit, the unit member must have been employed by the District on or after July 1, 1999. In the event that any or all of the medical providers under the district paid plans are not available to a retired unit member and/or his/her spouse because of a change of residency or otherwise, the District shall be required to pay no more than the amount designated in section 9.2 above in order for the unit member and/or his spouse to obtain alternative benefits.

## **ARTICLE X HOLIDAYS**

### **10.1 SCHEDULED HOLIDAYS**

10.1.1 The following holidays shall be granted as holidays for all bargaining unit members:

- New Year's Day
  - Martin Luther King Day
  - Lincoln Day
  - Third Monday in February known as Washington Day
  - Spring Break Day (which will coincide with Good Friday)
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve Day
  - Christmas Day
  - Winter Break Holiday (in addition to any board-given holidays)
  - New Year's Eve Day
- 
- A national day of mourning when both California state, federal offices, and local school districts are closed in response to a proclaimed day of mourning.
  - One day to be selected on a floating basis with approval of the bargaining unit member's supervisor. The floating holiday shall be used by June 30 of each year and shall not be accrued from year to year.

10.1.2 In the event a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. In the event a holiday falls on a Sunday, the succeeding Monday shall be considered a holiday. For those unit members who work Monday-Thursday shift in the summer, in the event the Independence Day holiday falls on Friday or Saturday, the unit member shall receive a floating holiday which shall be used with the approval of the unit member's supervisor during the month of July in the same year. For those unit members who work a Tuesday-Saturday shift in the summer, in the event the Independence Day holiday falls on Sunday or Monday, the unit member shall receive a floating holiday which shall be used with the approval of the unit member's supervisor during the month of July in the same year.

10.1.3 Unit members whose normal workweek includes Saturday or Sunday, or both, and as a result the employee loses a holiday which he or she would otherwise be

entitled, shall be entitled to a substitute holiday or shall be entitled to compensation in the amount to which the unit member would have been entitled had the holiday fallen within his or her normal work schedule. (Ed. Code 88206).

## **ARTICLE XI VACATION**

- 11.1 All bargaining unit members having served less than five (5) years with the District shall earn one day paid vacation for each month worked during the fiscal year. Time served during the probationary period shall count toward vacation time. Bargaining unit members serving on less than a twelve-month schedule shall accrue vacation leave on the same basis and at the same rate as those employed on a twelve-month schedule, but vacation time so earned must be taken during the months in paid status.
- 11.2 Bargaining unit members having served five (5) years with the District shall earn vacation time at the rate of 1¼ days per month worked.
- 11.3 Bargaining unit members having served ten (10) years with the District shall earn vacation time at the rate of 1½ days per month worked.
- 11.4 Bargaining unit members having served fifteen (15) years with the District shall earn vacation time at the rate of 1¾ days per month worked.
- 11.5 The District reserves the right to adjust requested vacation times so that coincident vacation times will not interfere with the orderly carrying out of the necessary business of the District. Vacation schedules shall be staggered as required by the workload and shall be scheduled in advance and approved by the bargaining unit member's supervisor.
- 11.6 Vacation leave shall not be permitted to accrue for the purpose of taking extended vacations, nor shall bargaining unit members be permitted to continue work on their jobs during vacation periods for the purpose of earning additional pay.
- 11.7 **VACATION ACCRUAL LIMITATIONS**
- 11.7.1 Vacation credit shall be calculated on the basis of the school fiscal year, beginning July 1st and ending June 30 of the year following and may be accumulated to a total not exceeding that which the bargaining unit member could earn in twenty-four (24) months.
- Vacation accrued beyond the two-year maximum will be paid if the following conditions exist. The employee must provide written verification of a denied vacation request. This denied request must reflect that vacation was requested for a time period that would not substantially interfere with the function of the department.
- 11.7.2 Beginning July 1, 2002, all accrued vacation held by any unit member in excess of that which could be earned in twelve (12) months shall be placed in a separate holding account to be used by said unit member. Vacation

placed in the holding account under this section shall be referred to as “banked vacation.” Banked vacation shall not be subject to any vacation accrual limitation. All remaining vacation outside of banked vacation shall be referred to as a unit member’s “*vacation balance*.”

- 11.7.3 Beginning July 1, 2002, any unit member with a *vacation* balance in excess of that allowed under 11.7.1 shall not be eligible to accrue additional vacation days until the unit member reduces his/her *vacation* balance to an amount below the maximum allowed under 11.7.1. As soon as the unit member reduces his/her *vacation* balance to an amount below that allowed under 11.7.1, said unit member shall begin accruing additional vacation at the rate specified in 11.7.1, up to the maximum allowed under 11.7.1
- 11.7.4 All vacation sought to be used by a unit member shall first be drawn from a unit member’s *vacation balance*. When a unit member’s *vacation balance* has been used in its entirety, any additional vacation sought to be used shall be drawn from a unit member’s *banked vacation*.
- 11.7.5 Subsequent to ratification of this Agreement, all classified employees who maintain *banked vacation* balances shall meet in good faith with their supervisors to discuss a voluntary plan to take vacation on an accelerated basis in order to reduce their *banked vacation* balance. Any classified employee who has banked vacation shall be provided notice of the number of days in the bank on or about August 31 of each year.
- 11.8 Full credit for vacation leave will be given for the first and last calendar month of service when the bargaining unit member is in paid status for more than one-half (½) the working days of that month. No credit for vacation time will be given when the bargaining unit member is in paid status for less than one-half (½) the working days of that month.
- 11.9 Part-time bargaining unit members shall be entitled to vacation leave on a pro-rata basis.
- 11.10 Vacation may be taken in units of not less than one hour units.
- 11.11 When any bargaining unit member leaves the employ of the District for any reason, including a layoff, he or she shall be entitled to all vacation pay earned and accumulated up to and including the last day of employment.
- 11.12 If a bargaining unit member is terminated and had been granted vacation which was not yet earned at the time of termination the District shall deduct from the bargaining unit member's severance check the full amount of salary paid for such unearned days of vacation time.

11.13 A bargaining unit member may request approval from his or her supervisor to interrupt or terminate his or her vacation in order to begin another type of paid leave. Approval will be granted only if the bargaining unit member supplies relevant supporting information regarding the basis for the interruption or termination.

## **ARTICLE XII LEAVES**

### **12.1 BEREAVEMENT LEAVE**

#### **12.1.1 Definition**

Bereavement is the loss by death of a member of the immediate family of the bargaining unit member or his/her spouse.

Immediate family shall include, but not be limited to spouse, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandchildren, brother, sister, step-parents, step-children, foster parents, foster children, children's father or mother or relatives or person residing in the immediate household of the bargaining unit member.

Immediate household shall be the primary residence of the bargaining unit member.

#### **12.1.2 Length of Leave**

Bargaining unit members shall be granted bereavement leave not to exceed three (3) days, or five (5) days when out-of-state travel or travel beyond a three hundred (300) mile radius is necessary.

#### **12.1.3 Compensation**

No deduction shall be made from the salary of the bargaining unit member nor shall such leave be deducted from leave granted by other sections of this article or other leaves provided for by the District.

#### **12.1.4 Notification/Request**

The bargaining unit member shall notify the appropriate supervisor of bereavement leave for those persons specifically mentioned in section 12.1.1.

Request shall be made to the appropriate supervisor for bereavement leave for those persons not specifically mentioned in section 12.1.1.

### **12.2 JURY SERVICE**

#### **12.2.1 Definition**

Jury service is a duty of all bargaining unit members. Unit members shall not request the District to provide exemption from such duty. A bargaining unit member subpoenaed for jury service shall be granted a leave of absence to do so.

### **12.2.2 Notification**

A bargaining unit member shall, upon receipt of notification, notify the appropriate supervisor of his/her standby status for jury service. Notification shall be by presentation of a copy of the jury notice. A bargaining unit member shall, upon notification of the requirement to report for jury service, and after verification of such requirement, notify the appropriate supervisor of his/her absence and the date the absence shall commence.

### **12.2.3 Length of Leave**

Leave shall be granted for attendance in court as certified by the clerk or other authorized officer of such jury or court. Proof of attendance shall be by presentation of a certificate signed by such clerk or officer.

The hours a bargaining unit member is required to perform service for the District shall be reduced by the number of hours actually spent participating in jury service and reasonable travel time from place of court to place of employment.

A bargaining unit member who serves on a jury panel will not be required to work for the District on that day if 75% of the workday has been exhausted or will have been exhausted by the inclusion of reasonable travel time.

### **12.2.4 Compensation**

Pay for any day of absence taken under this section shall be the bargaining unit member's regular salary less any amount received as juror's fees, excluding court-awarded allowance for meals, mileage and/or parking.

## **12.3 WITNESS LEAVE**

### **12.3.1 Definition**

A witness leave is a leave granted to allow a bargaining unit member to appear as other than a litigant in the case in response to an official order from a governmental jurisdiction.

### **12.3.2 Length of Leave**

Leave shall be granted for attendance in court as certified by the clerk or other authorized officer of such jury or court. Proof of attendance shall be by presentation of a certificate signed by such clerk or officer.

The hours that a bargaining unit member is required to perform service for the District shall be reduced by the number of hours actually spent participating as a witness and reasonable travel time from place of court to place of employment.

### **12.3.3 Compensation**

Pay for any day of absence taken under this section shall be the bargaining unit member's regular salary less any amount received as witness fees, excluding court-awarded allowance for meals, mileage and/or parking.

### **12.3.4 Notification and Certification**

Notification and certification shall be by presentation of the official order to the appropriate supervisor of the bargaining unit member.

## **12.4 PERSONAL ILLNESS AND INJURY LEAVE**

### **12.4.1 Definition**

An illness leave is granted to a bargaining unit member who is unable to work due to personal illness, injury or medical quarantine.

### **12.4.2 Length of Leave**

Each bargaining unit member employed by the District forty hours per week shall accrue one (1) day's illness leave for each month's service rendered during the fiscal year, prorated on relationship to full-time employment. Members of the bargaining unit, employed five (5) days a week, who are employed for less than a full fiscal year, are entitled to that proportion of twelve (12) days leave of absence for illness, injury, or medical quarantine as the number of months they are employed bears to twelve. Members of the bargaining unit employed less than five (5) days per week or forty (40) hours per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness, injury or medical quarantine as the number of days or hours they are employed per week bears to five (5) days or forty (40) hours per week.

### **12.4.3 Compensation**

Bargaining unit members on illness leave shall receive their regular salaries.

### **12.4.4 Credit for Sick Leave**

Upon employment and at the beginning of each fiscal year the full amount of sick leave granted under this section shall be credited to each bargaining unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, new bargaining unit members

of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible until the first day of the calendar month after completion of the six (6) months of active service with the District. Sick leave credit shall be calculated on the basis of the school fiscal year, beginning July 1 and ending June 30 of the year following and may be accumulated. Part-time unit members shall be entitled to sick leave on a pro-rata basis.

#### **12.4.5 Transfer of Illness Leave**

New bargaining unit members coming from other school districts shall be permitted to transfer accumulated sick leave from the district of previous employment.

#### **12.4.6 Medical or Dental Appointments**

Bargaining unit members who take time off during the work day for medical or dental appointments shall utilize sick leave, vacation time, compensatory time previously accrued, or with the permission of the supervisor be allowed the alternative of making up the time, at the discretion of the appropriate supervisor.

#### **12.4.7 Administrative Leave**

Members of the bargaining unit may be required to submit to medical examinations, at the district's expense, at the discretion of the district. This section shall apply in cases where the unit member's behavior and/or performance on the job indicate a lack of physical or mental capacity to adequately perform required duties. Where the unit member is directed to undergo a medical examination, he/she shall be granted paid administrative sick leave for the day or part of the day on which the examination is given.

#### **12.4.8 Extended Illness Leave**

Pursuant to Education Code Section 88196, when a bargaining unit member has exhausted all earned sick leave as provided for in this article and continues to be absent on account of the same illness or accident, the bargaining unit member shall be granted additional non-accumulated leave not to exceed 100 working days at fifty percent (50%) of the bargaining unit member's regular salary.

The 100 working days shall commence with the first day of illness or injury.

Only one 100-day period of extended illness or injury may be taken for the same illness or injury.

The bargaining unit member shall be required to submit an attending physician's verification of illness in order to receive extended illness or injury leave benefits.

Nothing in this section shall prevent a bargaining unit member from using other paid leaves. If, after exhausting all paid leaves, a bargaining unit member is not medically able to assume the duties of his/her position, the bargaining unit member may apply for a non-paid leave of absence, for retirement, if eligible or resign.

No absence under leave provisions of this article shall be considered as a break in service. All benefits accruing under the provisions of this Agreement shall continue to accrue during such absence.

#### **12.4.9 Notification/Verification**

Notification of illness shall be made to the bargaining unit member's appropriate supervisor who will inform the Office of Human Resources.

If there is reason to doubt the validity of the bargaining unit member's assertion of illness, the District may require, at District expense, a doctor's verification from a physician of the District's choice prior to approval of the paid leave.

Where the District has reason to question the physical or mental ability of a unit member to effectively fulfill his/her job duties, the District may require the unit member to be examined by a district-appointed physician at no expense to the employee. Upon the physician issuing a full medical release, the unit member shall immediately return to work.

For purposes of this section, the term "full medical release" means the district-appointed physician's written certification that the unit member is physically and mentally able to fully perform his or her job responsibilities without any restrictions.

Bargaining unit members absent for more than five (5) workdays shall notify the District of their approximate return date.

This section shall not be used in lieu of disciplinary procedures.

#### **12.4.10 Definition/Physician**

For the purpose of this article, the term physician is a licensed medical doctor.

### **12.5 PERSONAL NECESSITY LEAVE**

12.5.1 In accordance with the provisions of the California Education Code, any bargaining unit member may use not more than nine (9) days of accumulated sick leave in the following cases of personal necessity:

- 12.5.1.1 Death of a member of his/her immediate family as defined in 12.1.1 above. This shall be in addition to bereavement leave established under 12.1 above.
- 12.5.1.2 An accident involving his/her person or property or the person or property of his/her immediate family as defined in 12.1.1 above.
- 12.5.1.3 Serious or critical illness of a member of his/her immediate family as defined in 12.1.1 above.
- 12.5.1.4 Pursuant to Education Code § 88027, unit members may use personal necessity leave for appearances in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
- 12.5.1.5 Other personal necessities as approved by the superintendent/president requests shall be made in writing to the appropriate director, dean, or vice-president explaining the nature of the personal necessity.

## **12.6 INDUSTRIAL ACCIDENT OR JOB-INCURRED ILLNESS LEAVE**

- 12.6.1 The provisions pertaining to this leave shall become effective upon regular employment.
- 12.6.2 Bargaining unit members' allowable leave shall be limited to sixty (60) working days in any one fiscal year for the same accident.
- 12.6.3 All provisions of Education Code Section 88192, as it applies to classified employees, shall be the rules and regulations of the District in matters pertaining to industrial accident and industrial illness leave.
- 12.6.4 Establishment of eligibility for temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed proof of the employee's entitlement to this leave procedure to be followed.
- 12.6.5 When a bargaining unit member incurs an industrial accident or illness he/she shall report to his/her supervisor before the close of the working day in which the accident or illness occurs. A Worker's Compensation form shall be filed with the Office of Human Resources within twenty-four (24) hours of the time such accident or illness occurs.
- 12.6.6 An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized

absence. When such leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

- 12.6.7 A bargaining unit member absent from his/her duties because of industrial accident or illness shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary. During such paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received because of the industrial accident or illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for payment of the bargaining unit member's salary and shall deduct normal retirement and other authorized contributions (Ed. Code 88192).
- 12.6.8 Upon termination of the industrial accident or illness leave, a bargaining unit member shall be entitled to the benefits provided in Section 88191 of the Education Code, and for the purpose of this section his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. Provided the bargaining unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. (Ed. Code 88192).
- 12.6.9 Any bargaining unit member receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state. (Ed. Code 88192).
- 12.6.10 In the case of bargaining unit members, when all available leaves of absence, paid or unpaid, have been exhausted, and if the bargaining unit member is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months, and shall be employed in a vacant position for which he/she qualifies, over all other available candidates except for persons on a re-employment list established because of lack of work or lack of funds in which case the person shall be listed in accordance with appropriate seniority regulations. (Ed. Code 88195)

A bargaining unit member who has been placed on a re-employment list, , and who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be dismissed (Ed. Code 88192).

12.6.11 Allowable industrial accident and illness leave shall not be accumulated from year to year (Ed. Code 88192).

## **12.7 BREAK IN SERVICE**

No absence under any paid leave provisions of this article or approved unpaid leave not to exceed the number of days approved by the superintendent/president shall be considered as a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

## **12.8 ADDITIONAL LEAVE OF ABSENCE**

**12.8.1** The District may grant, in addition to the leaves set forth herein above, such additional leaves of absence for such purposes and periods of time as it deems advisable.

**12.8.2** Pursuant to the Federal Family and Medical Leave Act of 1993, and the California Family Rights Act (Government Code Section 12945.2), bargaining unit members may be eligible for either paid or unpaid Family Care and Medical Leave, for family and medical purposes, depending upon the employee circumstance. The District will comply with all mandated provisions under these acts.

## **12.9 AUTHORIZED LEAVE VERIFICATION**

The District may require a unit member to furnish a doctor's certificate, affidavit or other documentation, as verification of illness or other reason for authorized leave. Verification may be required when the district has reason to question the validity of any request for approved leave.

## **12.10 EMERGENCY CLOSING PROCEDURES**

In the event that the college is forced to close down due to extreme weather or natural disaster, as determined by the superintendent/president or other legal agencies, the staff will be granted an undeclared holiday.

## **ASSIGNMENT**

### **13.1 NOTICE OF ASSIGNMENT**

13.1.1 Each bargaining unit member to be employed for the next school year shall be notified on or before June 30 of his or her assignment for the ensuing year.

The "Notice of Assignment" shall include:

1. Employee's name
2. School year
3. Immediate supervisor's name
4. Class
5. Step
6. Salary (computed monthly and annually)
7. Anniversary Date

13.1.2 Anniversary date shall mean the date used to compute "full" years of service. A bargaining unit member hired between the first and fifteenth day of a month shall have an anniversary date of the first day of that month. A bargaining unit member hired between the sixteenth and the last day of a month shall have an anniversary date of the first day of the following month.

### **13.2 WORKING OUT OF CLASSIFICATION**

13.2.1 When a bargaining unit member is assigned to perform the duties of an employee of the District in a higher classification for more than five (5) working days within a fifteen (15) calendar day period, his or her salary shall be adjusted upward for the entire period the duties were performed.

13.2.2 When assigned to duties normally performed by an employee of the District in a higher classification, the member shall receive the salary range assigned to the higher classification on the lowest step which will give an increase of at least 5% over the member's regular salary.

13.2.3 Assignment shall be made by prior written notice.

### **13.3 USE OF SUBSTITUTE EMPLOYEES**

13.3.1 A substitute employee may serve a maximum of 120 calendar days in a vacant position while the District is actively recruiting to fill the vacancy.

13.3.2 Any further extensions of time required to meet the needs of the District due to any extenuating circumstances will be handled on an individual basis.

**13.4 TEMPORARILY ASSIGNED A MANAGEMENT POSITION**

13.4.1 When a bargaining unit member is temporarily assigned to a management position the assignment shall reflect the beginning and ending date of the temporary management assignment. Such assignment shall not exceed one (1) year in duration.

13.4.2 During the period of temporary assignment the classified bargaining unit member shall be paid on step 1 of the management salary schedule or five percent (5%) above the unit member's current classified salary, whichever is greater.

13.4.3 During the period of temporary assignment, the classified bargaining unit member shall continue to receive all negotiated benefits.

## **ARTICLE XIV EVALUATIONS**

- 14.1 Evaluations are a process by which a unit member's performance and conduct on the job are measured in accordance with District standards and expectations. As part of this process, positive and open communications between the unit member and the immediate supervisor are encouraged. Evaluations should reflect a unit member's strengths and weaknesses with the general objective of maintaining or exceeding District standards and expectations.
- 14.2 All permanent unit members shall be evaluated annually by the immediate supervisor. The written evaluation and the conference in connection therewith between the unit member and the immediate supervisor shall occur on or about the unit member's anniversary date in the position.
- 14.3 All newly hired unit members shall serve a probationary period of twelve (12) months. All probationary unit members shall be evaluated at the end of the third, sixth and eleventh month of the probationary period. Failure to evaluate a probationary unit member as required by this article shall in no way affect a decision to terminate the unit member during the probationary period.
- 14.4 A probationary or permanent unit member who is reassigned into another classification and is serving a six month trial service period in the new classification shall be evaluated at the end of the third and the fifth months of such six month trial service period.
- 14.5 All evaluations shall be based upon essential functions of the particular classification as outlined in the job description and all other relevant factors including, but not limited to, punctuality, attendance, conduct and teamwork.
- 14.6 Unit members serving in lead positions, upon the request of the immediate supervisor, shall provide input and otherwise cooperate in the evaluation process. By doing so, the lead person shall not be deemed to be the evaluator.
- 14.7 A sample of the evaluation forms to be utilized in the evaluation process is contained in Appendix F.

**ARTICLE XV  
LAYOFF AND REEMPLOYMENT**

**15.1 REASON FOR LAYOFF**

Bargaining unit members shall be subject to layoff for lack of work or lack of funds. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this article.

**15.2 NOTICE OF LAYOFF**

Bargaining unit members shall receive forty-five (45) days written notice of layoff.

**15.3 ORDER OF LAYOFF**

Layoffs shall be in reverse order of seniority within a class, to be determined by the length of service within the class.

15.3.1 Length of service means all days in paid status, whether during the school year, a holiday, recess or during any period that the college is in session or closed, but does not include any hours compensated solely on an overtime basis.

15.3.2 Seniority shall be defined by Education Code Section 88127 and relevant case law.

15.3.3 If two or more bargaining unit members subject to layoff have equal class, seniority, plus seniority in higher classes, the determination of layoff will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot, in the presence of the bargaining unit members in question and, upon request of the bargaining unit members, one representative of the exclusive representative.

15.3.4 Nothing contained in this section shall preclude the granting of length of service credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave. Days in paid status shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District.

**15.4 BUMPING RIGHTS**

15.4.1 Definition - A bargaining unit member notified of layoff from his/her present class may bump into an equal class or bump to the next lower class.

15.4.2 To be eligible to bump, a bargaining unit member must: 1) possess minimum qualifications, as listed in the job description for the position he/she seeks; 2) have the greater length of service time in that position or in higher position within that classification on the date the layoff is effective.

15.4.3 Alternative - Any bargaining unit member may elect to accept a service retirement in lieu of layoff. If offered by the District, the bargaining unit member may accept voluntary demotion, transfer, or reduction in assigned time in lieu of layoff or bumping privileges.

## **15.5 REEMPLOYMENT RIGHTS**

### **15.5.1 Eligibility**

Laid-off bargaining unit members are eligible for reemployment for a thirty-nine (39) month period and shall be placed on an eligibility list and be offered reemployment in the reverse order of layoff.

This eligibility will also apply to those bargaining unit members having chosen the alternative to bumping, Section 15.4.3.

Bargaining unit members who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

### **15.5.2 Notification of Reemployment Opening**

Any bargaining unit member who is laid off and is subsequently eligible for reemployment and shall be notified in writing by the District of an opening. Notification shall be made by certified service.

### **15.5.3 Employee Notification**

Bargaining unit members shall notify the District of their intent to accept reemployment within ten (10) working days following receipt of the reemployment notice. Notification shall be made by certified service.

If the bargaining unit member accepts reemployment, he/she must report to work on the date and time designated by the District. No benefits accrue during the break in service, but if the bargaining unit member accepts reemployment, the District shall reinstate to him/her all of his/her rights and benefits accrued prior to layoff.

Should a bargaining unit member elect not to accept the reemployment offer, he/she must notify the District within ten (10) working days following receipt of

the reemployment notice. Any bargaining unit member who declines an offer of reemployment equivalent or better than that when laid off, shall be deemed to have terminated the employment relationship.

**ARTICLE XVI  
GRIEVANCE PROCEDURES**

**16.1 DEFINITIONS**

16.1.1 Grievance: An allegation by a bargaining unit member (grievant), or the Association, that there has been a violation, misinterpretation, or misapplication of the existing agreement (including all appendixes) which has adversely affected the grievant. The Association shall have the right to file a grievance over an alleged violation, misinterpretation or misapplication of Article XXII and, if more than one (1) unit member has been adversely affected by an identical violation, misinterpretation or misapplication of this Agreement, the Association may process a grievance on behalf of all members of the group. When such a class grievance is declared, the resolution (relief sought) shall be applicable to all affected unit members. The Association may also file a grievance on behalf of a bargaining unit member as long as both the Association and the bargaining unit member's name is on the grievance and the affected unit member signs the grievance. The term "existing agreement" shall not include Memoranda of Understanding which are not specifically incorporated into this agreement, but shall include all attached appendixes. The Association may file a grievance with or without the affected member's consent when it is alleged that there has been a violation, misinterpretation, or misapplication of the existing agreement.

16.1.2 Day: Any day in which the central administrative office of the District is open for business.

16.1.3 Supervisor: The lowest level supervisor having jurisdiction to adjust a grievance.

**16.2 BARGAINING UNIT MEMBER RIGHTS**

The bargaining unit member may present a grievance without the intervention of the Association. However, the Association shall be furnished a copy of the grievance, when filed, and a copy of the resolution, when resolved, at each formal level.

**16.3 INFORMAL LEVEL**

A grievant may submit the grievance orally to the grievant's supervisor. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to the formal level.

## **16.4 FORMAL LEVEL**

- 16.4.1 Formal Level I - Within fifteen (15) days after occurrence of the alleged act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to his/her supervisor, or the right to grieve the incident is forfeited.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought.

The supervisor shall communicate his decision to the grievant in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

- 16.4.2 Formal Level II - In the event the grievant is not satisfied with the decision at Formal Level I, he/she may appeal the decision in writing to the superintendent/president within ten (10) days. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and reasons for the appeal.

The superintendent/president shall communicate his decision to the grievant within ten (10) days after receiving the appeal. If the superintendent/president does not respond within the time limits, the grievant may appeal to the next level.

- 16.4.3 Formal Level III - If the grievant is not satisfied with the decision at Level II, or the superintendent/president fails to respond within the specified time, the grievant may, within ten (10) days from the date the Level III decision was or should have been made, submit the matter to arbitration by notifying the superintendent/president or designee of his/her intent to proceed to arbitration

### **16.4.3.1 SELECTION OF AN ARBITRATOR**

The grievant (CSEA) shall request the California State Mediation and Conciliation Service to supply a list of five (5) qualified arbitrators. The District and the grievant (CSEA) may elect to submit a joint request for the aforementioned list of arbitrators. Upon receipt of the list, the parties shall alternatively strike a name until only one name remains. The remaining name shall be the person to arbitrate the grievance.

**16.4.3.2 FEES OF THE ARBITRATOR AND COSTS OF THE HEARING**

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. Any expenses associated with arbitration which are billable to CSEA, must be authorized by CSEA prior to the start of the arbitration. If the expenses are not approved prior to the arbitration, the grievance will not proceed to arbitration. In addition, if there is a cancellation fee for the arbitrator as a result of CSEA's failure to approve expenses, it shall be borne by CSEA.

**16.4.3.3 DECISION OF THE ARBITRATOR**

After a hearing and after both parties have had an opportunity to make oral and/or written arguments, the arbitrator shall submit in writing to the parties, his/her findings of facts, conclusions and award. The arbitrator's award shall be final and binding on both parties.

**16.4.4 NO RETALIATION**

No bargaining unit member shall suffer any recrimination and/or reprisals as a result of acting as a grievant, party-in-interest, witness or because of participation in the grievance procedure.

## **ARTICLE XVII SAFETY**

### **17.1 COMPLIANCE**

The District and each bargaining unit member shall endeavor to maintain facilities according to current requirements imposed by the County, State and Federal laws, including but not limited to the County ordinances policed by County Safety Inspectors through the Central Services Department, the Occupational Safety and Health Act of 1973 (29 U.S.C. Sections 651 et seq.) administered by the OSHA Review Commission and the California Occupational Safety and Health Act (California Labor Code Sections 6300 et seq.) administered by the Division of Industrial Safety.

### **17.2 REPORTING**

It shall be the duty and responsibility of both the District and the bargaining unit members to report any condition believed to be a violation of Section 17.1 of this Agreement. Bargaining unit members shall report in writing to the vice president for Administrative Services as soon as possible after observance.

17.2.1 The District shall investigate the allegation and take action it deems to be appropriate within the time constraints specified in the law and code section. Within thirty (30) days of the taking of corrective action, the District shall inform the bargaining unit member of the action taken.

17.2.2 No bargaining unit member shall suffer any recrimination and/or reprisals as a result of reporting any condition believed to be a violation of Section 17.1 of this Agreement.

**ARTICLE XVIII**  
**SAVINGS PROVISION**

- 18.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction and/or legislative enactment, such provision shall be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 18.2 In the event of suspension or invalidation of any Article or Section of this Agreement either party may request negotiations. Upon request, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XIX  
CLASSIFICATION**

**19.1 CLASSIFICATION OF POSITIONS**

- 19.1.1 All positions within the classified service shall be classified according to the skills required and the responsibility carried by that position.
- 19.1.2 Job descriptions for all positions shall be maintained in the Office of Human Resources.

**19.2 ADVANCEMENT IN CLASS**

- 19.2.1 Unit members shall be hired in at Step 1 of the base salary schedule and shall advance one step on the schedule on the anniversary of their hire date.
- 19.2.2 Advancement to each succeeding step shall be made on the bargaining unit member's anniversary date, computed to the nearest full month of service.
- 19.2.3 The salary schedules attached to this agreement as Appendixes D and E shall both include a sixth step.
- 19.2.4 A unit member shall become eligible for longevity pay effective at the beginning of the 7th year of the bargaining unit member's anniversary date, computed to the nearest full month of service. The longevity scale shall be attached to this agreement as Appendix G.
- 19.2.5 A bargaining unit member who moves from one classification to another, by competing with either internal and/or external candidates, shall be placed on the same salary step that he/she served in prior to the change in class. (For example a bargaining unit member serving on step 5 would be placed on step 5 of the Range appropriate for the new class.)
- 19.2.6 For the purpose of this Article, vacation, leaves, or any absence authorized by this Agreement shall not be deemed an interruption of employment for the Bargaining Unit members serving on less than a twelve (12) month basis.

**ARTICLE XX  
RESIGNATION**

- 20.1 If a bargaining unit member wishes to resign from employment, a letter of resignation should be submitted to the appropriate vice president or dean and the District Human Resources office at least two weeks prior to the effective date of resignation. The intended effective date of resignation should be specified in the letter.
- 20.2 A terminating bargaining unit member shall have a separation interview in the District human resources office. This interview is necessary to complete personnel records and close the member's file. Appointments for the separation interview should be made during the bargaining unit member's last workweek.
- 20.3 All bargaining unit members shall be granted accumulated vacation allowance upon separation from the District. The monetary value of accumulated vacation allowance may be paid in lieu of carrying the bargaining unit member on the payroll.
- 20.4 A bargaining unit member who terminates employment and has used more than his/her earned leave shall have his/her last salary payment reduced accordingly.
- 20.5 A bargaining unit member with less than five years of credited service who terminates employment with the District and who is not transferring to another agency covered by PERS/STRS will have PERS/STRS contributions refunded, with interest. The bargaining unit member must initiate request for refund with the Human Resources office.
- 20.6 A bargaining unit member with five (5) or more years of credit service who terminates employment with the District and who is not transferring to another agency covered by PERS (or STRS in the case of permit and associate permit teachers) may, according to current PERS (or STRS in the case of permit and associate permit teachers) and County regulations, elect to retain or withdraw his/her PERS/STRS contributions as such is allowable by PERS/STRS and/or the County.

**ARTICLE XXI**  
**TRANSFERS & REASSIGNMENTS AND PROMOTIONS**

- 21.1 For the purpose of this Article, the following definitions shall apply:
- 21.1.1 A “transfer” is defined as any board action which results in the movement of a unit member from one job site to another job site but within the same classification. (For example a Secretary I moving from a dean’s office to the Student Center).
  - 21.1.2 A “reassignment” is defined as any board action which results in the movement of a bargaining unit member from one classification to an equal or lower classification. (For example, movement from a specialist to a technician classification of equal or lower salary range).
  - 21.1.3 A “promotion” is defined as any board action in the movement of a bargaining unit member from one classification to a higher classification. (For example, an Instructional Assistant I to a Records Evaluator II).
- 21.2 Probationary employees shall not be eligible to apply for positions during the in-house application period.
- 21.3 IN-HOUSE PROMOTION - When a new position is created, or an existing position becomes vacant, current unit members who have completed their probationary employment shall be given an opportunity to apply for a transfer, reassignment or promotion to the open position prior to the position being opened up to the public.
- 21.3.1 The District shall notify bargaining unit members in writing when a position is open including the job site of the position. During a school recess, a bargaining unit member’s vacation and/or absence, job announcements will be sent to bargaining unit members who have submitted a written request to the Office of Human Resources. These job announcements will be sent via first class U.S. mail.
  - 21.3.2 Any bargaining unit member wishing to be considered for the position shall so notify the District, in writing, within five (5) working days of the announcement. If the applicant has on file a completed and approved examination or its equivalent demonstrating that the minimum qualifications have been met, the applicant may request and be granted a release from further testing as a prerequisite to consideration for the position.
  - 21.3.3 Only bargaining unit members meeting the minimum qualifications as established by the job description will be considered for reassignment.

- 21.3.4 The supervisor designated to oversee the open position shall have the right to deny a unit member's transfer, reassignment or promotion and request that the position be opened to all applicants (bargaining unit members and the public). The District shall select the most qualified applicant.
- 21.4 A bargaining unit member selected for a transfer, reassignment or promotion shall be placed on the same salary step he/she served in prior to transfer, reassignment or promotion. For example a bargaining unit member serving on step 5 would be placed on step 5 of the Range appropriate for the position to which transferred, reassigned or promoted. Additional advancement shall be on the member's regular anniversary date.
- 21.5 A bargaining unit member selected for a transfer, reassignment or promotion shall serve a six-month trial service period in the new position. After serving six months in the new position, the bargaining unit member shall be deemed to possess permanent status in the new position. At any time during the first six months in which the unit member is serving in the new position, the District may reassign the unit member to his/her previous classification by giving ten (10) working days advance written notice of reassignment. If the employee is reassigned to his/her previous classification, it will be at the same rate of pay (step & range) and the employee will be assigned the same number of hours to which he/she had been assigned in that classification prior to the reassignment.
- 21.6 Upon abolishment of a position, the District may transfer a unit member whenever it appears such transfer is in the best interest of the District. In such involuntary transfer, the superintendent/president or his/her designee will give written notice to CSEA Chapter 584 president and the chief job steward ten (10) working days prior to the intended transfer or reassignment. Any changes in the unit member's working conditions, which result from the transfer or reassignment shall be negotiated prior to the transfer or reassignment. The incumbent may exercise his/her rights as provided under Article XV.

**ARTICLE XXII  
ASSOCIATION RIGHTS**

**22.1 ACCESS RIGHTS**

- 22.1.1 The Association, through its appointed or elected representatives, shall have the following rights and the Association and its members shall have those obligations stated in the Article and elsewhere in the Agreement.
- 22.1.2 The Association president and the chief job steward or designee shall, upon request, be given a copy of public record financial materials. The District shall provide two (2) copies of any budget or public record financial information approved by the Board of Trustees.
- 22.1.3 The Association shall have the right to use District mailbox and bulletin board spaces subject to the following conditions:
- 22.1.3.1 All postings shall contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president or designee.
  - 22.1.3.2 A copy of such postings or distributions must be delivered to the superintendent/president and the director of Human Resources or their designees at the same time as postings or distributions.
  - 22.1.3.3 The Association agrees not to post or distribute material, which is derogatory or defamatory of the District or its personnel, other than the Association newsletter which shall be governed by Article 22.1.2.4 below. Any bargaining unit member(s), including the Association president or designee violating this Article may be subject to discipline up to and including termination. The District retains the right to immediately remove from the bulletin board or mailboxes any material it alleges to be derogatory or defamatory. The District shall inform the Association president or designee of its action. The Association may request to meet and review the material with the District. If it is found by the District that the Association has failed to comply with its responsibilities, the District may revoke the right to post or to distribute for five (5) months.
  - 22.1.3.4 The Association may distribute its newsletter via District mailboxes and agrees that no material contained in the newsletter will be defamatory of the District or its personnel.

## **22.2 RELEASE TIME**

22.2.1 The Association president, chief job steward or their designees will receive time off from duties for the investigation of potential grievances subject to the following conditions:

22.2.1.1 “Investigation of grievances” shall be defined as those procedures related to the interview of witnesses who may have some knowledge of the facts relating to the potential grievance. It shall also include time necessary for phone calls or meetings with said witnesses.

22.2.1.2 When the Association has reason to believe that a potential grievance may exist, the Association president, chief job steward or their designee shall identify any and all witnesses who need to be interviewed in order to find out whether an actual grievance exists. The Association president, chief job steward or a designee shall then inform his or her immediate supervisor of the need to obtain release time to interview a witness regarding a potential grievance. The Association president, chief job steward or a designee shall also inform the immediate supervisor of the employee sought to be interviewed regarding the need to obtain release time for said employee to be interviewed regarding the potential grievance. The supervisors shall grant reasonable release time for this purpose unless doing so would be disruptive to District operations. Release time for this purpose shall not be unreasonably denied. The Association president, chief job steward or their designee shall also send an e-mail to the director of Human Resources in order to notify the director of the potential grievance.

22.2.1.3 The Association president, chief job steward or a designee shall provide four (4) hours notice to his/her immediate supervisor regarding the need to obtain release time to investigate a potential grievance so that an adequate substitute may be obtained.

22.2.2 Reasonable release time shall also be granted for the purpose of allowing the Association president, chief job steward or his/her designee time for representation of a unit member in a disciplinary or grievance related meeting with a management person. Release time shall not be used for preparing a presentation relating to the meeting.

22.2.3 All Association business, discussion and activities (other than the investigation of grievances as outlined above) will be conducted by unit members, or Association officials, outside established work hours and in places other than District property except when permission is obtained

from the superintendent/president or designee. Use of the facilities shall not interfere with school operations.

22.2.4 The Association president, or his/her designated representative, shall have the right to release time to attend board meetings for the purpose of representing the bargaining unit members where board meetings are held during the chapter president's or his/her designated representative's normal working hours.

22.2.5 The District agrees to give release time for four (4) bargaining unit member negotiators to participate in negotiations. Reasonable time will also be allowed for travel to and from the negotiation site.

22.2.6 The District agrees to allow paid release time not to exceed two (2) CSEA unit members, to attend the annual CSEA conference. The Association agrees to provide the District with thirty (30) days notice regarding the exact dates of the conference as well as the names of the two unit members designated to attend the conference.

22.2.7 Additional time will be granted to unit members for local meetings in special circumstances with prior approval of the superintendent/president.

### **22.3 DUES DEDUCTION**

22.3.1 The District shall cause payroll deductions to be made in accordance with District's procedures and CSEA's dues and service fee schedule or payment to a designated charitable fund in lieu of service in case of an employee's bona fide religious objection.

22.3.2 Bargaining unit members shall be accorded the rights to other deductions as specified in Education Code Section 87040 and exercised by the Board of Trustees of the District.

22.3.3 All bargaining unit members who do not maintain membership in CSEA are required as a condition of employment to pay a service fee to the CSEA.

22.3.4 Any bargaining unit member who has a bona fide religious objection, as defined in Government Code section 3546.3, to the payment of service fee in support of an "employee organization" as defined in government code section 3540.1(d), shall not be required to join, maintain membership in or pay dues or service fees required as a condition of employment. However, such employee shall be required, in lieu of such service fees required by this Article, to pay the same equal to such service fees to anyone of the following three designated non-religious, non-labor, charitable fund exempt from taxation under section 501 (c) (3) of Title 26 of the United States internal Revenue Code:

- 1) The Salvation Army
- 2) The Red Cross
- 3) The United Way

Any change in dues will be submitted to the District, in writing, thirty, (30) days prior to the effective date of such change.

Nothing in this Article is intended to preclude unit members from the right to refuse to join or participate in the activities of the exclusive representative.

## **22.4 EXCLUSIVE RIGHTS**

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which CSEA is the exclusive representative and which is within the scope of representation. The District further agrees not to negotiate with individuals of the bargaining unit on any matter within CSEA's scope of representation. CSEA agrees not to negotiate privately or individually with the Board of Trustees, or any person not officially designated by the District to act on its behalf and agrees neither CSEA, its officers, nor agents, will attempt to negotiate privately or individually with the Governing Board or any person not officially designated by the Governing Board as its representative.

## **22.5 OBLIGATIONS**

22.5.1 Recognizing that it is the District's duty under the EERA to give written notice to the exclusive representative prior to taking any action to modify the bargaining unit, the exclusive representative recognizes its obligation to demand to bargain upon being given notice of a proposed change in the bargaining unit. The demand to bargain will be made timely and negotiations will commence within fifteen (15) days.

22.5.2 Exclusive representative refers to the CSEA Chapter 584 president and chief job steward or designee. The board agenda will not be considered as written notice.

22.5.3 Recognizing that it is the District's responsibility to take the following steps prior to meeting with, and/or questioning a bargaining unit member on any matter that involves discipline, could lead to discipline, or that the unit member reasonably feels might lead to discipline, the District agrees that all supervisors and/or managers shall:

22.5.3.1 Inform the unit member of the reason for the meeting and/or questioning. (i.e., work performance, tardiness, absenteeism, insubordination, etc.)

- 22.5.3.2 Inform the unit member that he/she has the right to be represented at the meeting by a designated CSEA representative, if he/she reasonably believes the meeting might lead to discipline.
- 22.5.3.3 Allow the unit member a reasonable amount of time to contact his/her designated CSEA representative and make arrangements to have the representative present before questioning.

## **ARTICLE XXIII NEGOTIATIONS**

### **23.1 NOTIFICATION AND PUBLIC NOTICE**

This Agreement will remain in full force and effect from year-to-year until a new agreement has been ratified by both parties. If either party desires to alter or amend this Agreement, it shall, at least four (4) months but not more than six (6) months prior to the termination date set forth under the Term of Agreement, Article II, provide written notice and a proposal to the other party of said desire and the nature of such amendments.

### **23.2 COMMENCEMENT OF NEGOTIATIONS**

23.2.1 Negotiations shall commence within ten (10) working days of satisfaction of the public notice requirements. Negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

23.2.2 One-half hour of release time shall be allowed for negotiating team members prior to each negotiations session.

### **23.3 RATIFICATION OF ADDITIONS OR CHANGES**

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

### **23.4 AGREEMENT OF PARTIES**

This Agreement contains the agreement of the parties as to all matters addressed in this Agreement. Nothing contained herein shall be interpreted as precluding the right of the Association and the District to mutually agree in writing to negotiate on matters which develop after entering into this Agreement.

## **ARTICLE XXIV DISCIPLINE**

### **24.1 DISCIPLINE PROCEDURES**

Discipline shall be imposed upon bargaining unit members pursuant to this Article.

### **24.2 EFFECTS OF ARTICLE**

The discipline procedures herein shall prevail over any and all District policies and practices pursuant to disciplinary action imposed upon a bargaining unit member for those infractions or exceptions to behavior that would require the immediate removal of the bargaining unit member from the campus pending investigation. The only exception shall be that if any law, rule and/or regulation provides a bargaining unit member of the District subject to disciplinary action more rights and/or regulations provided herein, such law, rule, and/or regulation shall prevail and shall be considered to be a part of this Agreement.

### **24.3 CAUSE**

Discipline shall be imposed on bargaining unit member only for just cause as prescribed herein. Disciplinary action is deemed to be any action which deprives any bargaining unit member of any classification or incident of employment of classification in which the bargaining unit member has regular status and includes, but is not limited to, dismissal, demotion, suspension, reduction in hours or class, transfer or reassignment without the bargaining unit member's voluntary written consent, written reprimand, or any type of derogatory material placed into a bargaining unit member's personnel file, including but not limited to the following:

#### **24.3.1 Unsatisfactory attendance, such as:**

- a. Repeated absence, without notification.
- b. Excessive absence.
- c. Repeated unexcused tardiness.
- d. Abuse of sick leave privilege.

#### **24.3.2 Unsatisfactory personal conduct, such as:**

- a. Conviction of a crime carrying felony punishment even though such punishment may not be imposed.
- b. Conviction of any crime involving moral turpitude.
- c. Discourteous, offensive or abusive conduct or language toward another employee, a student or a member of the public.
- d. Dishonesty.

- e. Reporting for work while intoxicated, possession of an open container of an alcoholic beverage on District property, or in a District-owned vehicle, or working while under the influence of alcohol.
- f. Use of narcotics or restricted substances while on the job, or reporting to work while under the influence of narcotics or restricted substances.
- g. Commission of any sex offense as defined in Education Code 87010 or under Penal Code 261.5.
- h. Commission of any narcotics offense as defined in Education Code 87011 under Health and Safety Code 11361.
- i. Unauthorized altering records of the District.
- j. Repeated malingering during the course of a normal working day. (Malingering means avoiding or shirking duties or the appearance thereof.)
- k. Engaging in political activities during assigned hours of work. (This does not include meal breaks, coffee breaks, or before or after work hours.)
- l. Possession of a gun, knife or other weapon having similar deadly capabilities on District property with the exception of knives used as a tool.

**24.3.3 Unsatisfactory fulfillment of job responsibilities such as:**

- a. Unsatisfactory performance of the duties of his/her position.
- b. Inability or inefficiency in the performance of the duties of the position.
- c. Insubordination (including, but not limited to, refusal or failure to do assigned work or carry out a lawful order).
- d. Carelessness or negligence in the performance of duty, or in the care and use of District property.
- e. Misuse or misappropriation of District property.
- f. Willful violation of the Education Code, Title V, of the California Administrative Code, any rules of the Governing Board or any term of this Agreement.
- g. Denial, suspension, revocation or non-renewal of a license, permit or any other document(s) required for the job.
- h. Falsifying any material information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- i. Failure to report for duty without satisfactory explanation.
- j. Personal conduct unbecoming an employee of the District while on duty.
- k. Persistent or willful violations of, or refusal to obey, safety rules and regulations made applicable to public schools by the governing board or by a federal or state agency having authority to impose such rules and/or regulations.

- l. Offering anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or member of the public.
- m. Any willful conduct tending to injure the public service.
- n. Job abandonment (unexcused absence of three [3] or more days).

**24.3.4 Other reasons, such as:**

- a. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
- b. Interference with the operations of the District, including but not limited to, any work stoppage or slowdown. This does not include actions authorized by law.

**24.3.5** The term "conviction" as used above shall mean conviction in trial court based upon a plea of guilty or nolo contendere or a finding of guilty after a court or jury trial.

**24.4 PROGRESSIVE DISCIPLINE**

Prior to imposing formal disciplinary action against a bargaining unit member, the District shall follow the principles of progressive discipline, except in cases where the safety of district employees, students, or the public might be in question, or in case of theft or intentional damage to District property or willful violations of the law or flagrant violation of one of the causes for discipline listed in sections 24.3.1 through 24.3.5.

**24.4.1 Step One - Oral Warning:** Prior to any formal disciplinary action, his/her immediate supervisor shall orally notify the bargaining unit member that a deficiency in his/her job performance has been observed. The supervisor shall discuss the deficiency with the affected bargaining unit member at an informal meeting and suggest ways in which the bargaining unit member may improve his/her job performance. The supervisor shall then review the bargaining unit member's performance after a period of not less than twenty (20) working days from the date of the informal meeting at which time the supervisor may proceed to Step Two of this procedure if it is noted that the bargaining unit member has not improved.

**24.4.2 Step Two - Written Warning:** If it is noted that if after Step One herein above has been applied, the bargaining unit member has not improved in his/her job performance, the bargaining unit member's immediate supervisor, or designee, shall prepare a written letter and shall send such letter to the affected bargaining unit member. The warning letter shall outline those specific areas and/or incidents of the bargaining unit member's deficient performance and suggestions and/or directions for

improvement. The warning letter shall not include incidents or deficiencies which were not discussed at the Step One level herein above. The warning letter shall not be placed into the affected bargaining unit member's personnel file.

**24.4.3 Step Three - Letter of Reprimand:** If it is noted that if after Step Two herein above has been applied, the bargaining unit member has not improved in his/her job performance, the bargaining unit member's immediate supervisor, or designee, shall prepare a written letter of reprimand and shall send such letter to the affected bargaining unit member. The letter of reprimand shall outline those specific areas and/or incidents of the bargaining unit member's deficient performance and suggested direction for improvement. The letter of reprimand shall not include any incidents or deficiencies which were not discussed at the Step One level herein above. The letter of reprimand shall not be placed into the affected bargaining unit member's personnel file until he/she has been given ten (10) working days to respond.

**24.4.4 Step Four - Suspension:** If it is noted that if after Step Three herein above has been applied, the bargaining unit member has not improved in his/her job performance, the bargaining unit member's immediate supervisor, or designee, may make a recommendation to the superintendent/president that the bargaining unit member's deficient job performance warrants a suspension, with or without pay, for a period not to exceed five (5) days, as deemed appropriate. A copy of the recommendation shall be given to the bargaining unit member and a copy shall be given to the Association president and the chief job steward. A notice of suspension shall be prepared and shall be subject to the disciplinary notice procedures contained in this Article.

**24.4.5 Step Five - Further Action:** If it is noted that the bargaining unit member has not improved in his/her job performance, and being that all the above procedures have been followed, the superintendent/president may recommend to the Governing Board that further disciplinary action be taken against the bargaining unit member which may include any of the following: demotion, suspension, reduction in hours or class, transfer or reassignment, without the bargaining unit member's voluntary consent, written reprimand, or termination, as deemed appropriate. A notice of disciplinary action, if any is to be taken, shall be prepared and shall be subject to the disciplinary notice procedure contained in this Article.

## **24.5 MEDIATION PROCESS**

In the event the proposed discipline is termination of the unit member, the unit member may request that the proposed discipline be subject to mediation. A mediation firm will be mutually agreed upon prior to the implementation of this

provision. If the district determines that it wishes to proceed with the discipline process, the employee will be given an appropriate written notice within five days following the conclusion of the mediation process.

## **24.6 DUE PROCESS**

When disciplinary action is being proposed against a bargaining unit member, the District must comply with procedural due process requirements before it may deprive a bargaining unit member of his/her property right and/or interest (employment). Due process mandates that at a minimum, a bargaining unit member must be provided with the following pre-removal safeguards:

1. Notice of the proposed action;
2. Cause for the action;
3. A statement of charges signed by the superintendent/president or his designee setting forth in clear and understandable language, the specific act(s), error(s), or omission(s), giving rise to the charges;
4. A copy of all materials, including statements, upon which the District relied in preparing the notice of intent to discipline;
5. Copies of any sections of this contract, rules, regulations, or laws, which are alleged to have been violated;
6. Notice of the right to respond to the charges, either orally or in writing, prior to imposing discipline; and,
7. The right to representation at all phases of the disciplinary process.

### **24.6.1 Notice of Intent to Discipline**

When disciplinary action is proposed, the District shall give the bargaining unit member a notice setting forth the cause of the action, the specific acts or omissions upon which the proposed discipline is being based, copies of all statements and/or documents upon which the District relied in assessing the degree of the proposed discipline. The notice shall be in compliance with the provisions of section 88013 and 88016 of the California Education Code.

### **24.6.2 Notice of Discipline**

If, after the bargaining unit member responds to proposed discipline, the District decides to proceed with the discipline, the member shall receive a Notice of Discipline.

## **24.7 DISCOVERY**

The bargaining unit member shall have the right to inspect and receive copies of any documents or other materials in the possession of or under the control of the District which are relevant to the disciplinary action to be imposed, at times and places reasonable for the unit member and for the District.

## **24.8 BURDEN OF PROOF**

When disciplinary action is to be imposed on a bargaining unit member, the burden of proof shall rest with the District by a preponderance of the evidence.

## **24.9 SEX AND NARCOTICS OFFENSES**

Any unit member charged by complaint, information or indictment filed in a court of competent jurisdiction with any sex offense as defined in Section 87010 of the Education Code, any narcotics offense as defined in Section 87011 of the Education Code, or any other offense enumerated in Section 88123 of the Education Code, may be placed on a compulsory leave of absence for such period of time, and subject to such conditions, as are set forth in Section 88123 of the Education Code. The unit member may receive compensation as provided for in Section 88123 of the Education Code, or the Board of Trustees may provide that the leave be with pay without the need to post a bond, or without need to repay the District in the event the unit member is convicted of such charges, or does not return to service at the expiration of the leave.

## **24.10 PAID ADMINISTRATIVE LEAVE**

Any unit member may be placed on paid administrative leave at any time by the superintendent/president. Paid administrative leave shall mean that the employee shall not come to work, shall receive all pay and benefits, and is available at home during work hours.

## **24.11 APPEAL RIGHTS**

### **24.11.1 Right to Appeal**

If, after the bargaining unit member responds to proposed discipline, the District proceeds with the proposed discipline, the bargaining unit member shall have the right to appeal the decision. The right to appeal must be exercised within ten (10) calendar days from the date the Notice of Discipline is served on the unit member.

### **24.11.2 Hearings**

All disciplinary hearings shall be conducted by a neutral hearing officer who shall be mutually agreed upon by the District and the affected unit member. In the event the parties are unable to reach an agreement on the hearing officer within fifteen (15) working days from the date of the request for hearing, a request for a list of five (5) qualified hearing officers will be submitted to the California Mediation and Conciliation Service by affected unit member (or his/her representative). The hearing officer will be selected from the aforementioned list by alternate strike-off. The first strike-off will be determined by chance, then each party will strike one name from the list until only one name remains. The remaining hearing

officer will conduct the hearing. The hearing shall be conducted under rules of procedure established by the hearing officer which are consistent with the law. Both the District and the bargaining unit member who has appealed the discipline (and/or his/her representative), shall have the right to call witnesses, introduce evidence, cross-examine any witness and make motions or objections relating to the proceedings. All hearings shall be closed to the public, unless the affected bargaining unit member specifically requests that the hearing be open to the public.

Within thirty (30) days following the completion of the hearing, the hearing officer shall render his/her findings of fact, conclusions of law, and recommended decision, which shall be served on the parties and shall be advisory to both parties.

#### **24.11.2.1 Witnesses and Evidence**

The hearing officer shall have the authority to compel the production of such witness and/or evidence as may be necessary to insure that the bargaining unit member's due process rights are protected. The technical rules of evidence shall not apply. Hearsay evidence may be admitted to support direct evidence, but shall not be sufficient, standing alone, to support a finding.

#### **24.11.2.2 Costs**

The cost of the hearing officer will be borne by the District. All other costs will be borne by the party incurring them.

### **24.12 Final Decision of the Board of Trustees**

After the Board of Trustees receives the findings of facts, conclusions of law from the hearing officer, it shall decide whether to adopt or reject the findings and conclusions. The Board of Trustees shall base its decision solely on the written record.

**24.12.1** The board shall inform the unit member of its decision in writing within thirty (30) working days after receiving the findings of facts, conclusions of law from the hearing officer.

**ARTICLE XXV  
COMPLETION OF MEET AND NEGOTIATION**

**25.1** Except as provided in Section 25.2 below, the Association, during the term of this Agreement, expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

**25.2** The term of this agreement will be from July 1, 2004, through June 30, 2007, with re-openers in years two and three on salary, health, and welfare, and two other articles each.

Except as specifically modified herein above, the existing Agreement between the parties shall remain in full force and effect without further modification.

This is the final complete agreement between the parties which shall be incorporated into the previous contract between the parties, reflects the changes above, and the District shall prepare and make available the full agreement within thirty (30) calendar days.

**ASSOCIATION DESIGNATE**

**BOARD DESIGNATE**

\_\_\_\_\_  
Arlene Greene  
CSEA Chapter 584 President

\_\_\_\_\_  
Patricia Spencer, Ph.D.  
Superintendent/President

Date: \_\_\_\_\_

Date: \_\_\_\_\_