



AGREEMENT

BETWEEN



AND

**Coast Federation of Classified Professionals
Local 4794**



July 1, 2024 – June 30, 2027

“Work Together to Make Things Better”

Table of Contents

<i>Article</i>		<i>Page</i>
	PREAMBLE	1
1	RECOGNITION	1
2	FEDERATION RIGHTS	1
3	MANAGEMENT RIGHTS & RESPONSIBILITIES	7
4	SAFETY	8
5	NEPOTISM	13
6	GRIEVANCE PROCEDURE	13
7	EMPLOYEE STATUS	17
8	UNIFORMS	19
9	EMPLOYEE PERSONNEL FILES	20
10	PERFORMANCE EVALUATION	22
11	VACANCIES, TRANSFERS, AND PROMOTIONS	25
12	RECLASSIFICATION	32
13	LAYOFF PROCEDURES & REEMPLOYMENT RIGHTS	36
14	HOURS AND OVERTIME	44
15	VACATION	51
16	HOLIDAYS	53
17	LEAVES OF ABSENCE	55
18	PROFESSIONAL GROWTH	65
19	SALARIES	70
20	EMPLOYEE AND DEPENDENT BENEFITS COVERAGE	73
21	RETIREMENT	77
22	DISCIPLINARY PROCEDURE	81

23	CONCERTED ACTIVITIES	86
24	WORK EXPERIENCE PROGRAM	86
25	BULLYING AND MOBBING	87
26	PROHIBITION OF DISCRIMINATION, HARASSMENT, AND RETALIATION; EQUAL EMPLOYMENT OPPORTUNITY, AND ACCOMMODATIONS	88
27	TELECOMMUTING	89
28	AGREEMENT CONDITIONS AND DURATION	89
APPENDIX A	GRIEVANCE FORM	90
APPENDIX B	GUIDELINES FOR FLEXIBLE SCHEDULING	94
APPENDIX C	PERFORMANCE EVALUATION FORM	97
APPENDIX D	CATASTROPHIC LEAVE DONATION FORM	104
APPENDIX E	CATASTROPHIC LEAVE APPLICATION FORM	105
APPENDIX F	2025-2026 SALARY SCHEDULE EFFECTIVE 7/1/25	106
APPENDIX G	JOB CLASSIFICATIONS	107
APPENDIX H	MEDIATION	108
APPENDIX H.1	MEDIATION REQUEST FORM	109
APPENDIX I	ARBITRATION	110
APPENDIX I.1	ARBITRATION REQUEST FORM	112
APPENDIX J	CAUSES FOR DISCIPLINE	113
APPENDIX K	OUT-OF-CLASS ASSIGNMENT	114
APPENDIX L	RECLASSIFICATION APPLICATION FORM	115
APPENDIX M	POSITION DESCRIPTION QUESTIONNAIRE	120

PREAMBLE

This collective bargaining agreement (“Agreement”) is made and entered into this 6th day of August 2025 by and between the Coast Community College District (hereinafter referred to as “District”), and the Coast Federation of Classified Professionals/American Federation of Teachers, AFL/CIO, Local 4794 (hereinafter referred to as the “Federation”).

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

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

ARTICLE 1. RECOGNITION.

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

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

ARTICLE 2. FEDERATION RIGHTS.

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

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

2.3 Distribution.

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

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

2.4 Use of District Facilities.

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

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

2.5 Distribution of Agreement. The District shall provide each new hire and all employees, subsequent to the effective date of this Agreement, access to this Agreement and any Addenda via the District's website. This Agreement and any Addenda will be posted on the District's website within 60 business days following ratification and will be provided in print upon request.

2.6 General Meetings.

A. Classified Professional Development. Equity-oriented, learner-centered, skill maintenance, and contextually relevant training opportunities and online training resources will be made available on an ongoing basis to employees. These training opportunities shall be developed and offered through the Professional Development Committees at each College, and there also may be supplemented trainings identified by the District in consultation with the Federation. Employees at the District-site shall be permitted to attend training opportunities offered by any of the Colleges. Employees throughout the District also may participate in training opportunities offered at a site other

than their primary work location as resources, facilities, and staffing allow. Employees shall be released to attend staff and organizational development training sessions. When the employee is required to travel from an assigned work site and/or return to an assigned work site to be in attendance, a reasonable amount of travel time will be permitted.

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

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

A. Federation President. Upon request of the Federation, the District shall grant a paid leave each fiscal year to the President of the Federation, not to exceed one FTE. Requests for this leave shall be submitted at least 30 days in advance of the date the leave begins.

B. Federation Business.

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

C. Maximum released-time for members of the Federation will be 20 days with the following exceptions:

1. President – May use up to one total FTE paid released-time per year.
2. Designated Vice President – In the event that the President is unable to function in the position, either fully or partially, the released-time allotted to the President may be given to the Designated Vice President until the President is able to resume the duties or until a new President is elected.
3. Treasurer – May use up to 25 days/200 hours per year total of paid released-time.
4. Secretary – May use up to 25 days/200 hours per year total of paid released-time.

5. Members of the Negotiations Team – No more than five unit members may be designated to serve on the Federation negotiating team. Those designated negotiating team members may use up to 25 days/200 hours total of paid released-time.

With the approval of the Vice Chancellor of Human Resources, an employee's individual limit of paid released-time may be increased.

Should the number of employees receiving released-time in one department prohibit minimum staffing coverage, the department supervisor shall notify the Vice Chancellor of Human Resources. The Vice Chancellor of Human Resources and the Federation President, or designees, will discuss such reports and shall determine if an alternate arrangement of the released-time activity can be made that allows for adequate service coverage.

D. Released-Time Notification.

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

E. Released-Time Reimbursement for Departments. An agreed upon timesheet will be maintained by the supervisor to track released-time hours. Department supervisors will provide the time sheets for the released-time to the Office of the Vice Chancellor of Human Resources on a monthly basis to ensure reimbursement when Federation business released-time occurs.

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

2.9. Right of Review.

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

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

C. Board Minutes and Agendas. The District will provide the Federation with electronic copies of Board meetings agendas and minutes, including all attachments and supporting documents

except for documents of a confidential or privileged nature. Upon a written request by the Federation President, printed copies of Board meeting minutes and agendas will be made available to the Federation, at the District Office, at the same time as when they are provided to the Board of Trustees.

D. District Policy and Procedures Manual. The District shall provide notification to the Federation of any additions, deletions, or changes to District Board Policy or Administrative Procedures through distribution of the Board agenda as set forth in Section 2.9.C, and will publish all District Board Policies and Administrative Procedures on the District's website.

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

2.10 Selection of Committee Members

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

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

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

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

2.11 Access to Newly Hired Employee Information and Orientation.

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

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

- i. First Name;
- ii. Middle initial;

- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary work location;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (including apartment #)
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Employee cellular telephone number (10 digits) on file with the District;
- xvi. Email address of the employee on file with the District;
- xvii. Employee ID;
- xviii. Hire date;
- xix. Employee's Immediate Supervisor.

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

- C. In accordance with Government Code Section 3558, the District shall provide the Federation with a list of the same information and in the same manner as in Section 2.11.B above for all employees on the last working day of September, January, and May.
- D. The District shall provide the Federation access to its new employee orientation process. The Federation shall receive not less than ten days' notice in advance of the start of the orientation process, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. If held, the orientations shall be at a location to be determined by the District.

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

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

2.12 Dues Deduction.

A. Collection of Dues. The District shall deduct dues and other amounts the Federation may lawfully charge employees, with written notification from the Federation, once a month for 12 months or on another mutually agreed upon basis. Dues for any employee working less than 12 months shall be prorated accordingly.

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

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

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

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

ARTICLE 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES.

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

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

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

C. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, discipline, dismissal or demotion; and to promote,

assign, and transfer all such employees, except where such action would be in direct conflict with provisions set forth in this Agreement;

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

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

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

ARTICLE 4. SAFETY.

4.1 Safe Working Conditions.

A. In accordance with the California Code of Regulations, Title 8, Section 3203, and any other applicable law, the District will adopt and implement an Injury and Illness Prevention Program ("IIPP") designed to provide employees with safe working conditions and a healthy work environment. The District will comply with the responsibilities and procedures set forth in the IIPP.

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

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

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

E. When necessary, reasonable and appropriate efforts shall be made by the District, in accordance with applicable law, to remediate areas identified by the District's Environmental Health and Safety Department to have mold, lead, asbestos, known carcinogens, and biological hazards that threaten the safety, lives, and health of employees.

F. The District, in collaboration with the Federation, will review and update the IIPP no less than every three years, or whenever called upon to do so by either party due to a change in law.

4.2 The Right to Refuse to Perform Unsafe Work.

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

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

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

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

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

1. Initiate an assessment of the reported safety hazard by the end of the following day of business;
2. Meet with the employee and assign alternate duties or an alternate work location to the employee(s) until the hazard is removed;

3. Within five working days of the completed assessment, inform the employee of the findings related to the reported safety hazard and the corrective action taken or to be taken; and
4. Assign the employee's normal duties when the hazard has been removed.

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

4.3 Employee/Management Reporting Responsibilities.

A. The employee shall report to their immediate supervisor, or designee, any industrial accident or illness immediately, but no more than two scheduled work days, from the time of the industrial accident or diagnosis of work related illness.

B. It is the responsibility of employees to report, in writing on the appropriate form, to their immediate supervisor any condition(s) that may indicate a potential danger or any situation(s) that may result in a harmful condition to themselves or others. The Federation may make such reports on behalf of any employee or group of employees. No employee shall be unlawfully discriminated or retaliated against, as a result of reporting such conditions.

C. The immediate supervisor shall investigate any written report, consulting with District Risk Services and other departments as appropriate, and make a determination if corrective action is required. The Federation shall be informed of all such reports of safety concerns. If no action is necessary, a written response will be sent to the employee with a copy forwarded to the Federation, the proper College/District administrator, and District Risk Services. If corrective action is required, the immediate supervisor shall make reasonable attempts to resolve such conditions. If conditions cannot be corrected by the supervisor at that time, a written report shall be forwarded to the proper College/District administrator and District Risk Services for appropriate action. A copy of such report shall be sent to the Federation and employee. At the time that the complaint is submitted, the supervisor, in consultation with Risk Services, the worksite's Human Resources Director, and the appropriate Vice-President, shall determine what interim actions, if any, are needed to ensure employee safety while the complaint is more thoroughly investigated.

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

4.5 Hazardous Chemical Warnings and Notices

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

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

4.6 Ergonomics

A. The District shall make available to all District employees information regarding the District's Ergonomics Plan which is designed to reduce or eliminate hazards that contribute to the development of musculoskeletal disorders that may be caused, precipitated, or aggravated by repetitive motions. All District employees are expected to follow proper ergonomic work practices, as set forth in the District's Ergonomics Plan. The District will ensure that all new employees have access to the District's Ergonomics Plan.

1. Because of the integral relationship between employee health and the proper use of computers, chairs, workstations, and equipment, each employee, during the first week of initial employment will be required to complete an online tutorial regarding proper ergonomic work practices.
2. Employees should inform and request assistance from their immediate supervisor if their health is being negatively affected by the setup or physical condition of their workstation or equipment.
3. If the problem is not alleviated in a reasonable time, the employee may contact Risk Services and Human Resources for further assistance.

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

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

1. Security measures already existing in the work place;
2. Recognizing threatening or potentially threatening situations and the proper methods for dealing with them;
3. Proper procedures for reporting to Public Safety and/or local law enforcement any incidents or threats to safety; and

4. Personal safety training to assist employees in avoiding violent or potentially violent situations and to prepare them to better deal with such situations should they arise.

B. Employees who are the victims of any violent conduct, as defined by Board Policy and Administrative Procedure 3510, or who are witness to such conduct, or any supervisor receiving a report of such conduct, shall immediately report the incident to their supervisor or Human Resources. All reports or complaints regarding workplace violence will be handled in accordance with District policies and procedures. Board Policies and Administrative Procedures can be found on the District website.

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

4.8 Extremes in Temperature. The District will comply with CalOSHA regulations regarding the regulation of the temperature in the workplace.

The District also will comply with its IIPP regarding temperature protocols.

A. Indoor temperatures:

The District agrees to set workplace thermostats in the range of 68 degrees and 76 degrees Fahrenheit. In the event that indoor temperatures fall outside the range of 60 to 80 degrees Fahrenheit, employees shall first contact their supervisor and the site Maintenance and Operations Department in order to determine whether an adjustment can be made to District heating, ventilation, or cooling units in order to bring the temperature within the range of 60 to 80 degrees Fahrenheit. Should an adjustment not be possible, or should any necessary repair take more than two business days to complete, employees may request a fan for their workspace. Employees also may bring personal fans to the workplace under such conditions, as long as the fan is used according to manufacturer recommendations and the fan's size or sound does not cause a workplace disruption. Employees, though, are not permitted to bring personal space heaters into the workplace, and the District will not issue personal space heaters. Employees may contact Human Resources to explore viable options for moving to an alternate work location until indoor air temperatures can be brought within the range of 60 to 80 degrees Fahrenheit should a repair or adjustment be expected to take more than five working days.

B. Outdoor temperatures:

The District agrees to comply with the requirements set forth by CalOSHA under Section 3395 of Title 8 of the California Code of Regulations regarding heat illness prevention. Shaded areas are available for employees working outdoors at all District sites. Employees working outdoors also may go indoors to any shared space during regular break periods as well as for any requested cool-down break period separate from their regular breaks in order to rest. Employees working outdoors also will have drinking water made available to them, free of charge. Employees working outdoors in temperatures at or exceeding 80 degrees Fahrenheit will be permitted to take additional cool-down breaks as needed, but must notify their supervisor or designee prior to taking such breaks to ensure

appropriate monitoring for potential heat illness, and the impact of elevated temperatures on their productivity will be given consideration.

1. **High-Heat:** On days where the high temperature forecast is expected to reach or exceed 95 degrees Fahrenheit, supervisors will ensure that effective communication is maintained with employees by voice, observation, or electronic means to ensure that employees can contact a supervisor should they begin to feel unwell. Employees may also be assigned to work in teams to ensure employees can inform a colleague immediately should they begin to feel unwell. Employees will be reminded to drink plenty of water throughout their work shift, and high heat procedures will be reviewed with employees at the start of their shifts. Employees also will have the right to take cool-down rest breaks as needed, but must notify their supervisor or designee prior to taking such breaks to ensure appropriate monitoring for potential heat illness.

ARTICLE 5. NEPOTISM.

5.1 Pursuant to Board Policy 7310.

ARTICLE 6. GRIEVANCE PROCEDURE.

6.1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

6.3 Informal Conference: Attempt at Resolution

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

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

6.4 Formal Level I. Submission of Written Grievance

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

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

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

6.5 Formal Level II. Appeal to Grievance Officer

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

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

C. Investigation of Grievance. Within ten days after receipt of the grievance, the Grievance Officer shall meet with the grievant and Federation representative, if requested by the employee, to hear the grievance. The Grievance Officer will investigate the allegations, to determine if a violation of the Agreement exists before rendering a decision.

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

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

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

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

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

D. Failure to respond. The intent of the parties to this Agreement is that a decision will be rendered at Level III prior to proceeding to binding arbitration. However, if the Vice Chancellor of Human Resources or designee fails to give a decision at Level III within the specific time limit, or

within the agreed upon extension of that time, the formal grievance will be considered settled in favor of the employee, in the manner requested by the employee, in the formal grievance.

6.7 Level IV. Binding Arbitration.

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

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

6.8 General Conditions.

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

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

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

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

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

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

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

1. With advance mutual agreement, and the concurrence of the supervisor/~~manager~~ processing the grievance, an additional District/College representative not involved in Level II or Level III and/or Federation representative may be in attendance at any formal level of the grievance procedure.

2. A grievant shall also be entitled to represent themselves (but may not be represented by any other person other than a Federation representative) up to and including Level III of the grievance procedure. Employees may have a grievance adjusted without the intervention of the Federation as long the adjustment is not inconsistent with the terms of this Agreement.
3. The Federation shall be provided copies of any grievance filed by employees and any response by the District. Prior to resolution of any grievance, the Federation shall be provided a copy of the proposed resolution and given the opportunity to respond. Any decisions rendered in grievances without Federation representation and concurrence with the decision shall not set precedent for any future grievances.

6.9 Miscellaneous.

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

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

ARTICLE 7. EMPLOYEE STATUS.

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

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

B. Part-time Regular Classified Employees.

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

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

A. Substitutes. A substitute is a person hired, with or without advertisement, on an hourly basis, to take the place of an employee who is ill, on leave of absence, temporarily backfilling in a vacant position during the recruitment phase for that position, or backfilling in a position that is vacated due to temporary reassignment. Said person shall not occupy a position on a substitute basis for more

than 50% of the fiscal year (26 weeks) except when the person whose job is temporarily being filled continues to be ill or on a leave of absence. The first two weeks of a substitute assignment will count towards the short-term employee's maximum time limit (See Section 7.2.E). Substitute assignments shall be identified within 20 days from the beginning of the employee's absence.

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

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

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

E. Short-Term/Hourly Employees. A short-term/hourly employee is a person who is working less than the agreed upon limit of 160 duty days in a fiscal year. Short-term/hourly employees have no contractual entitlements, are not members of the bargaining unit, and therefore are not covered by any of the provisions of this Agreement. Short-term employees may not work in a dual role as a student assistant.

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

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

A. A new employee shall serve a probationary period not to exceed six months, or 130 days of paid service, whichever is longer, subject to dismissal at any time during this period.

B. The work performance and efficiency of the employee will be appraised on the mutually agreed upon form from the District Office of Human Resources by the employee's immediate supervisor at the end of the third and fifth months of employment.

At the fifth month appraisal, the employee will be recommended for either regular status or for termination. Should the employee's immediate supervisor fail to recommend the employee for regular status or for termination prior to the employee completing six months or 130 days of paid service, the employee will automatically pass into regular status.

7.5 Part-time Regular Classified Employees. The Colleges/District will make reasonable efforts to post opportunities for additional assignments. Qualified part-time employees covered by this Agreement interested in additional work assignments in positions for which they may be qualified, will

be responsible to notify District and College Human Resources for placement in an additional assignment. Employees who work 20 or more hours but less than 40 hours per week will be limited to the College/District site assigned. The District reserves the right of assignment and complete discretion for any additional hours assignment(s).

7.6 Reemployment.

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

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

ARTICLE 8. UNIFORMS.

A. District Requirement. Employees who are required by the District to wear prescribed uniforms, safety footwear, or identification badges shall have them provided at the expense of the District.

B. District Approval. All uniforms, safety footwear, and identification badges shall be selected and approved by the District as to style, color, quality, and insignia.

C. Uniform Supply. Employees required by the District to wear a prescribed uniform or safety footwear shall receive an adequate supply, as determined by the District. The maximum allocation of uniform items, per employee per fiscal year, shall be:

1. Up to five shirts.
2. Up to five pairs of trousers/shorts.
3. One jacket for employees whose work requires outdoor duty.
4. Raincoats, overalls, smocks, lab coats, aprons, other specialized clothing, etc., shall be provided in a reasonable number, consistent with the demands of cleanliness and wear, as determined by the District.
5. One pair of shoes. In the event that the District does not provide safety footwear to an employee through a vendor selected by the District, employees will be reimbursed up to \$100 for the purchase of footwear that meets the requirements of the District. If the footwear required exceeds \$100 due to an employee's specialized need, the employee is to request pre-approval to exceed the \$100 limit, and if approved, the District will reimburse the employee for the total cost of the footwear.

D. Identification Badges. Employees required to wear an identification badge while on duty shall have them provided at the expense of the District. The employee may choose to cover their first or last name on the identification badge, but not both. Badges which are damaged, lost, or destroyed in the course of work, unless due to negligence of the employee, will be replaced at District expense.

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

F. Uniform Advisory Committee. The District will form Uniform Advisory Committee to review and make recommendations regarding the use and standards for District uniforms.

The Uniform Advisory Committee shall consist of the following:

- a. One employee, appointed by the Federation, from each College Public Safety department.
- b. One employee, appointed by the Federation, from each College's Maintenance & Operations Department.
- c. One employee from each College, appointed by the Federation, from any other department in which the District determines that employees are required to wear a uniform.
- d. Executive Director of Human Resources and Employee/Employer Relations.
- e. Director of Public Safety from each College.
- f. Director of Maintenance & Operations from each College.
- g. One Director from each College, from departments as set forth in item "c," utilizing uniforms.

The Uniform Advisory Committee shall forward its recommendations to the Vice Chancellor of Human Resources and the Vice President of Administrative Services at each College for consideration annually. The implementation of approved uniform changes across worksites may be prioritized and scheduled by the Vice Chancellor of Human Resources in consideration of the District's financial priorities.

ARTICLE 9. EMPLOYEE PERSONNEL FILES.

9.1 Official File.

A. There shall be only one official personnel file for each employee, which shall be maintained in a lockable file room in District Human Resources. The personnel file shall contain job related documents including, but not limited to, Notice of Vacancy; job specification; resume; initial appointment forms; official transcripts (if required); emergency contact information; personnel transactions; salary placement documentation; official correspondence with the employee; formal, written evaluation reports; written disciplinary correspondence; employee responses to disciplinary correspondence; and official recognition/job related commendations. The personnel file shall not

include materials from anonymous communications, materials(s) attributed to unnamed sources, or material(s) obtained prior to the service of the employee in the District.

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

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

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

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

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

9.2 Right of Response. An employee shall be provided with copies of any adverse written material before it is placed in the official personnel file, and shall have ten working days to respond. The employee may use one hour per day, for a maximum of five hours, during normal working hours and without loss of pay, to prepare a written response to such material, with the understanding that assigned work will be given first priority. The employee shall provide a copy of the written response to the immediate supervisor, and shall forward the original written response to the Manager of Employee Records in the Office of Human Resources, where it will become a permanent part of the file.

9.3 Confidentiality. All personnel files shall be kept in the strictest confidence, except as required by a court of competent legal jurisdiction. All applicable Federal and California state laws governing

the rights to privacy and confidentiality shall be followed in maintaining the personnel files. The District shall make all reasonable efforts to protect employees' personal information including, but not limited to social security number, home address, telephone, and other employment information.

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

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

ARTICLE 10. PERFORMANCE EVALUATION.

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

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

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

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

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

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

10.5 Performance Evaluation Timeline.

A. Permanent Employees.

1. One year following the completion of the probationary period. This date will become the review date.
2. Thereafter, evaluations will be conducted at least once every year.
3. All performance evaluations shall be completed no later than 30 working days after the review date. If the performance evaluation is not completed on schedule, unless the employee agrees to an extension, the evaluation will be noted, recorded in the system to have been missed, and the annual schedule will be resumed. If, however, an employee is on leave at the time the evaluation is due, the evaluation period shall be extended automatically. In this circumstance, the evaluation will be completed within 30 working days of the employee's return to work, and the annual evaluation cycle shall correspond with the new review date. (Note: If an employee is not evaluated for a consecutive three year period, the employee's performance will be deemed as having been satisfactory for the time period that the three evaluations were missed.)
4. If the immediate supervisor is leaving, the employee's evaluation timeline may be observed as follows:
 - (a) A supervisor leaving the District, within 30 days of the upcoming review date, may complete an evaluation prior to leaving.
 - (b) A supervisor who has changed assignments within the District may evaluate the employee when the evaluation is due. The evaluation cycle shall cover the one year period between the employee's previous and current review dates in which the individual served as the employee's immediate supervisor.
5. In the event an employee's supervisor leaves the District, the employee shall not be evaluated by the new supervisor for a period of six months, unless the employee being evaluated is nearing the end of probationary status. If the former supervisor has not left the District and is available to complete the evaluation, Section 10.5A.4(b) above shall apply.

B. Probationary Employees. The evaluation of the probationary employee shall be within 20 working days of the end of the third and fifth months of service. (Refer to Section 7.4.A (Probationary Period).)

C. During the probationary period of a permanent, promoted employee, the immediate supervisor and the employee shall meet at least once in the first 30 days to discuss the expectations of the position. If a permanent, promoted employee who is serving a six month probationary period is not meeting performance standards at three months, there shall be a discussion between the immediate

supervisor and the employee by the end of the fourth month to address the areas of concern. If the employee fails to complete probation, see Section 11.5.C.

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

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

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

A. Self-Evaluation.

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

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

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

D. Completion of the Evaluation. Following the conference, the immediate supervisor shall give the completed evaluation to the employee to sign and date, indicating receipt of the evaluation. The employee shall be given a copy. The employee's signature on the evaluation report shall not be construed to indicate agreement with its contents.

E. The employee will have the option of attaching their self-evaluation to the supervisor's evaluation being placed in the employee's official personnel file.

F. Employee Response. The employee may, within 30 working days of receipt of the completed evaluation report, forward a written statement of response to the immediate supervisor who shall forward it through designated channels to District Human Resources. The employee's evaluation

response shall be attached to the original evaluation and placed in the employee's official personnel file located in the District Office.

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

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

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

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

10.9 Unsatisfactory Evaluation - Appeal.

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

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

C. The decision of the College Director of Human Resources or the Executive Director of Human Resources and Employee/Employer Relations will be final and not subject to the grievance process.

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

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

ARTICLE 11. VACANCIES, TRANSFERS, AND PROMOTIONS.

11.1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

A. Voluntary Transfer Process.

1. When District Human Resources receives authorization to fill a job vacancy, employees who are on the transfer list will be given the opportunity of a lateral (or lower classification) transfer and will be contacted by Human Resources to schedule an interview with the supervisor. If desired, the supervisor may establish a committee to participate in the interview(s) of those seeking transfer.
2. Employees contacted by Human Resources regarding a voluntary transfer opportunity will be given a minimum of two business days to accept or decline the opportunity to interview for the position.
3. Should the supervisor (or committee) request materials, such as a resume, cover letter, or a written response to job-related questions, prior to the interview, those seeking a transfer will be given a minimum of two business days to prepare and submit such documents.
4. The supervisor (or committee) shall follow an interview procedure that is fair to all candidates, and may include, but not be limited to, appropriate oral presentations, writing samples, or other performance indicators related to the essential responsibilities of the position. The supervisor (or committee) shall evaluate candidates based on knowledge and competence, commitment to service, and potential contributions to the department and District.
5. Voluntary transfer applicants must meet minimum qualifications for the position into which they are seeking a transfer; however, meeting minimum qualifications for a position is not a guarantee for receiving a requested transfer. Should an employee seeking a transfer not be eligible for a transfer because they do not meet minimum qualifications for a position, the employee may contact Human Resources for counsel about what qualifications to obtain in the future for such opportunities.
6. When the supervisor (or committee) conducts interviews, a written record of interview notes shall be maintained. Following consideration of the candidate's strengths and areas of growth as related to the position, the supervisor (or committee) shall forward all documentation to District Human Resources that indicates either a) the transfer is to be offered to the employee, or b) the position will be opened for advertising to the general public and the employee may apply. In the event that an employee is not offered the transfer, at the request of the employee, Human Resources will provide the employee with information relating to areas where growth is recommended for future success.
7. Offers of a transfer to an employee will be made by phone or in person with a follow-up email confirming the offer. Employees are responsible for ensuring that a current contact phone number and email address, that the employee checks regularly, is provided to the District during the transfer process. If a classified employee is offered a transfer, the employee must accept or decline the offered position within 24 hours. The 24 hour decision period will begin at the time of the confirming offer. Should an employee be unreachable by phone or in person, the offer will be extended via email,

and the employee will have 24 hours from the time that the email offer is sent to accept or decline the position. If the employee accepts the transfer, the position vacated by the employee will be opened for transfer. Ultimately, once the transfer process is complete, the resulting vacancy will be opened for recruitment, if necessary, to fulfill the requirements of Title 5.

8. Employees accepting a transfer into a different classification than previously held will be required to serve a six month probationary period. If a transfer is accepted into a classification that the employee previously held, there will be no new probationary period.

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

11.3 Job Vacancy.

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

B. Application. An employee may apply for any announced vacancy. An in-house applicant must satisfy the minimum qualifications announced for the position, and must submit an updated resume (if required), letter of intent (if required), and all the requested application materials. Applications and materials submitted by an employee will be acknowledged as received by the District. The employee will receive communication as to the status of their application throughout the process as their application either progresses to the next phase or will not be given further consideration. The District shall provide space on the application form for employees to indicate when additional training provided by the District has been completed.

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

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

D. Selection. In the event that an in-house applicant is not offered the position, an employee may request to be informed by the District as to how they may be more successful when applying for future vacancies.

E. Search Committee Participation.

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

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

11.4 Reclassification or Reassignment as a result of Reorganization.

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

B. If an employee is reassigned to a position at a lower range, as a result of reorganization, the employee shall be Y-rated. The employee also shall be given recall rights for a period of up to 39 months to a vacant position in their former classification.

C. If reorganization results in the displacement of an employee, the District recognizes the employee's permanence in their former classification, or in an eligible classification, and will place the employee in a vacant position if one exists. (See Section 11.4.B)

11.5 Probationary Status in Vacancies, Reorganizational Reassignments, Transfers, and Promotions.

A. Vacancies. Employees who promote, or who obtain through competitive process, a

position in a lateral classification in which they have not previously held permanency, will be required to successfully complete a new probationary period of six months, or 130 days, of paid service, whichever is longer, in order to attain permanency in the new classification.

The work performance of the employee in the new classification will be appraised on the Classified Employee Performance Evaluation form (Appendix “C”) by the employee’s immediate supervisor at the end of the third and fifth months of employment. At the fifth month appraisal, the employee will be recommended for permanency or dismissal from the new classification. Employees are subject to dismissal from the new classification at any time during the probationary period. A permanent employee who fails to successfully complete the probationary period for a new classification shall not be separated from employment, but will be placed in accordance with Section 11.5.D.

B. Re-organizational Reassignments.

Previously Held Classifications

Employees who are re-organizationally reassigned to a job classification in which they previously attained permanency shall not be required to serve a new probationary period.

New Classifications: Promotions

A re-organizational reassignment to a promotional job classification in which the employee does not have permanency will require the employee to successfully complete a new probationary period of six months, or 130 days, of paid service, whichever is longer, in order to attain permanency in the new classification.

The work performance of the employee in the new classification will be appraised on the Classified Employee Performance Evaluation form (Appendix “C”) by the employee’s immediate supervisor at the end of the third and fifth months of employment. At the fifth month appraisal, the employee will be recommended for permanency or dismissal from the new classification. Employees are subject to dismissal from the new classification at any time during the probationary period. A permanent employee who fails to successfully complete the probationary period for a new classification shall not be separated from employment, but will be placed in accordance with Section 11.5.D.

New Classifications: Lateral

Employees who are re-organizationally reassigned into a lateral classification in which they have not previously held permanency will be required to successfully complete a new probationary period of six months, or 130 days, of paid service, whichever is longer, in order to attain permanency in the new classification. A supervisor may waive the new probationary period if the employee previously completed a probationary period successfully in a job classification with the same required qualifications as defined in the job description.

The work performance of the employee in the new classification will be appraised on the Classified Employee Performance Evaluation form (Appendix “C”) by the employee’s immediate supervisor at the end of the third and fifth months of employment. At the fifth

month appraisal, the employee will be recommended for permanency or dismissal from the new classification. Employees are subject to dismissal from the new classification at any time during the probationary period. A permanent employee who fails to successfully complete the probationary period for a new classification shall not be separated from employment, but will be placed in accordance with Section 11.5.D.

C. Lateral Transfers and Voluntary Classification Reductions. Employees who laterally transfer or demote through voluntary transfer, into a classification in which they have not previously held permanency will be required to successfully complete a new probationary period of six months, or 130 days, of paid service, whichever is longer, in order to attain permanency in the new classification. A supervisor may waive the new probationary period if the employee previously completed a probationary period successfully in a job classification with the same required qualifications as defined in the job description. During a hiring freeze, a new probation period shall be waived in the event of an administrative transfer or classification reduction.

The work performance of the employee in the new classification will be appraised on the Classified Employee Performance Evaluation form (Appendix “C”) by the employee’s immediate supervisor at the end of the third and fifth months of employment. At the fifth month appraisal, the employee will be recommended for permanency or dismissal from the new classification. Employees are subject to dismissal from the new classification at any time during the probationary period. A permanent employee who fails to successfully complete the probationary period for a new classification shall not be separated from employment, but will be placed in accordance with Section 11.5.D.

D. Failure to Complete Probation. In the event that a regular employee does not successfully complete the probationary period required for a new job classification, as set forth in Section 11.5.A through 11.5.D, the District will place the employee in their previous permanent classification or in an open position most nearly like the position previously held. If a comparable position is not available, the employee may be placed in a temporary position, until an open position becomes available at a salary no lower than the previous permanent classification held.

E. Probation Requirements.

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

11.6 Salary Placement.

A. Step Placement.

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

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

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

1. Reassignment to a lower class will be governed by Section 13;
2. Reassignment to a lateral class will include the reemployment rights of Section 13.7.

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

ARTICLE 12. RECLASSIFICATION.

12.1 General Provisions.

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

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

C. Employees submitting an application for reclassification for the same position in consecutive reclassification window periods will need to show a significant change in duties from the prior request, such that a fresh review is warranted. Employees may not apply for reclassification more than two years in a row.

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

E. Probationary employees are not eligible for reclassification.

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

12.2 Definitions.

A. **Reclassification.** In accordance with California Education Code Section 88001(f), reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

12.3 Applications.

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

1. A Reclassification Application Form (Appendix L) that specifies:
 - a. Specific position information related to how the employee's position has evolved over time and what specific duties are believed to be outside the scope of the currently held classification; and
 - b. A signed statement by the employee as to whether the duties that are the subject of the reclassification request were (a) voluntarily performed by the employee or (b) approved/directed to be performed by the employee's immediate supervisor; and
2. An Electronic Position Description Questionnaire ("ePDQ") (Appendix M) completed by the employee requesting reclassification; and
3. An ePDQ completed by the employee's direct supervisor.

- B.** Reclassification Application Forms shall be submitted by the employee to District Human Resources during the application period specified in Section 12.5

12.4 Preliminary Review by District Human Resources. When three or more of the applications for reclassification are received from employees in the same job classification or when fifteen percent or more of the classification is requesting reclassification in unusually small or large classifications, the Manager of Recruitment, Compensation, and Development will review, in a timely fashion, those applications to determine if there is a compensation/allocation issue versus a true condition for reclassification.

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

If the contents of the applications suggest a compensation inequity rather than an actual change in the assigned work, the application shall be removed from the reclassification process and a compensation study will be performed for the job classification. Board approved comparable districts will be used for such studies.

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

B. When feasible, the timeline for completing the compensation study will be consistent with the reclassification timeline in Section 12.5.

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

12.5 Reclassification Timeline*

08/01 through 09/30	Application period
10/01 through 10/31	District Human Resources application review. Supervisors notified of requests for reclassification review.
11/1 through 12/15	Manager of Recruitment, Compensation, and Development reviews complete applications, conducts initial analysis, and generates a preliminary rating.
12/16 through 1/15	Vice Chancellor of Human Resources approves or rejects the recommendations and then notifies applicants of decision.

1/16 through 2/15	Reevaluation Request period (not less than ten working days).
2/16 through 3/31	Reevaluation of materials and interviews take place with the Vice Chancellor of Human Resources, the Federation President, and the District Human Resources representatives as identified by the Vice Chancellor of Human Resources for employees who requested reevaluation.
April	Approved reclassifications are submitted to the Board of Trustees for ratification.
5/1	Implementation of approved reclassifications and compensation alignment if applicable.

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

12.6 Reclassification Process.

A. Human Resources Application Review

1. All Reclassification Applications received by September 30 (or following business day if falling on a weekend or holiday) will be reviewed by District Human Resources to determine: (1) if the application is complete; and (2) that the duties provided for analysis are not currently within the employee's current job specification.
2. District Human Resources shall notify the supervisor (in writing) of employee(s) who have submitted a completed application for reclassification. Supervisors will be asked to complete an ePDQ for any employee(s) under their supervision requesting reclassification. The supervisor's ePDQ must be signed by an area administrator at the vice-president level or above.
3. All applications identified by District Human Resources as incomplete will be returned to the employee to complete and resubmit through the application deadline. After the application deadline, the Manager of Recruitment, Compensation, and Development will notify employees with incomplete applications that their application is rejected from the reclassification process.
4. The District's assigned Human Resources employees will review and score the Electronic Position Description Questionnaire (Appendix M). The ePDQ is designed to collect job information and asks detailed information about facets of a job. Responses to the questions are assigned a point count based on several mitigating factors. The values are summarized to provide a total score for the job. The score is then compared to a range of similar scores that are assigned to a salary range.

5. The District's assigned Human Resources employees may interview the employee and/or supervisor, by phone or in person, in order to verify the information provided by the ePDQ.
6. A preliminary salary range classification will then be determined by the District's assigned Human Resources employees.

B. Vice Chancellor of Human Resources Review and Determinations

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

12.7 Reclassification Reevaluation Process

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

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

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

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

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

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

ARTICLE 13. LAYOFF PROCEDURES & REEMPLOYMENT RIGHTS.

13.1 General Provisions.

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

Notification to employees affected by layoff shall be provided in accordance with the requirements of Education Code Section 88017.

13.2 Definitions.

A. Layoff. Layoff is the cessation of an employee's regular classified assignment due to lack of work or lack of funds. Pursuant to Education Code Section 88001(g), this includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

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

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

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

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

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

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

1. Movement from General Funded Position to Categorical, Grant, or Specially

Funded Position. Permanent employees who transition from a general funded position to a categorical, grant, or specially funded position retain rights to return to classifications previously held, based on seniority.

2. When the District acts to reorganize and two-or more classifications are merged or titles are changed and the previous classification is abolished, the seniority of regular reclassified employees will be computed from the date of earliest entrance into the abolished classification(s). When a portion of the employee's position(s) within the classification is reclassified, seniority in the new classification begins at the time of employment in the new classification.
3. Seniority shall terminate when an employee retires or resigns and does not return to work within 39 months or is discharged for cause.

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

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

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

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

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

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

13.3. Order of Layoff.

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

Pursuant to Education Code Section 88017(c)(1), a classified employee may not be laid off if a short-term employee is retained in the classification to render a service that the classified employee is qualified to render. This citation does not create a layoff notice requirement for any individual hired as a short-term employee.

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

13.4 Written Notice of Layoff.

The District will make every reasonable effort to notify an employee of a potential layoff as soon as possible. Such notice shall specify the reason(s) for layoff and identify the employee by name, classification, and work location.

Pursuant to Education Code Section 88017(a)(1), written notice shall be provided to the employee by the Vice Chancellor of Human Resources which states the reasons for layoff as well as the provisions of Education Code Section 88017 no later than March 15, and before an employee is given notice by the District's Board of Trustees, that their services will not be required for the ensuing year.

Pursuant to Education Code Section 88017(b), the layoff notice shall inform the employee that the employee may request a hearing to determine if there is cause for not reemploying the classified employee for the ensuing year and provide a date by which the employee must submit the request, which will not be less than seven days after receiving the notification. A request for a hearing shall be in writing and shall be delivered to the Vice Chancellor of Human Resources. If an employee fails to request a hearing on or before the date specified, that shall constitute waiver of the employee's right to a hearing.

A. An employee who is on duty shall be notified by an in-person delivery of a written notice of layoff. Reasonable effort will be made to meet privately and discreetly with the employee. The employee will be asked to sign an acknowledgement of receipt of the written notice of layoff. The notice period will begin on the date that the employee is notified, via in-person service, whether or not the employee verifies receipt of the written notice of layoff.

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

1. The layoff notice date shall be the next succeeding calendar day following the date of mailing of the notice.
2. The notice of layoff shall be sent to the most recent address on file with District Human Resources. It shall be the responsibility of the employee to keep District Human Resources informed on how and where the employee may be contacted.
3. Should the certified letter be returned after attempted delivery has been made, it shall be deemed that the employee has been notified of layoff and the layoff shall be effective as of the date specified in the notice.

C. Specially-Funded Programs. Employees assigned to Specially-Funded Programs shall be kept informed of the status of funding for the program and made aware of risks to the loss of funding or the expiration of the program as such risks become known. Pursuant to Education Code Section 88017(k), when classified positions must be eliminated as a result of the expiration of a specially funded

program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

13.5 Employee Options After Receipt of Written Notice.

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

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

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

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

13.6 Order of Layoff Options.

A. Employee Displacement (Bumping).

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

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

1. **Current Classification** – A position in the employee’s current classification;
2. **Lateral/Equal Classification** – A position in a lateral classification previously held;
3. **Higher Classification** – a position in a higher classification previously held in which there is verification that the employee was not demoted for cause; or
4. **Lower Classification** – A position in a lower classification previously held.
 - a. Should employee(s) in the position(s) first described above have more seniority than the candidate for reassignment, that candidate shall be reassigned to position(s) described consecutively in this Section. Should all employees in positions described in this Section have more seniority than the candidate for reassignment, that candidate would be laid off except as provided in Article 13.6.C.
 - b. Employees reassigned under this Section will be placed in positions as defined in Section 13.6.B, whose incumbents have least seniority, in the following order:
 - (1) Same proportion of full- or part-time (hours per day) and same proportion of contract months per year;
 - (2) Same proportion of full- or part-time (hours per day) but fewer contract months per year;
 - (3) Same proportion of full- or part-time (hours per day) but more contract months per year;
 - (4) Different proportion of full- or part-time hours and same contract months;
 - (a) Fewer hours per day to a minimum of a 50% assignment;
 - (b) More hours per day to a maximum of a 100% assignment;
 - (5) Different proportion of full- or part-time hours and different proportion of contract months. Consideration of hours is to be handled as in preceding Section 13.6.B.4.b.
 - (a) Fewer contract months;
 - (b) More contract months.
 - c. An employee accepting a reassignment in lieu of layoff to a position in which the employee previously held permanency shall not serve a new probationary period.

- d. **Salary Placement.** An employee who accepts a reassignment to a lower classification in lieu of layoff shall be Y-rated.

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

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

D. Voluntary Reduction in Hours. Employees who take voluntary reductions in assigned time in lieu of layoff shall be recalled to positions in their class with increased assigned time in order of seniority. Such employees who take voluntary reductions shall have an additional 24 months available for recall to positions in their classification in addition to the 39 month period as specified in Section 13.7.A.1.

E. Retirement in lieu of Layoff.

1. Regular employees with at least five years of service credit under the Public Employees' Retirement System who are 50 years of age or older, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit an application for retirement to the Public Employees' Retirement System. Notification in writing shall also be forwarded through the supervisor to District Human Resources.

2. **Reinstatement from Retirement.** Any person subject to layoff for lack of work or lack of funds electing service retirement shall be placed on an appropriate 39-month reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System that the retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently offered reemployment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.

13.7 Layoff and Reemployment Rights.

A. Recall Rights.

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

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

B. Reemployment Offer. An employee shall be offered reemployment in the same sequence as outlined in Section 13.6.B.

C. Recall Procedure – Layoff.

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

The employee shall have up to ten working days from the postmarked date of the notice

to accept or decline the position being offered. Failure to reply within ten working days will be considered a refusal.

2. Employee options for accepting or refusing reemployment offers:
 - a. **Same classification and hours.** If the employee is offered a position with the same title that they previously held (or the equivalent title if the former title no longer exists), reemployment with the same number of hours, the employee has the option to accept the offer or reject it, but after refusing two such offers, the employee shall have relinquished all reemployment rights.
 - b. **Different classification and/or fewer hours.** If the employee is offered reemployment in a lower classification or with fewer hours or both, the employee may accept or refuse the offer. If the employee accepts such an offer, the employee will remain on the 39-month reemployment list, until the full 39-months have passed, in the event a position in the previously held classification and/or number of hours becomes available.
 - c. **Relinquishment of reemployment rights.** If the employee has rejected two offers under Section 13.7.C.2.a, or three offers under Section 13.7.C.2.b, or one offer under Section 13.7.C.2.a plus two offers under Section 13.7.C.2.b, the employee shall have relinquished all reemployment rights with the District.
3. If the employee in a layoff status accepts the position being offered, the employee shall have up to ten working days from the postmarked date of the notice to report for work. This does not preclude an employee from returning to work in fewer than ten working days. Should the employee fail to report back to work within ten-working days, all reemployment rights are relinquished.
4. Should compliance with the ten working days requirement be precluded by circumstances beyond the control of the employee, a reasonable extension of time may be granted by mutual agreement between the District and the Federation.

13.8 Maintenance of Benefits after Layoff.

A. Maintenance of Benefits – Layoff. Employees who have one or more years of continuous service with the District in a regular classified position and who are laid off shall have medical, dental, vision, and life insurance benefits (see Article 20) continued at District expense at the rate of one month for each continuous year of service up to a total of six months. The aforementioned benefits will be continued at the same level as those provided to active employees.

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

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

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

13.9. Exhaustion of Leave and Reemployment Rights.

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

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

13.10 Special Circumstances.

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

ARTICLE 14. HOURS AND OVERTIME.

14.1 Regular Work Schedules and Workday. The work schedule shall be 40 hours per week. The workday shall be eight hours, except as otherwise stipulated in this Article. These provisions do not restrict the extension of a regular workday or work schedule on an overtime basis when such is necessary to carry on the business of the District, subject to the provisions of this Article.

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

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

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

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

14.4 Changes to Employee Schedules.

A. Changes involving Saturday and/or Sunday

1. No employee shall be required to change their workweek to include Saturday or Sunday without their written consent when that work is a result of the District adding Saturday and Sunday classes. If there are changes in the State law, the language in this Section will be modified to reflect current law.
2. No employee shall be assigned Saturday or Sunday work if the employee objects in writing that the assignment would conflict with their religious beliefs or practices.
3. Enactment of Section 14.4.A.1 and Section 14.4.A.2 shall cause no change or disruption in existing work schedules that may already include Saturday or Sunday as regular workdays.

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

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

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

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

14.5 Fluctuating Daily Schedule.

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

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

An employee receiving less than a ten hour rest period will receive, in addition to any other compensation, the regular overtime rate for all time worked prior to the completion of the tenth hour from the end of the previous day's assignment. For example, if an employee finishes the day's work at 11:00 p.m. and is required to begin work again at 7:00 a.m., the employee has received only an eight hour period of rest. Two hours of overtime would be paid the employee for the hours of 7:00 a.m. to 9:00 a.m., as outlined in Section 14.9 as to rate of pay.

Section 14.5.B shall not apply if the employee initiates a request for a short turnaround and the supervisor agrees.

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

D. Section 14.5 shall be applied only to those classes whose duties require fluctuations in daily working hours.

E. Interpreters for the deaf shall be excluded from provisions of this Section 14.5.

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

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

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

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

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

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

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

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

14.7 Shift Differential.

A. Shift differentials are as follows:

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

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

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

14.8 Meal Periods.

A. Employees are guaranteed an uninterrupted, duty-free meal period. Meal periods are 60 minutes in length, except for flex schedules, but may, with the consent of the employee and the immediate supervisor, be 30 minutes in length. No employee shall be required to work for a period of more than five consecutive hours without a meal period, except that when a work period of not more than six hours will complete the day's work, the meal period may be waived by mutual consent of the supervisor and the employee.

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

C. Employees working in Public Safety classifications who are regularly assigned to public safety patrol duties, and who work more than five hours per day, shall be assigned a paid 30 minute "on duty" meal period. This "on duty" meal period will be paid at the employee's regular rate of pay. Employees in the Public Safety classifications serve as emergency responders and are required to remain on-site, or within proximity to the site that allows for a less than three minute response time if called to assist with an emergency during the meal period. In addition to receiving compensation for the "on duty" 30 minute meal period, employees in the Public Safety classifications, who are called to respond to an emergency during the meal period, will also be afforded a 30 minute extension of the meal period on that day in addition to any time spent carrying out the duties required.

14.9 Overtime. The District agrees to compensate employees at the rate of one and one-half times the employee's regular rate of pay (including shift differential) for each hour of work in excess of eight hours work in one day or 40 hours in one week. The District agrees to compensate employees at the rate of two times the employee's regular rate of pay (including shift differential) for each hour of work in excess of 12 hours in one day. (Exception: any approved alternate schedule such as 4/10, 9/80, etc.) No overtime will be paid unless approved in advance by the appropriate supervisor, unless circumstances make obtaining prior approval impossible, due to an emergency or a situation in which the supervisor is not available; and there is an unforeseen and immediate need which would cause a serious disruption to critical services. In such cases, the employee must notify their supervisor via email, prior to the conclusion of the employee's workday, that overtime was worked without prior approval and the reasons therefore. The employee may then submit the overtime to the supervisor and the supervisor will determine whether overtime without prior approval is to be paid. All overtime must be submitted via the District's timecard system during the pay period in which the overtime is worked.

In lieu of overtime pay, the employee may choose to receive compensatory time for the approved overtime hours worked, (one and one-half hours of time for every hour of work or two hours of time for every hour of work in excess of 12 hours in one day). The request for compensatory time in lieu of overtime pay must be made at the time overtime hours are worked; such a decision is irrevocable. Compensatory overtime hours worked will be reported via timecard to the employee's supervisor, and once approved, will be sent to District Payroll for inclusion on the employee's leave statement. All compensatory time must be submitted during the pay period in which the overtime was worked. No informal record-keeping systems for recording compensatory time are permissible.

14.10 Assignment of Overtime. An employee may refuse overtime work, except in case of emergency as defined in Section 3.2. The District shall make every attempt to distribute the overtime work evenly among the eligible and qualified employees who agree to work overtime. If a scheduling problem exists, seniority (within the department among eligible, qualified employees) on a rotating basis shall prevail.

The assignment of overtime may not override required rest periods between shifts, as defined in this Agreement and law. The eligible and qualified employee with the most seniority in the department will be offered overtime first. If the most senior eligible and qualified employee declines the overtime assignment, then the next most senior-eligible and qualified employee shall be offered the overtime assignment. Employees who accept and work an overtime assignment will not be offered subsequent overtime assignments until all eligible and qualified employees in the department have been offered the next available overtime assignment.

Overtime assignments may be offered outside of the bargaining unit once no eligible, qualified employees have accepted the overtime assignment and overtime work is still needed. Department supervisors shall maintain an easily accessible list of their employees, seniority dates, and the dates for which overtime assignments have been offered and worked in order for employees and supervisors to easily discern the order in which employees will be offered overtime. All overtime shall be assigned, recorded, and paid pursuant to the requirements of this Article 14 and law.

14.11 Average Workday of Four Hours or More. Employees having an average workday of four hours or more shall be compensated for any work required to be performed on the sixth or seventh consecutive day following the commencement of the employee's regularly scheduled work week at a rate equal to one and one-half times their regular rate of pay (including shift differential).

14.12 Average Workday of less than Four Hours. Employees having an average workday of fewer than four hours during the work week shall be compensated for any work required to be performed on the seventh consecutive day following the commencement of the employee's regularly scheduled work week at a rate equal to one and one-half times their regular rate of pay (including shift differential).

14.13 Overtime in Multiple Assignments. When an employee works in two or more different classifications during the work week and is entitled to overtime pay, the overtime rate will be computed by District Payroll in accordance with applicable law.

14.14 Overtime Limits

Public Safety Officers may not work more than eight hours of overtime in any 48-hour period.

Emergencies or special circumstances that require hours worked in excess of the limits identified in this Section 14.14 requires the approval of the Vice Chancellor of Human Resources.

14.15 Compensatory Time.

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

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

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

14.17 Reporting Time Pay.

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

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

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

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

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

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

14.19 Work Calendars of less than 12 Months.

A. All employees on less than 12 month work calendars, whose schedules need to be changed by the District for the following year, will be notified of the intent of the District to change their duty calendar at least 30 days prior to the end of the spring semester preceding the change.

1. The District may modify an individual calendar, as set forth in Section 14.17.A, by written notification to the employee. The notification will include the reason for the change. The District will provide the Federation with a copy of the Notice of Change at the same time as the employee is notified.
2. At the employee's request, a conference may be scheduled with the employee's supervisor regarding the proposed changes within seven days of notification of the intent of the District to change the schedule.

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

ARTICLE 15. VACATION.

15.1 Definitions

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

B. Excess Vacation: Accumulated vacation hours above the allowable carry over balance as set forth in Section 15.2).

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

Carryover Balance, effective July 1, 2011

Years of Service	Earned Vacation	Carryover Balance Allowed on July 1
1-3 years of service	8 hrs/month of service (1 day/month – 12 days/yr)	144 hrs
4-5 years of service	9.33 hrs/month of service (1.16 days/month – 14 days/yr)	168 hrs
6-9 years of service	10.66 hrs/month of service (1.33 days/month – 16 days/yr)	192 hrs
10-13 years of service	12 hrs/month of service (1.50 days/month – 18 days/yr)	216 hrs
14+ years of service	13.33 hrs/month of service (1.66 days/month – 20 days/yr)	240 hrs

15.3 Vacation Scheduling.

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

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

15.4 Use of Excess Vacation.

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

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

15.5 Vacation Compensation.

A. Eligibility to receive scheduled vacation or vacation pay will commence on the first day of the month following completion of six months or 130 days of paid service in a regular assignment. No payment shall be made for accumulated vacation to an employee who terminates prior to attaining eligibility to receive vacation. Vacation will be paid at the employee's current rate of pay.

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

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

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

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

ARTICLE 16. HOLIDAYS.

16.1 Definitions.

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

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

16.2 Holiday Eligibility.

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

B. *In lieu of Holiday Compensation.* Regular employees scheduled to work five days per week, other than Monday through Friday, will be granted an *in lieu of* day off for any holiday that falls on the employee's normal day off. Regular employees scheduled to work less than five days a week will be granted *in lieu of* holiday time prorated according to the employee's contract percent of full-time employment. *In lieu of* days must be used within 30 days of when the holiday falls and cannot be banked. Within five days of the scheduled holiday, the employee and supervisor will determine the *in lieu of* date to be taken.

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

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

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

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

16.5 Holiday Schedule.

Independence Day
Martin Luther King Jr. Day
Labor Day
Veterans' Day
Thanksgiving Holiday (2 days)

New Year's Day
Lincoln's Birthday
Washington's Birthday
Spring Holiday
Memorial Day

Winter Holiday (9 days)
Juneteenth

Floating Holiday

ARTICLE 17. LEAVES OF ABSENCE.

17.1 General Provision.

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

A. Employees shall make a written request for paid or unpaid leave, prior to the use of such leave, in accordance with procedural rules established by the District. Unless a shorter time frame is required under applicable law or District policy, the supervisor will provide a written response as to whether the leave will be granted within ten working days of the receipt of the request, except for sick leave under Section 17.2, unless excused by law. If the requested leave is denied, the supervisor will include in the written response the reason for such denial.

B. In accordance with law and procedural rules established by the District, an employee may be granted an unpaid leave of absence. For good and sufficient reason, the District may recommend an unpaid leave of absence without requiring the employee to exhaust all accumulated and earned vacation benefits. Should an employee be placed on an unpaid leave of absence without first exhausting all accumulated and earned vacation benefits, the reasons therefore shall be provided in writing to the employee.

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

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

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

F. Any personal leave granted without pay for 90 calendar days or less, subsequent to Family Medical Leave where applicable, shall not be considered a break in service in computing anniversary dates for vacation and longevity benefits. For leaves of 90 calendar days or less, the employee and dependent benefit coverage as provided under this Agreement shall continue as if the employee were actively at work. The District and the employee shall pay their respective portion of the premiums of the insurance benefit program during the leave. Employees on an unpaid leave of absence which exceeds 90 calendar days shall not earn vacation or sick leave benefits during the time the employee is in an unpaid status. Employees in an unpaid status for more than 90 calendar days will not receive

credit for salary advancement commencing on the 91st day of their absence. If an employee wishes to continue the employee and dependent benefit coverage while on a leave that continues beyond 90 days, the employee may do so by paying 100% of the insurance premium as of the 91st day of the leave.

17.2 Sick Leave.

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

1. **Minimum Hours Requirement.** Sick leave shall be taken in increments of no less than 30 minutes.
2. **Probationary Sick Leave.** Probationary employees who are scheduled to work 40 hours per week, 12 months per fiscal year, shall not be eligible to use more than 48 hours of sick leave during the first six months of their employment.
3. **Sick Leave for less than full-time Employment.** Regular employees scheduled to work less than 40 hours per week and/or less than 12 months per full fiscal year are entitled to that proportion of 96 hours of “**earned**” sick leave **and 800 hours of “extended”** sick leave per fiscal year as the employee’s number of scheduled work hours relates to a full time work schedule.
4. **Family Leave.** Regular employees may use 50% of annual earned sick leave to take care of an ill family member(s).

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

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

Illustration:

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

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

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

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

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

D. Short-Term Disability. Employees in active status who have completed 12 months (or six months for pregnancy or a pregnancy related medical condition) of continuous, paid service as a classified staff member and who become totally disabled due to illness (including pregnancy or pregnancy related medical conditions) or injury may be eligible to receive short-term disability benefits. (See Section 20.3.E.1 for eligibility information.) An employee who is determined by a physician to be totally disabled for a period which exceeds 14 calendar days may receive short-term disability benefits. The benefit is paid only when an employee is entitled to extended sick leave and while an employee is in the 100 working day elimination period for Long Term Disability benefits. If approved, the employee receives 50% of their salary in the form of extended sick leave plus 50% of their salary in the form of short-term disability benefits totaling 100% of their salary. The benefit is paid through District payroll. All claims are subject to review and the guidelines of the plan. This language is for reference only and any conflicting language is subject to and superseded by Section 20.3.E.1.

E. Long-Term Disability. Employees who have been employed continuously for 12 months as a classified staff member, who become totally and continuously disabled for a period of more than 100 working days, who have exhausted all earned, accrued, and extended sick leave and vacation, and who submit a completed application prior to the exhaustion of all eligible leaves may be eligible to receive long-term disability benefits if approved by the District’s third party claims administrator. (See Section 20.3.E.2 for eligibility information.) This coverage provides up to 60% of the salary the

employee earned before becoming disabled subject to plan maximums. Long-term disability claims are subject to approval by the insurance company that provides the benefit. This language is for reference only and any conflicting language is subject to and superseded by Section 20.3.E.2.

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

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

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

17.3 Bereavement Leave.

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

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

17.4 Jury Duty.

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

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

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

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

17.6 Military Leave.

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

B. Pursuant to Section 87018 of the Education Code, the District approves the provision of compensation to eligible employees equal to the difference between the amount the employee would have received as an employee (including any eligible increases in pay raises that would otherwise have been granted) during the time the individual was on active military duty, and the amount of their military pay and allowances. Employees applying for this leave will be required to submit orders from the appropriate military branch as soon as notified but no less than five working days prior to the absence and will also provide proof of military pay. In the event of last-minute notification, unless otherwise provided in law, the employee member will contact their immediate supervisor within a 24 hour period and the employee shall provide official documentation upon return from military service. The District further approves continuing all benefits that an eligible employee would have received had the employee not been called to active military duty. These benefits shall be provided to an eligible employee for a period not to exceed 180 calendar days, as part of their compensation. For purposes of this Section 17.6.B, "eligible employees" shall be those employees who, as members of the California National Guard or a United States Military Reserve organization, are called into active military duty.

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

17.8 Pregnancy/Parental Leave. Leaves related to pregnancy and parenting shall be handled by the District pursuant to applicable law.

17.9 Adoption Leave. An employee may utilize up to two days within six months of the adoption of the employee's child as Personal Necessity Leave under Section 17.10.E. An employee may also take Family Medical Leave per Section 17.2.

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

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

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

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

D. Personal Business. Three days maximum, for personal reasons.

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

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

17.12 Family and Medical Leave.

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

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

- to care for the employee's newborn child, or a child placed with the employee for adoption or foster care (state and federal law run concurrently for the 12 week period allowed for care of newborn, adopted, or foster child);
- to care for the employee's spouse, son, daughter, or parent who has a "serious health condition" including pregnancy; (additional relationships will be added based on any legislative changes to the Family Medical Leave Act, the California Family Rights Act, or any other applicable legislation that pertains to family, medical, pregnancy, or disability leaves, either paid and unpaid. Check with the Benefits Department in District Human Resources for current listing.)

- for a “serious health condition” that affects the working conditions of the employee;
- for qualifying exigencies (urgent matters) for a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation; or
- to care for a covered service member who is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness under 29 U.S.C. § 2611(15)(B) incurred in the line of duty, on active duty that renders the service member medically unfit to perform their duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. The length of leave for this last item is up to 26 weeks.

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

C. The employee and dependent benefit coverage as provided under this Agreement shall continue as if the employee were actively at work. The District and the employee shall pay their respective portion of the premiums of the insurance benefit program during the leave. The District Benefits Office shall inform the employee of its interpretation of the leave for which the person is eligible in advance of the person taking leave. Notwithstanding any provision(s) of this Section 17.12, the employee shall be entitled to the most beneficial provision of state and/or federal law.

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

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

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

17.16 Catastrophic Leave-Sharing Program for Employees.

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

B. Catastrophic Illness or Injury Defined. “Catastrophic illness” or “catastrophic injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because the employee has exhausted all of their sick leave and other paid time off. (Education Code § 87045)

The definition of “member of the employee’s family” for purposes of Section 17.16 shall be the same as the definition of “immediate family” as set forth in Section 17.3.

C. The Donating Employee must:

- be a member of the classified bargaining unit; and
- have accrued sufficient vacation leave to cover the donation (leave may not be donated prior to accrual); and
- must have met the criteria for vacation compensation accrual as stated set forth in Article 15.2.

D. The Receiving Employee must:

- be a member of the classified bargaining unit employee of the District; and
- have exhausted all paid leave earned pursuant to policies, laws, and collective bargaining agreement provisions regarding vacation, sick leave, and compensatory time off; and
- not be currently receiving other disability compensation (e.g., short-term disability, long-term disability, Workers’ Compensation).

E. Nature of Donations. Donations must be:

- of accrued vacation leave only; and
- anonymous; and
- entirely voluntary; and
- initial donation is a minimum of eight hours or more of the donor’s accrued vacation leave; and
- no employee may deplete all of their accrued vacation for the sake of making a donation to the Catastrophic Leave bank; and
- employees may donate excess vacation to the Catastrophic Leave bank.

F. Establishing the Bank and Collection Deposits.

- There will be an initial call from District Human Resources, with the assistance of the Federation for donations to establish the bank.
- The District will call for donations annually no later than July 31.
- The Federation will be notified when the bank balance falls below 2,400 hours.
- There will be calls for donations when the bank balance falls below 2,400 hours.

- Donations from those eligible to donate will be accepted at any time. See Appendix D for Catastrophic Leave Donation form.

G. Review and Oversight.

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

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

- The requesting employee must submit a completed Catastrophic Leave Application Form (Appendix E) to District Human Resources.
- The Catastrophic Leave Application Form (Appendix E) must be accompanied by a physician's statement that documents that an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member and estimates the duration of the illness/injury.
- The applicant must not be currently receiving other disability compensation (Short-term disability, Long-term disability, Workers' Compensation).

I. Length of Leave.

- The Catastrophic Leave Committee will approve allotments of Catastrophic Leave, to qualifying employees, which will be minimally ten working days 80 hours for a full-time employee) and not to exceed 40 working days (320 hours for a full-time employee). A new Catastrophic Leave Application Form (Appendix E) must be submitted to the Catastrophic Leave Committee for hours in excess of 40 working days (320 hours for a full-time employee). Continuation of Catastrophic Leaves must have an updated physician's verification.
- No Catastrophic Leave may exceed a period of 12 consecutive months (Education Code § 87045).
- Employees approved for Catastrophic Leave must use all individual leave benefits that are accrued on a monthly basis prior to receiving Catastrophic Leave (Education Code § 87045).

J. Processing of Leave Donation.

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

K. Termination of Catastrophic Leave.

An employee granted Catastrophic Leave will have those benefits terminated should any of the following occur:

- The recipient receives any type of disability pay (e.g., short-term disability, long-term disability, Workers' Compensation); or
- The recipient terminates employment with the District; or
- The need no longer exists (based on physician's recommendation); or
- The Catastrophic Leave bank runs out of hours.

17.17 Exhaustion of Leave and Reemployment Rights.

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

B. If at any time during the prescribed 39 months, the employee is able to assume the duties of their regular position, the following steps are required to be taken by the employee:

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

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

D. If reasonable accommodation is requested, the District shall engage in a good faith interactive process with the employee to determine whether or not the employee can perform the

essential functions of the position, and to explore options for reasonable accommodation. The employee may request to have a representative present during the interactive discussion.

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

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

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

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

ARTICLE 18. PROFESSIONAL GROWTH.

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

18.2 Professional Growth Opportunities.

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

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

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

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

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

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

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

1. **Option 1. Tuition, Books and Fees Reimbursement.** The District will grant reimbursement of the costs, including tuition fees, to any permanent ~~classified~~ employee who satisfactorily completes training to improve their job knowledge, ability or skill.
2. **Option 2. Salary Differential.** This option provides salary differentials based upon verification of certificates and/or degrees listed below. Work completed prior to entering the program will not be considered for salary differential. Differentials are cumulative, but are restricted to one in each category.
 - a. Certificate I (18-24 units) - 1.00%
 - b. Certificate II (25+ units) - 1.50%
 - c. AA or AS - 2.50%
 - d. BA or BS - 2.50%
 - e. MA or MS - 2.50%
 - f. Doctoral - 2.50%
 - g. Professional Certificate/Exam (i.e., CPA, CPS) - 1.50%
 - h. Professional Certificate/Exam Option (such as Certified Professional Secretary, Certified Professional Accountant) will be granted by the Committee only if the applicant can demonstrate that the certificate is equivalent to the rigor of the credit course based certificates.
3. **Option 3. Released Time.** This option provides replacement costs for released time necessary for one college level/vocational class per school term. A supervisor's approval is required for all requests requiring release time. If the request is denied by the supervisor, a written explanation of the denial must be provided to the employee.

4. **Vocational/Technical Education.** The District will grant reimbursement of the costs, including tuition fees, to any permanent employee who satisfactorily completes training to improve their job knowledge, ability or skill.
5. **Professional Conferences/Workshops.** An employee may receive reimbursement to attend conferences, symposiums, organizational conventions, workshop programs and similar activities of up to \$1,000 per fiscal year. A supervisor's approval is required for all conference requests. If the request is denied by the supervisor, a written explanation of the denial must be provided to the employee.
6. **Composition of the Professional Development Committee.** The committee membership shall consist of eight members appointed by the Federation, according to the following formula:
 - a. Chair
 - b. Two representatives, Coastline Community College
 - c. Two representatives, Orange Coast College
 - d. Two representatives, Golden West College
 - e. One representative, District Offices

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

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

18.5. Professional Growth Leave.

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

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

B. Provisions.

1. This professional growth leave will consist of up to one fully paid calendar month for up to four employees in which the employee may pursue the completion of an academic degree or the participation in a professional activity that will enhance the employee's value to their department or the District.

2. Employees may concurrently apply for professional development funds as previously outlined in this Section 18.5.B.

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

D. Qualifications.

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

E. Application Procedure.

1. Applicants shall complete an Application for Professional Growth Leave and submit it to their immediate supervisor. A detailed statement of the nature of the leave should be appended to the application and submitted per the timeline below. If an application is denied by the immediate supervisor, a reason for denial must be given.
2. Upon receipt of the application from the College President, the Vice Chancellor of Human Resources or designee will review the application with the Chancellor's Cabinet.
3. The Vice Chancellor of Human Resources or designee will recommend approved and funded applications for approval to the Board of Trustees.

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

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

1. The relevancy of the proposed activity to District objectives;

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

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

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

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

- Knowledge enhancement and effectiveness within vocation or related field
- Goals of a particular project or endeavor undertaken or being pursued by the College, department and/or division
- Direct benefit to students and/or department/division/College operations
- Promotion of relevant opportunities for the employee to pursue or build upon activities/initiatives which have been undertaken external to the District but have a direct benefit
- Augments the District's ability to respond to community needs

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

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

- Professional growth newsletter or workshop
- Department/division/College meeting, project or committee

18.6 Job Re-Training.

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

B. An employee is not prevented from seeking additional professional development through the Professional Development Program described in Section 18.4.B.

ARTICLE 19. SALARIES.

19.1 Pay Rates

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

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

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

A. Regular Employees. Employees will be eligible for pro-rata longevity pay upon the completion of 12 full years of continuous service. Longevity pay will begin with the July 1st pay cycle each year.

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

Years of Service	Annual Longevity Payment
13-14 Years of Service	\$1,300.00 per year

15-19 Years of Service	\$2,000.00 per year
20-24 Years of Service	\$2,700.00 per year
25+ Years of Service	\$3,500.00 per year

Longevity Payments will not increase with COLA.

19.3 Review of the Pay Plan.

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

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

19.4 Salary Schedules.

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

B. Additionally, in each year of this Agreement, if any District employee bargaining group receives an increase in compensation greater than the statutory COLA, the Federation may request an immediate reopener on economic issues to negotiate whether comparable adjustments should be given to the classified bargaining unit or applied to the Federation salary schedules EE, E0, and E1.

C. Special Circumstances Stipend. Employees required by their supervisor to remain working on-site for four hours or more during the closure of a District-site due to an emergency of a temporary nature (three days or less and excluding internet and power outages) will be eligible to receive a Special Circumstance Stipend. The District will allocate \$33,000 each fiscal year for this purpose. The fund will not carry-over from one fiscal year to the next. The amount of each Special Circumstance Stipend will be determined and paid in February and August of each fiscal year by dividing \$16,500 by the number of eligible employees and occurrences. Stipends paid in February will be for work performed, as described herein, in July through December. Stipends paid in August will be for work performed, as described herein, in January through June. Special Circumstance Stipends will not exceed \$100 per eligible employee per day. Employees who work on-site for less than four hours during the closure of a District-site due to an emergency of a temporary nature shall not receive a Special Circumstance Stipend.

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

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

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

19.8 Movement on the Salary Schedule.

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

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

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

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

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

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

D. Out of Class Assignment. When an employee has assumed the full range of duties in a higher classification, the employee shall be placed on the higher classification salary range at a step assuring an increase of at least 7.5% above their current base salary.

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

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

ARTICLE 20. EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.

20.1 Definition of Eligible Employees.

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

B. The District will share equally the premium costs for individuals employed from 50% through 74%. Dependent coverage will be available in accordance with Section 20.2.A-B.

20.2 Premium Costs.

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

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

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

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

20.3 List of Benefits.

Note: This Article does not thoroughly describe the entire benefits package. Employees should refer to their insurance booklet for detailed coverage information.

The benefits listed below reflect the annual recommendations of the Health Benefits Advisory Committee to the Vice Chancellor of Human Resources as set forth in Section 20.5.B and as adopted by the Board of Trustees.

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

A. Medical Coverage.

1. A Preferred Provider Organization Plan (“PPO”) option (Anthem Blue Cross PPO) will be available to eligible employees.

The annual plan deductibles for the Anthem Blue Cross PPO shall be negotiated annually. Deductible amounts and their effective dates will be communicated to employees during the annual open enrollment period.

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

B. Dental Insurance.

1. Employee premium paid by District.
2. Dependent premium paid by District.
3. Deductible amounts will be communicated to employees during the annual open enrollment period.

C. Vision Insurance.

1. Employee premium paid by District.
2. Dependent premium paid by District.
3. The copay amount for employee appointments will be communicated during the annual open enrollment period.

D. Life Insurance.

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

E. Salary Continuation Due to Disability.

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

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

2. **Long-Term Disability.** (This Article supersedes any conflicting language found in Article 17.) Employees who have been employed continuously for 12 months as a classified staff member and who are employed at 50% or more of a full-time assignment and who have exhausted all earned, accrued, and extended sick leave and vacation leave are eligible to apply for long-term disability benefits at District expense provided that a completed application is submitted to and approved by the District's third party claims administrator prior to the exhaustion of all eligible leaves. Long-term disability coverage provides a benefit to qualified disabled employees of up to 60% of pre-disability earnings upon completion of a 100 working-day waiting period. Certain limitations will apply, such as a maximum benefit period of 24 months applying to mental/nervous conditions and that income received from other sources may be deducted from the 60% benefit. Long-term disability claims are subject to approval by the insurance company that provides the benefit.

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

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

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

H. Employee Assistance Programs.

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

20.4 Continuance of Insurance Benefits.

A. Leaves of Absence, Paid and Unpaid. Employees on paid leave are considered to be continuing employees and no interruption to the insurance benefit program shall be imposed upon such

employees. Employees on an unpaid leave extending beyond 90 days shall have the District paid insurance benefit program terminated at the beginning of the month following the 90 day of leave, except as otherwise required by law. An employee may continue insurance benefit coverage for the remainder of the leave by paying the full premium expense(s) per District procedure. Termination of employment for any reason shall result in discontinuance of District-paid benefits on the last day of the month of employment with the District, unless covered under another section of this Agreement.

B. Death of the Employee. The District will, for 24 months from the date of the employee's death, pay full premium medical, dental, and vision insurance in force for dependents of an employee who dies.

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

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

20.5 Federation Recommendations regarding Fringe Benefit Program.

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

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

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

1. Coast Federation of Classified Professionals: 2 representatives; and
2. Coast Federation of Educators: 2 representatives; and
3. Coast District Management Association: 1 classified management representative and 1 educational administrator representative; and
4. Coast District Association of Confidential Employees: 1 representative

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

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

20.6 Referral to Employee Assistance Program.

A. Preamble. The District and the Federation jointly recognize alcoholism, drug abuse, and emotional problems as illnesses that are treatable. It is also recognized that it is in the best interests of the employees, the District, and the Federation that these illnesses be treated and controlled under the existing collective bargaining relationship. Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline.

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

ARTICLE 21. RETIREMENT.

21.1 Continuation of Insurance upon Retirement.

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

B. Retirement Benefits.

1. Employees (75% to 100% assignment) hired on or after January 1, 2018, will be eligible to retire with District paid benefits until age 70 under the following conditions:
 - a) The employee retires from the District and PERS and is age 60 or older; and
 - b) The employee has accumulated at least 15 years of continuous service with the District.
 - c) Employees who have worked in assignments between 50% and 75% for more than 15 consecutive years may be eligible for this benefit if they have worked a total number of hours that meets or exceeds the minimum continuous service requirement of 75% FTE for 15 years. Such employees must submit, for approval consideration, a timely written request to the Vice Chancellor of Human Resources to have their part-time service credited towards the minimum continuous service requirement.
 - d) Retirees ages 65 and over must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible for continuation of benefits. The District funded Anthem Blue Cross PPO plan is not available to retirees after age 65.
 - e) Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
 - f) All other provisions related to eligibility and cost listed in Section 21.1.C shall apply.
2. Employees (75% to 100% assignment) hired prior to January 1, 2018 and who are 55 years old and retire under PERS with ten or more years of service to the District shall

retain medical, dental, life, and optical insurance, including coverage for their dependents, until the retiree reaches the age of 70 under the following conditions. Employees who have worked in assignments between 50% and 75% for more than 15 consecutive years may be eligible for this benefit if they have worked a total number of hours that meets or exceeds the minimum continuous service requirement of 75% FTE for 15 years. Such employees must submit, for approval consideration, a timely written request to the Vice Chancellor of Human Resources to have their part-time service credited towards the minimum continuous service requirement.

- a. Once a retiree reaches age 65, they must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible for continuation of benefits. The District funded Anthem Blue Cross PPO plan is not available to retirees after age 65.
- b. Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
- c. For employees who retire on or after July 1, 2019, and are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent must enroll in the same plan family as the retiree (e.g. the District's Blue Shield Access Plus HMO, Blue Shield TRIO HMO, or Kaiser HMO plan) in order to remain eligible for the continuation of benefits. Upon reaching age 65, the spouse or eligible dependent must enroll in the same plan as the retiree (e.g. United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO) and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits.

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

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

C. Retiree Contributions toward Benefits.

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

D. Retirement Benefit Age 70 or Over. Employees who retire under Section 21.1.B.2 on or before December 31, 2017 shall receive an annual credit of up to \$4000 to be applied only to the Anthem Blue Cross PPO Plan or \$3000 towards the United Health Care Medicare Advantage PPO, or \$1,000 towards the Kaiser Senior Advantage HMO at the age of 70. The credit shall not apply to any HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse's or registered domestic partner's death.

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

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

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

21.3 Pre-retirement Reduced Work Load Option.

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

1. The employees must have been employed by the District as a regular staff member for at least ten years, of which the immediate preceding five years were full-time employment, as defined by the retirement system of which the employee is a member.
2. The employee shall have reached age 55 years by the effective date of the reduced schedule and shall not exceed the age of 70 years in the school year in which the work reduction begins.

3. The employee must agree to retire and terminate services with the District at the conclusion of the employee's pre-retirement program, which shall not exceed five years, except by mutual agreement per Section 21.3.A.8.
4. The employee must make application for participation in this program to the Vice Chancellor of Human Resources. A copy of application must also be sent to the President of the Federation at least 60 calendar days prior to the first day on which the work reduction is to be effective. The District will notify the Federation of such applications. The District may honor a late request due to unusual or emergency circumstances.
5. A pre-retirement program for any eligible employee will require a reduction in the employee's normal assignment. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the last year of service in a full-time position. The details of such an assignment must be consistent with the needs of the department.
6. Except for the reduction in salary corresponding to the reduced workload, the District will provide an employee on this program with the same benefits provided full-time employees. The District and the employee on the program shall agree to make contributions to the retirement system, of which the employee is a member, equal to the amount that would have been contributed if the employee had remained in full-time employment. The employee on the program shall authorize the District, in writing, to deduct from the employee's pay such amounts as are necessary to pay the employee's 100% retirement contribution. Sick leave and vacation, where applicable, are earned on a pro-rata basis.
7. An employee participating in the program is not eligible for professional leave.
8. An employee who elects to participate in the pre-retirement program shall enter into an agreement, five year maximum, with the District respecting the terms and conditions of the employee's program. The employee must retire at the conclusion of the agreement. Such agreement shall be consistent with the provisions of this Article. The agreement can be revoked or amended only with the mutual consent of the parties.

ARTICLE 22. DISCIPLINARY PROCEDURE.

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

22.2 Definition of Discipline. Discipline is defined as any action which will result in the involuntary reduction in hours, involuntary reduction in compensation, involuntary reduction in classification/demotion, involuntary reassignment, suspension, or dismissal of an employee with

permanent status. All discipline must be reasonable, timely, and related in severity to the seriousness of the offense.

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

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

22.5 Employee Representation. The employee has the right to request Federation representation during disciplinary conferences between the employee and their supervisor.

An employee may request Federation representation prior to the start of, or during, any meeting in which discipline is being imposed or recommended, or any investigatory meeting that may result in discipline. The District shall inform the employee that they have a right to Federation representation and consultation. Should no Federation representative be available when a disciplinary or investigatory meeting is scheduled, the District shall accommodate reasonable requests by the Federation to reschedule the meeting so long as such a request does not cause an undue delay as determined by the District.

22.6 Steps in Progressive Discipline. The Federation and the District agree that the overall purpose of progressive discipline is to help the employee understand the need for improvement in the employee's behavior or performance. At each step of progressive discipline, the supervisor will clearly define the actions that the employee needs to take in order to demonstrate improvement. In most circumstances, the following sequence of steps will be followed:

A. Corrective Steps. The Federation and the District agree that the overall purpose of progressive discipline is to help the employee understand the need for improvement in the employee's behavior or performance. At each step of progressive discipline, the supervisor will clearly define the actions that the employee needs to take in order to demonstrate improvement.

1. **Informal conference(s)** will be held between the supervisor and the employee to discuss the following: (1) performance standards and behaviors expected on the job; and (2) feedback on any problems regarding job performance or behavior. Supervisors will provide the employee with a written summary of these informal conferences.
2. **Performance Improvement Plan(s)** ("PIPs"), set forth in Appendix C, will be issued if unsatisfactory performance or behavior persists following informal conference(s). PIPs shall clearly identify the nature of the unsatisfactory performance or behavior, the job standards, rules, policies, and expectations with which the employee is not complying, and shall set forth specific goals and actions which the employee must take, within a prescribed timeframe in order to remediate the performance deficiencies.

Progress in performance/behavior improvement and/or continued performance/behavior deficiencies will be shared with the employee in accordance with the timelines set forth in the PIP.

Employees assigned a PIP, who continue to demonstrate unsatisfactory performance or behavior by the 60-day PIP progress assessment meeting, shall be advised that continued refusal or inability to comply with the PIP will result in a Written Reprimand being issued at the 90-day PIP progress meeting. This advisement will be included in the 60-day PIP document.

3. **Written reprimand(s)** will be given when there is an insufficient level of improvement following completion of a PIP or previous discussion(s) and warning(s). The reprimand will outline the concerns, expectations, provide direction, and state future disciplinary consequences, should the concerns continue. The written reprimand will be placed in the employee's personnel file. Prior to the reprimand being placed in the file, the employee will have the opportunity to attach a written response to the reprimand within ten days.

B. Disciplinary Actions.

1. Suspension with pay
2. Suspension without pay
3. Involuntary demotion, reduction in hours, reduction in compensation, or a combination of these actions.
4. Dismissal/termination from employment

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

D. The District retains the right to suspend an employee without warning and without following the steps of progressive discipline when it is deemed necessary by the District to protect lives or property, to ensure maintenance of order, or to protect the health and welfare of students or employees.

22.7 Causes for Discipline. Discipline shall be imposed upon permanent employees for just cause as outlined in Appendix J.

22.8 General Guidelines for Discipline.

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

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

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

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

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

22.9 Necessity of Insurance and Licenses.

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

1. Except in instances of dereliction of duty or negligence, the District shall attempt to reassign the employee within the same class or to a vacant position in a related class not requiring operation of a motor vehicle or professional certification or licensure.
2. If reassignment is not possible, then the employee may be voluntarily demoted to a vacant position for which the employee meets the minimum qualifications of the lower classification.
3. Any demotion or reassignment to a related but lower classification will result in the employee's pay being adjusted to the salary range of the lower classification.
4. If the procedures in this Section cannot be accomplished, the District may pursue dismissal.

22.10 Suspensions of up to three days without pay will require a meeting, prior to the suspension, with the employee, the supervisor, and the Vice Chancellor of Human Resources/Designee to provide the employee the opportunity to respond to the charges, either verbally or in writing, and express their belief as to why the suspension should not be imposed. The employee may request to have a

Federation representative present. The employee has the right to waive the meeting and may instead respond in writing. Within ten days of the meeting, or submission of the written response, the Vice Chancellor/designee shall issue a decision in writing and may in their discretion, accept, reject, or modify the recommended disciplinary action, not to exceed a three day suspension. The decision of the Vice Chancellor/designee shall be deemed the Board of Trustees' final decision.

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

22.12 Pre-disciplinary (Skelly) Hearing.

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

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

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

1. The District official appointee hearing the employee's perspective must be able to render an unbiased opinion and must have the authority to reverse the decision to suspend, demote, reduce compensation or terminate employment, should the evidence presented at the Skelly hearing provide cause for him/her to do so.
2. If agreed upon by the administrator conducting the Skelly hearing and the Federation representative, the supervisor imposing the discipline may also be present to hear the employee's perspective.

3. At the Skelly hearing the employee may present in writing or in person, with or without a representative, any information as to why the intended action should not proceed. At the conclusion of that hearing or after the scheduled time the employee chooses not to appear or present information, the administrator shall recommend a decision to the Vice Chancellor of Human Resources, which shall be carried to the Governing Board for final action.

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

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

22.13 Evidentiary Hearing with the Board of Trustees.

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

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

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

D. An employee who is demoted, or dismissed, following an evidentiary hearing with the Board of Trustees may appeal the disciplinary action through the Arbitration procedures set forth in Section 6.8.A and extending through Section 6.8.D of this Agreement. The decision of the arbitrator will be advisory. The District and Federation will share the cost of the arbitrator. The cost of the court reporter, if any, will also be shared equally by the District and the Federation. All other costs incidental to the hearing will be borne by the party incurring them.

ARTICLE 23. CONCERTED ACTIVITIES.

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

23.2 Compliance. The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce employees

to do so. In the event of a work stoppage, slowdown, or other refusal or failure to fully and faithfully perform job functions and responsibilities by the employees who are represented by the Federation, the Federation agrees in good faith to take all reasonably necessary steps to induce those employees to cease such action.

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

ARTICLE 24. WORK EXPERIENCE PROGRAM.

24.1 Work Experience Program (“WEP”). The WEP provides opportunities for employees to gain work experience in a different job or to cross-train in aspects of District operations that may not currently be within an approved job description. A vacant position is not a requirement for an employee to participate in the Work Experience Program and train for a specific position. Employees participating in the WEP and training for a position that is not currently vacant will not be eligible for out-of-class pay.

1. Employees may volunteer for training opportunities via the WEP. The District also may assign employees to work experience opportunities where critical needs exist.
2. Employees may apply for the WEP by submitting an application via the District’s job website. Employees may apply for a work experience assignment in any classified position, at any District site.
3. Employees who successfully perform 960 hours of work experience in a particular classification, as set forth in this Article, shall be awarded a Work Experience Certificate. Employees in possession of a Work Experience Certificate, who submit a complete application for any vacancy of the same classification in which the work experience occurred, and who meet minimum qualifications for that vacancy, shall be granted an interview for the vacancy.
4. Employees who are assigned to receive training and perform duties outside of their job description shall continue to be entitled to their regular compensation, including overtime and/or out-of-class pay, where applicable, in accordance with Education Code Section 88010 and Government Code Sections 3100, 3101, and 3107.
5. If multiple employees wish to have work experience in the same job classification, and if it is not feasible to train multiple employees, the employee who meets the minimum qualifications for the position shall be selected to receive the first training opportunity that becomes available. In the event where more than one employee meets the minimum qualifications, seniority shall determine which employee shall receive the training first.

6. Employees participating in the WEP shall be limited to a total of 960 hours of work experience in each fiscal year.
7. Part-time employees participating in the WEP shall receive the hours, wages, and benefits commensurate with the vacancy in which the employee performs the work experience, for the duration of the work experience assignment. Part-time employees permitted to work additional hours and to receive additional compensation and benefits during a WEP assignment shall retain no ongoing rights to these benefits upon conclusion of the work experience assignment.

The District shall fund the WEP at \$15,000 per year. Funds budgeted but not expended in one fiscal year will be carried over for use in the following fiscal year.

ARTICLE 25. BULLYING AND MOBBING.

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

25.2 Definitions.

A. Bullying. Bullying is a form of psychological harassment or violence through the use of targeted, malicious intent, which can occur between a supervisor, a faculty member, and/or a co-worker. More specifically, bullying is abusive conduct that is threatening, unwelcome, aggressive, hostile, intimidating, harassing, and/or unreasonable that demeans, mentally or physically intimidates, or humiliates an individual or a group. Bullying includes, but is not limited to, violent acts, threats of violence, retaliation, social isolation, and exclusion. Bullying is typically a repeated course of conduct but may occur as a single incident. Bullying can be conducted by an individual or multiple individuals.

1. Bullying includes verbal/written bullying, such as ridiculing, insulting, verbally abusing, or maligning a person, either in person or in writing; making abusive, threatening, or derogatory remarks to or about a person; and/or attempting to exploit an individual's known intellectual or physical vulnerabilities;
2. Bullying also includes cyberbullying, such as bullying an individual using any electronic medium, including, but not limited to, the internet, e-mail, cellular phones, and/or other electronic resources.

B. Mobbing. Mobbing occurs when a supervisor or co-worker gathers others to willingly, or unwillingly, participate in continuous malevolent actions toward a target. Mobbing also includes gathering others to engage in isolating or excluding targeted individuals or groups with the intent to intimidate, demean, or do psychological harm.

25.3 The Federation and the District agree to make modifications to this Article in conformity with any future changes to Board Policy which relate to bullying or mobbing.

25.4 Employees who believe that they have been subjected to workplace bullying or mobbing should report their concerns to Human Resources for investigation and remediation as appropriate. Employees are also encouraged to notify the Federation of such concerns for support.

Bullying and mobbing conduct, as defined in Article 25.2, may fall under one or more of the following Board policies and administrative procedures:

Board Policy and Administrative Procedure 3050: Code of Professional Ethics

Board Policy and Administrative Procedure 3410: Prohibition of Discrimination and Harassment

Board Policy and Administrative Procedure 3420: Equal Employment Opportunity

Board Policy and Administrative Procedure 3435: Discrimination, Harassment, and Retaliation Complaints and Investigations

Board Policy and Administrative Procedure 3510: Prohibition of Workplace Violence

Board Policy and Administrative Procedure 3540: Sexual and Other Assaults on Campus

25.5 Legal Determinations and Grievance Rights. The District and the Federation recognize that avenues outside this Agreement exist for the legal determination of issues which deal with unlawful discrimination, harassment, and retaliation. Therefore, this Article 25 is not subject to the grievance procedure set forth in the Agreement.

ARTICLE 26. PROHIBITION OF DISCRIMINATION, HARASSMENT, AND RETALIATION; EQUAL EMPLOYMENT OPPORTUNITY; AND ACCOMMODATIONS.

26.1 Prohibition of Discrimination, Harassment, and Retaliation. The District and the Federation agree, to abide by law and Board Policy and Administrative Procedure 3410, not to regarding the prohibition of unlawful discrimination in providing employment opportunities to any employee, such as on the basis of age, race, ethnicity, color, gender, gender identity, gender expression, religion, national origin, sexual orientation, marital status, medical condition, pregnancy (including childbirth, breastfeeding, or related medical conditions), physical and mental disability, military or veteran status, or genetic information, or because they are perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these perceived characteristics. Additionally, the District and the Federation agrees that no employee shall be subject to sexual harassment, sexual violence, sexual assault, or any form of sexual intimidation or exploitation. The District shall also be free of other unlawful discrimination and harassment against persons having been the subject of domestic violence, sexual assault, or stalking. The District and the Federation also agrees that no employee should be subjected to retaliation. The District shall provide training to supervisors and employees that enhance their awareness of the types of actions that may be indicative of retaliation as defined by law.

Further, the District and the Federation agree to abide by law and Board policies and procedures which prohibit unlawful discrimination against any employee on the basis of political activities or affiliations, or membership or non-membership in the Federation. If an employee believes that they have been subjected to unlawful discrimination, harassment, or retaliation, the employee should report their concerns to Human Resources and are also encouraged to contact the Federation for support. Discrimination, harassment, and retaliation complaints shall be handled in accordance with Board Policy and Administrative Procedure 3435.

26.2 Equal Employment Opportunity. The District and the Federation agree to comply with federal and state law, and Board Policy and Administrative Procedure 3420, in order to provide equal opportunities for all qualified employees and applicants for employment. Equal employment opportunity complaints shall be handled in accordance with Board Policy and Administrative Procedure 3435.

26.5 Accommodations. The District and the Federation agree to comply with the Americans with Disabilities Act, California's Fair Employment and Housing Act, and Board Policy and Administrative Procedure 3410. The District will engage in a timely, good faith interactive process with employees who are requesting or are in need of reasonable accommodations and will determine what, if any, reasonable accommodations may be provided to support the employee in fulfilling all of the essential functions of their job.

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

26.7 Legal Determinations and Grievance Rights. The District and the Federation recognize that avenues outside this Agreement exist for the legal determination of issues which deal with discrimination, harassment, and retaliation. Therefore, this Article 26 is not subject to the grievance procedure set forth in Article 6 of this Agreement.

ARTICLE 27. TELECOMMUTING

27.1 Employees may be eligible for participation in the District's Telecommuting Program as set forth in Board Policy and Administrative Procedure 7909. Participation in the Telecommuting Program is at the sole discretion of the District.

27.2 The District and the Federation agree to meet and confer regarding the application of Board Policy and Administrative Procedure 7909 should the Federation believe that an irregularity or inconsistency has taken place. This Article 27 shall not be subject to the grievance procedures of this Agreement.

ARTICLE 28. AGREEMENT CONDITIONS, DURATION, AND RE-OPENERS

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

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

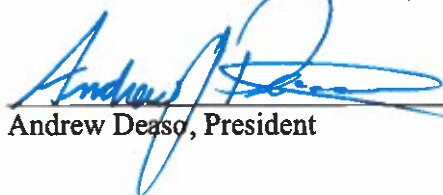
28.3.a. Duration. This Agreement shall become effective upon the execution by both parties, except as otherwise specified and shall continue up to and including June 30, 2027, the date of its expiration.

28.3.b. 2025-2026 Re-openers. The parties agree that for 2025-2026, either party may reopen any two Articles of their choice, plus any other mutually agreed upon Articles.

28.3.c. 2026-2027 Re-openers. The parties agree that for 2026-2027, either party may reopen any two Articles of their choice, plus any other mutually agreed upon Articles.

IN WITNESS WHEREOF the parties execute this Agreement this 6th day of August 2025.

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



Andrew Deaso, President

COAST COMMUNITY COLLEGE DISTRICT



Dr. Elizabeth Dorn Parker
President, Board of Trustees



Dr. Diane M. Fiero
Vice Chancellor, Human Resources

APPENDIX A
EMPLOYEE GRIEVANCE FORM
LEVEL I



Grievant:		Filing Date:	
EXT:	EMAIL:	LOCATION: [] CCC [] CCCD [] GWC [] OCC	
IMMEDIATE SUPERVISOR:		DEPARTMENT:	
<p>REPRESENTATION:</p> <p>[] Grievant is representing himself/herself at this step.</p> <p>[] Federation is representing the Grievant at this step. Grievance Officer:</p> <p>[] Federation is filing this grievance on behalf of a group. Grievance Officer:</p>			
<p>IN A CLEAR CONCISE STATEMENT, DESCRIBE THE CIRCUMSTANCES GIVING RISE TO THE GRIEVANCE (YOU MAY ATTACH ONE ADDITIONAL PAGE IF NEEDED):</p>			
<p>SPECIFIC ALLEGED ACTION(S) OR OMISSION(S) BY THE SUPERVISOR AND/OR DISTRICT THAT VIOLATED THE CONTRACT:</p>			
<p>Article: _____ Section: _____</p> <p>Article: _____ Section: _____</p>		<p>Article: _____ Section: _____</p> <p>Article: _____ Section: _____</p>	
<p>LIST DOCUMENTS ATTACHED AND/OR WITNESSES RELEVANT TO THIS GRIEVANCE:</p>			

NOTE: The grievant or Federation representative is responsible for having the grievance delivered to the proper person or office within contractual time limits. All decisions must be in writing on the approved Grievance Form with copies forwarded to the Grievant and the designated Federation representative.

REMEDY SOUGHT BY GRIEVANT:

DATE OF INFORMAL CONFERENCE: _____

DESCRIBE OUTCOME OF INFORMAL CONFERENCE W/IMMEDIATE SUPERVISOR:

SIGNATURE OF GRIEVANT

DATE SIGNED

SIGNATURE OF FEDERATION GRIEVANCE OFFICER

DATE SIGNED

LEVEL I - RESPONSE TO BE COMPLETED BY IMMEDIATE SUPERVISOR

CONCISE RESPONSE BY IMMEDIATE SUPERVISOR (ATTACH ONE ADDITIONAL PAGE IF NECESSARY):

LIST DOCUMENTS ATTACHED TO SUPPORT SUPERVISOR'S RESPONSE/DECISION:

SIGNATURE OF IMMEDIATE SUPERVISOR

DATE SIGNED

DATE FORM RETURNED TO
GRIEVANT

LEVEL I RESPONSE BY GRIEVANT

☐ I CONCLUDE MY GRIEVANCE ☐ I APPEAL THIS ACTION/REQUEST THE NEXT STEP ☐ I REQUEST MEDIATION*

SIGNATURE OF GRIEVANT

DATE SIGNED

* MEDIATION IS A ONE-TIME OPTION FOR RESOLUTION WHICH MAY BE EXERCISED AT ANY STEP IN THE GRIEVANCE PROCESS PER ARTICLE 6 OF THE FEDERATION CONTRACT. A FORMAL REQUEST FORM MUST BE COMPLETED TO BEGIN THIS PROCESS.

APPENDIX A
GRIEVANCE RESPONSE FORM
LEVEL II



Grievant:		Filing Date:	
EXT:	EMAIL:	LOCATION: [] CCC [] CCCD [] GWC [] OCC	
IMMEDIATE SUPERVISOR:		DEPARTMENT:	
LEVEL II - RESPONSE BY DISTRICT/CAMPUS GRIEVANCE OFFICER			
DATE RECEIVED	DATE OF MEETING	CAMPUS/DISTRICT GRIEVANCE OFFICER	EXT
CONCISE RESPONSE BY CAMPUS/DISTRICT GRIEVANCE OFFICER (ATTACH ONE ADDITIONAL PAGE IF NECESSARY):			
SIGNATURE OF CAMPUS/DISTRICT GRIEVANCE OFFICER		DATE SIGNED	DATE FORM RETURNED TO GRIEVANT
LEVEL II RESPONSE BY GRIEVANT			
[] I CONCLUDE MY GRIEVANCE [] I APPEAL THIS ACTION/REQUEST THE NEXT STEP [] I REQUEST MEDIATION*			
SIGNATURE OF GRIEVANT			DATE SIGNED

All decisions must be in writing on the Grievance Form with copies forwarded to the Grievant and the Federation Grievance Officer.

* MEDIATION IS A ONE-TIME OPTION FOR RESOLUTION WHICH MAY BE EXERCISED AT ANY STEP IN THE GRIEVANCE PROCESS PER ARTICLE 6 OF THE FEDERATION CONTRACT. A FORMAL REQUEST FORM MUST BE COMPLETED TO BEGIN THIS PROCESS.

GRIEVANCE RESPONSE FORM

LEVEL III



Grievant:		Filing Date:	
EXT:	EMAIL:	LOCATION: [] CCC [] CCCD [] GWC [] OCC	
IMMEDIATE SUPERVISOR:		DEPARTMENT:	
LEVEL III - RESPONSE BY VICE CHANCELLOR OR DESIGNEE			
DATE RECEIVED	DATE OF MEETING	VICE CHANCELLOR OF HUMAN RESOURCES/DESIGNEE	EXT
CONCISE RESPONSE BY VICE CHANCELLOR OF HUMAN RESOURCES/DESIGNEE (ATTACH ONE ADDITIONAL PAGE IF NECESSARY):			
SIGNATURE OF VICE CHANCELLOR OF HUMAN RESOURCES/DESIGNEE		DATE SIGNED	DATE FORM RETURNED TO GRIEVANT
LEVEL III RESPONSE BY GRIEVANT			
<input type="checkbox"/> I CONCLUDE MY GRIEVANCE <input type="checkbox"/> I APPEAL THIS DECISION AND REQUEST MEDIATION <input type="checkbox"/> I APPEAL THIS DECISION AND REQUEST ARBITRATION*			
SIGNATURE OF GRIEVANT		DATE SIGNED	
SIGNATURE OF FEDERATION PRESIDENT		DATE SIGNED	

All decisions must be in writing on the Grievance Form with copies forwarded to the Grievant and the Federation Grievance Officer.

* REQUESTS FOR ARBITRATION CANNOT MOVE FORWARD WITHOUT THE APPROVAL OF THE FEDERATION.

GUIDELINES FOR FLEXIBLE SCHEDULING (Flex-time)

COAST COMMUNITY COLLEGE DISTRICT Costa Mesa, CA

I. GENERAL INFORMATION

A. Flex-time Concept

The Flexible Schedule allows for more flexibility in work hours while retaining the constraints necessary due to law, organization policy, CFCE contract and, above all, the operational requirements of the job. Employees are subject to basic requirements set forth in the policy and operating guidelines and are responsible to organize and manage their time to meet those requirements.

Flex-time is a concept which allows redistribution of employees' work hours within limits set by District policy and the requirements of maintaining necessary levels of service³. It does not change the total number of hours worked, but does allow each individual greater participation in selection of the hours to be worked.

In Flex-time, fixed times of arrival and departure are replaced by two different types of time: core time and flexible time.

1. Core time is the time employees are expected to be on the job and available for committee meetings, etc. unless other arrangements have been made.
2. Flexible time is the time when employees may or may not be present, dependent on meeting specific job requirements and working the required number of hours.

Management defines:

1. The guidelines for time use in accordance with contractual and organizational policy.
2. The policy for establishing operational requirements.
3. The requirements for time management and administration.
4. The conditions under which exceptions are approved.

Flex-time, therefore, is a policy which extends the privilege of time control to each employee provided the employee carries out the responsibility for time organization, time planning and accountability or, Privilege for Performance.

II. DISTRICT-LEVEL GUIDELINES

Standard Work Day

8:00AM-----5:00PM					
7:00AM	8:30	11:30	1:30	4:00	6:00PM
Bandwidth					
Flex Time	Core Time	Flexible lunch break (Min: 30 min.)		Core Time	Flex Time

There may be exceptions to the above for individual employees and specific offices based on department hours and needs, including the year round 4-10 plan.*

Guidelines for the Flex-time program are detailed in the following sections. These guidelines were established to provide the maximum flexibility compatible with the policies of the Coast Community College District.

- Bandwidth**
The time during which employees may be on the job. There may be exceptions to times of Bandwidth base on department hours and needs.

7:00 to 6:00 pm
- Standard Service Day**
The time during which normal service and functional operations must be available. There may be exceptions based on department hours and needs.

8:00 to 5:00 pm
- Core Time**
The time when all employees would be on the job, unless prior arrangements are made.

**8:30-11:30 am
1:30 – 4:00 pm**
- Flexible Time**
Designated time when employees may or may not be present, provided job and total time requirements are met.

**7:00 – 8:30 am
11:30-1:30 pm**
- Lunch Break**
The time an employee may be off the job during the mid-day flex period

**Minimum: ½ hour
Maximum: 2 hours**
- Maximum Weekly Hours**
The number of hours that may be worked by classified employees without requiring supervisor approval and overtime pay.

40 hrs./week

7. Maximum Daily Hours
The number of hours that may be worked by classified employees during any one day without requiring supervisor approval and overtime pay. **8 hrs./day**
8. Scheduling – Employees’ work schedules will be mutually agreed upon to the fullest extent possible. Final determination will be made by the supervisor. Changes in work schedule will be made only when approved in advance by the supervisor.

*Under this plan it is permissible for an employee to request 4-10 year round. A department may use 4-10 year round for one or more individuals with the consent of the employees. Each instance will be determined on its own merit. Recommendation will be made by the supervisor, but final approval will require District concurrence.

III. TIME MANAGEMENT AND ADMINISTRATION GUIDELINES

A Flex-time program involves employees as well as supervisors in the dynamic process of time planning and organization.

It is the responsibility of each participant to organize work time to meet the policy and operational guidelines for time distribution and be accountable for the required work hours.

It is the responsibility of each supervisor to assure that policy and operating guidelines are understood and are being met within the work unit.

IV. OPERATING GUIDELINES

The setting of operating requirements for each work unit involves employees as well as supervisors in decisions about effective time use.

1. Supervisors must identify critical functions and tasks, and associated coverage requirements or schedules for completion.
2. Normal Service Coverage – the designated level for manning functions which must be maintained to assure normal service during the standard service day.
3. Supervisors, in cooperation with employees in their work unit, define operating requirements to assure achievement of the unit’s functional objectives.
4. Employees must assume responsibility for the required coverage; must plan and organize their time to meet the requirements of the guidelines.
5. Prime Responsibility – The assumption of responsibility for coverage by an individual employee as part of the shared total responsibility of the work unit.

COAST COMMUNITY COLLEGE DISTRICT CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION PROCEDURES

Note to Supervisor:

As you evaluate the employee's performance in their present assignment, base your review on the entire evaluation period and the job description for the employee's classification. Mark the most appropriate box. If the employee's performance is "Does Not Meet Standards" a Performance Improvement Plan (PIP) must be completed and attached with submission to Human Resources.

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

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

A. Self-Evaluation: **1.** At least five (5) working days prior to the scheduled evaluation conference, the employee may submit the self-evaluation on the Evaluation Report Form. **2.** If the employee elects not to complete the self-evaluation, the employee shall inform the immediate supervisor on or before the deadline date, which is five (5) working days prior to the scheduled conference. **3.** The employee will have the option of attaching their self-evaluation to the manager's evaluation being placed in the employee's official personnel file.

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

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

D. Completion of the Evaluation: Following the conference, the immediate supervisor shall give the completed evaluation to the employee to sign and date, indicating receipt of the evaluation. The employee shall be given a copy. The employee's signature on the evaluation report shall not be construed to indicate agreement with its contents.

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

**COAST COMMUNITY COLLEGE DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Employee Name:		Evaluation Period:	
Last	First	From	To
Employee ID:		Location:	
Position Title:		Supervisor:	
Evaluation Type 3 month _____ 5 month _____ Annual _____ Interim _____			
Performance Criteria	Meets Standards	Does Not Meet Standards	
Technical/Professional Knowledge Demonstrates appropriate application of knowledge in position-related areas	<input type="checkbox"/>	<input type="checkbox"/>	
Communication Demonstrates effective communication both orally and in writing	<input type="checkbox"/>	<input type="checkbox"/>	
Work Product (Quality and Quantity) Completes an acceptable volume of thorough and accurate work	<input type="checkbox"/>	<input type="checkbox"/>	
Organization of Work and Time Management Demonstrates efficiency in prioritizing; meeting deadlines; use of resources and time to complete work product	<input type="checkbox"/>	<input type="checkbox"/>	
Dependability Demonstrates consistent quality work product; reliability; follows through on assigned tasks	<input type="checkbox"/>	<input type="checkbox"/>	
Attendance Demonstrates regular and consistent attendance	<input type="checkbox"/>	<input type="checkbox"/>	
Punctuality Arrives on time and returns from breaks/lunches within the established work schedule	<input type="checkbox"/>	<input type="checkbox"/>	
Equity and Inclusiveness Respects and promotes an environment of inclusiveness	<input type="checkbox"/>	<input type="checkbox"/>	

Performance Criteria	Meets Standards	Does Not Meet Standards
Professionalism, Collaboration, and Teamwork Develops positive working relationships; objectively considers others' ideas; provides quality customer service; accepts constructive feedback; adaptability	<input type="checkbox"/>	<input type="checkbox"/>
Initiative Sees when something needs to be done and does it; offers suggestions to improve work process and the environment; contributes to the overall goals of the department/division; demonstrates commitment to self-improvement	<input type="checkbox"/>	<input type="checkbox"/>
Narrative Section This section should include but not be limited to: areas of commendation; areas in need of development; contributions to the department and organization.		
Goal Section This section should include but not be limited to: list of specific activities the employee may participate in within the next twelve months as part of their professional development both in their position and as part of the College/District community. Use SMART goals and include how the supervisor will support the employee to meet these goals.		
Review goals from prior evaluation cycles, if applicable:		

Professional Development Section

List professional development activities completed; recommendations for future development; examples of development opportunities include but are not limited to: Job Training (Article 18); conferences, Lynda.com, workshops, staff development, webinars, continuing education, professional certification, and participation on campus/district committees.

OVERALL PERFORMANCE RATING

The overall performance rating should be made with the following considerations:

- Majority rating for all individual criteria
- Severity of underperforming areas
- Overall impact of performance within the department and organization

Meets Standards:

☐

Does Not Meet Standards:

☐

**Performance Improvement Plan (PIP)
Required?**

Yes

☐

(Please Attach)

No

☐

Self-Evaluation Attached?

Yes

☐

No

☐

Employee Signature:

Supervisor Signature:

Date:

Date:

Your signature indicates neither agreement nor disagreement with the content of the evaluation; however, it does indicate that you have read the evaluation, and that the evaluation has been discussed between you and your supervisor. I understand that I have thirty (30) working days, after signing this evaluation, to submit a written response. I further understand that I have ten (10) working days request a review if I believe that the evaluation contains or is based on false information.

PERFORMANCE IMPROVEMENT PLAN (PIP) CLASSIFIED EMPLOYEES

Employee Name:		Evaluation Period:		
Last	First	From	To	
Employee ID:		Location:		
Position Title:		Supervisor:		
Evaluation Type	3 month_____	5 month_____	Annual_____	Interim_____
<p>The purpose of this form is to create an action plan for improving any areas marked “Does Not Meet Standards” on the Classified Employee Performance Evaluation form.</p> <p>The PIP defines areas in your work performance which need improvement, identifies requirements, and provides an opportunity to demonstrate improvement. <i>Please attach this plan to the evaluation form.</i></p>				
STEP ONE: Areas for Improvement				
STEP TWO: Expectations to Meet Standards (specify how improvement can be made)				
STEP THREE: Assistance/Resources/Trainings (what is available to help employee meet the goals/expectations)				
STEP FOUR: Required Outcomes: (what must be accomplished to demonstrate progress using clear and specific language or examples)				

Required 30 working day conference date: _____

I have discussed this Performance Improvement Plan with the employee.

Supervisor:

Date:

This PIP has been discussed with me by my Immediate Supervisor and I understand that this PIP will be attached to my Performance Evaluation.

Employee:

Date:

Date that the PIP progress meeting was held: _____

☐

Satisfactory Completion of PIP

☐

Unsatisfactory Completion of PIP

(2nd) PIP Progress Date:

☐

60 working days

☐

90 working days

Date that the PIP progress meeting was held:

(not to exceed 90 additional working days)

Acknowledgement: The employee and supervisor have discussed the completion/continuation of this PIP and the employee has received a true and correct copy of this completed document.

Supervisor:

Employee:

**SELF-EVALUATION
COAST COMMUNITY COLLEGE DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Employee Name:	Evaluation Period From: _____ To: _____
Employee ID:	Location:
Position Title:	Supervisor:
Evaluation Type: 3 month _____ 5 month _____ Annual _____ Interim _____	

The Self-Evaluation is an opportunity for you to reflect on your performance, accomplishments, and goals from the above referenced evaluation period. The Self-Evaluation is optional; however, should you elect to complete this form, your manager will review and take it into account while preparing your evaluation.

Technical/Professional Knowledge

Describe how you have demonstrated your technical and professional knowledge in your position.

Professionalism, Collaboration, and Teamwork

Describe how you have developed positive working relationships; objectively considered others' ideas; provided quality customer service; accepted constructive feedback; and have shown adaptability in your position.

Equity and Inclusiveness

Describe how you have demonstrated a respect for and promotion of an inclusive work environment.

Initiative

Describe how you have demonstrated initiative in your work assignment by seeing when something needs to be done and doing it; offering suggestions to improve work processes and the environment; contributing to the overall goals of the department/division; and demonstrating commitment to self-improvement.

Open Narrative

This section should include any additional information related to your performance, professional development, and goals that you want your manager to consider while preparing your evaluation.

Employee Signature:**Date:**

**Coast Community College District Classified Employee
Catastrophic Leave Donation Form**

I, _____ voluntarily donate _____ hours
(Print Name)

from my accumulated vacation balance to the Coast Community College District
Classified Employees Catastrophic Leave Bank.

**Donation is completely voluntary. Classified employees are cautioned to consider
their own present and future needs when determining how many hours to *donate*.**

I understand that once leave is donated, it becomes the property of the bank until the
Catastrophic Leave task force authorizes its allocation to an applicant.

Signature _____ Date _____

SUBMIT TO: OFFICE OF HUMAN RESOURCES
Attention: Benefits Manager

Coast Community College District Catastrophic Leave Application Form

I, _____ request the award of hours from the Catastrophic
(Print Name)

Leave Bank. *Check One:*

_____ I am critically ill.

_____ A member of my immediate family _____ is critically ill.
(relationship)

I have attached a physician's statement confirming that a critical, life threatening illness exists and estimating the duration of the incapacitating illness.

I have exhausted all of my full pay vacation leave and applicable sick leave and will not be receiving any other paid benefits such as disability pay (Short-term disability, Long-term disability, Workers' Compensation) during the period I have requested leave hours from the Catastrophic Leave Bank.

Signature of Employee or Agent

Date

A new request must be submitted for hours in excess of 160 hours.

SUBMIT TO: OFFICE OF HUMAN RESOURCES
Attention: Benefits Manager

Range	Step									Range
	1	2	3	4	5	6	7	8	9	
105	\$ 39,923.00	\$ 41,918.46	\$ 44,015.08	\$ 46,215.39	\$ 48,525.71	\$ 49,981.21	\$ 51,480.96	\$ 52,768.27	\$ 53,822.90	105
106	\$ 41,711.07	\$ 43,797.57	\$ 45,986.50	\$ 48,286.71	\$ 50,702.00	\$ 52,221.98	\$ 53,788.76	\$ 55,132.97	\$ 56,235.65	106
107	\$ 43,615.48	\$ 45,796.82	\$ 48,086.92	\$ 50,490.82	\$ 53,014.85	\$ 54,605.65	\$ 56,244.51	\$ 57,649.42	\$ 58,802.68	107
108	\$ 45,595.76	\$ 47,875.74	\$ 50,269.52	\$ 52,783.44	\$ 55,421.29	\$ 57,084.17	\$ 58,797.63	\$ 60,267.03	\$ 61,472.14	108
109	\$ 47,691.11	\$ 50,074.78	\$ 52,578.59	\$ 55,207.58	\$ 57,966.82	\$ 59,706.84	\$ 61,497.43	\$ 63,035.12	\$ 64,295.88	109
110	\$ 49,899.01	\$ 52,393.96	\$ 55,014.10	\$ 57,764.49	\$ 60,651.45	\$ 62,472.40	\$ 64,346.46	\$ 65,953.70	\$ 67,273.88	110
111	\$ 52,221.98	\$ 54,833.27	\$ 57,573.55	\$ 60,452.92	\$ 63,475.18	\$ 65,379.59	\$ 67,342.17	\$ 69,024.02	\$ 70,404.90	111
112	\$ 54,696.70	\$ 57,430.65	\$ 60,302.44	\$ 63,318.38	\$ 66,483.54	\$ 68,479.00	\$ 70,532.62	\$ 72,296.66	\$ 73,742.04	112
113	\$ 57,285.23	\$ 60,149.43	\$ 63,157.78	\$ 66,315.36	\$ 69,631.00	\$ 71,720.03	\$ 73,871.02	\$ 75,717.26	\$ 77,232.19	113
114	\$ 60,028.03	\$ 63,030.06	\$ 66,180.05	\$ 69,489.37	\$ 72,964.34	\$ 75,152.01	\$ 77,406.70	\$ 79,342.72	\$ 80,929.72	114
115	\$ 62,921.31	\$ 66,066.24	\$ 69,370.50	\$ 72,839.15	\$ 76,481.05	\$ 78,776.20	\$ 81,139.64	\$ 83,166.71	\$ 84,830.85	115
116	\$ 65,967.61	\$ 69,265.54	\$ 72,729.14	\$ 76,365.97	\$ 80,183.64	\$ 82,590.07	\$ 85,067.32	\$ 87,193.02	\$ 88,936.83	116
117	\$ 69,203.58	\$ 72,664.64	\$ 76,297.69	\$ 80,112.82	\$ 84,117.64	\$ 86,640.41	\$ 89,240.32	\$ 91,470.98	\$ 93,300.78	117
118	\$ 72,592.57	\$ 76,223.08	\$ 80,034.42	\$ 84,035.45	\$ 88,237.54	\$ 90,885.50	\$ 93,611.86	\$ 95,951.27	\$ 97,869.59	118
119	\$ 76,172.50	\$ 79,981.31	\$ 83,979.81	\$ 88,179.37	\$ 92,588.84	\$ 95,365.79	\$ 98,226.19	\$100,681.94	\$102,696.36	119
120	\$ 79,942.11	\$ 83,939.34	\$ 88,136.37	\$ 92,542.05	\$ 97,169.03	\$100,085.07	\$103,088.37	\$105,665.52	\$107,777.31	120
121	\$ 83,940.61	\$ 88,137.64	\$ 92,543.32	\$ 97,170.29	\$102,029.95	\$105,090.15	\$108,243.93	\$110,948.80	\$113,168.07	121
122	\$ 88,167.99	\$ 92,574.93	\$ 97,203.17	\$ 102,064.09	\$107,166.54	\$110,382.28	\$113,694.13	\$116,535.56	\$ 118,866.12	122
123	\$ 92,622.99	\$ 97,253.75	\$ 102,115.94	\$ 107,222.18	\$112,582.59	\$115,960.19	\$119,438.96	\$122,424.56	\$124,872.72	123
124	\$ 97,305.60	\$ 102,171.58	\$ 107,279.08	\$ 112,643.29	\$118,275.58	\$121,823.90	\$125,478.44	\$128,615.78	\$131,187.86	124
125	\$ 102,255.04	\$ 107,368.86	\$ 112,736.86	\$ 118,372.95	\$124,292.29	\$128,021.44	\$131,861.87	\$135,158.54	\$137,860.88	125
126	\$ 107,472.56	\$ 112,845.62	\$ 118,488.02	\$ 124,412.42	\$130,632.73	\$134,552.82	\$138,589.26	\$142,052.85	\$144,894.29	126

Effective 7/1/2025 – 0% COLA Increase

Longevity			
Part I	\$ 1,300	per year	Service Years 13 -14
Part II	\$ 2,000	per year	Service Years 15 - 19
Part III	\$ 2,700	per year	Service Years 20 -24
Part IV	\$ 3,500	per year	Service Years 25+

The longevity increment is non-cumulative and does not increase with COLA



Job Classifications

For the most recent list of Job Classifications, please visit the following link:

<https://www.cccd.edu/employment/Pages/salaryschedules.aspx>

A. Mediation. With the mutual agreement of the Federation and the District, mediation shall be available as an alternative for the resolution of a grievance or dispute. The request for mediation shall be submitted by either party to the other within ten (10) days after the response at any level in the process.

1. A decision to accept or deny the request for mediation shall be made within 5 days and communicated to the other party.
2. When mediation is selected in lieu of immediately proceeding to the next level, the timelines associated with the grievance procedure shall be held in abeyance until the mediation process is complete.
3. When agreement is reached to proceed with mediation, the Vice Chancellor of Human Resources shall promptly contact the Mediation and Conciliation Service to request a mediator. A trained mediator not affiliated with the State Mediation and Conciliation Service may be assigned if mutually agreed upon.
4. The objective of the mediation shall be to resolve disputes effectively and mutually. Once the mediator contacts the District and the Federation, both parties shall agree on the earliest possible date for the mediation meeting which shall not exceed forty-five (45) working days from the date that the request for mediation was agreed upon by the District and the Federation (unless the mediator is unavailable or the parties mutually agree to extend the timeline).
5. The recommendations of the mediator shall be advisory and shall be implemented only with the mutual agreement of the District and the Federation.
6. The mediation process shall be strictly confidential. No statements or reports made by either party during the mediation, nor recommendations issued by the mediator, may be entered as evidence during any subsequent arbitration or be used by any party to the mediation.
7. Mediation reports and recommendations issued by the mediator shall be confidential and shall become the property of the Federation and the District. When formal agreements are reached between the parties, confidentiality may or may not apply based on the nature of the agreement.
8. If the Mediation process is not successful at resolving the grievance, the grievant and the Federation may decide to proceed to the next level of the process within ten (10) days.
 - a. Solutions brokered during mediation shall remain confidential and if refused, will be removed from consideration unless there is mutual agreement at a subsequent level of the process to reconsider and implement what had been proposed.

MEDIATION REQUEST FORM

Submit the completed form directly to the Vice Chancellor of Human Resources



Grievant:		Mediation Request Date:	
EXT:	EMAIL:	LOCATION: [] CCC [] CCCD [] GWC [] OCC	
IMMEDIATE SUPERVISOR:		DEPARTMENT:	
MEDIATION REQUESTED BY: [] GRIEVANT [] FEDERATION [] DISTRICT/CAMPUS			
ALLEGED VIOLATION(S) OF AGREEMENT: <div style="display: flex; justify-content: space-between;"> <div>Article: _____</div> <div>Section: _____</div> <div>Article: _____</div> <div>Section: _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Article: _____</div> <div>Section: _____</div> <div>Article: _____</div> <div>Section: _____</div> </div>			
REASON(S) FOR REQUESTING MEDIATION:			
RESPONSE TO MEDIATION REQUEST: [] AGREE [] DISAGREE REASON FOR DENIAL:			
SIGNATURE OF FEDERATION REPRESENTATIVE		SIGNATURE OF VICE CHANCELLOR/DESIGNEE	
IF MEDIATION APPROVED			
DATE FORM RETURNED TO REQUESTING PARTY	DATE MEDIATION AND CONCILIATION SERVICE CONTACTED	SCHEDULED MEDIATION DATE	

NOTE: This form must be processed within established Federation contractual time limits. Copies of this completed Mediation Form shall be given to the Grievant, Vice Chancellor of Human Resources and the designated Federation Grievance Officer.

Appendix I Arbitration

A. Arbitration Procedures.

The District and Federation shall choose a mutually acceptable arbitrator.

1. Within ten (10) days of the receipt of a written request for binding arbitration, a request will be made by the Vice Chancellor of Human Resources or designee to the California Mediation and Conciliation Service to supply a list of five persons who have experience in public school arbitration.
2. Upon review of the list, if none of the five (5) are determined to be acceptable by either party, another list of five (5) shall be requested from CMCS.
3. The Federation and District shall choose a person from the list by means of alternate elimination ("scratch off") until only one remains. That person shall serve as the arbitrator. The Vice Chancellor of Human Resources shall contact the arbitrator and shall inform the parties to the grievance of the available dates for the arbitration hearing.

B. Fees and Expenses. The parties shall bear their own costs and expenses, except for the following:

1. The cost of the arbitrator and the court reporter shall be shared by both parties.
2. The cost of obtaining a transcript shall be shared equally by both parties if a transcript is requested by the arbitrator. Otherwise, the cost shall be paid by the party or parties requesting the transcript.
3. All other costs shall be borne by the party incurring them.

C. Arbitration hearing.

1. The arbitration hearing shall be private with attendance limited to the parties to the grievance and their representatives and any witnesses (present only while testifying).
2. If any question arises as to the arbitrability of the grievance, such questions shall be addressed prior to the consideration of the merits of the grievance.
3. The arbitrator's decision shall be final and binding upon the parties, in writing, and shall set forth findings of fact, reasoning, conclusions and remedy. The arbitrator's decision shall be based solely and exclusively on the evidence and arguments presented by the parties to the grievance.

D. Determination of Arbitrator. The arbitrator shall be limited to deciding the issues submitted by the parties, and the arbitrator shall have the power or authority to award financial compensation in accordance with the provisions of this Agreement. The arbitrator shall have no power to recommend the alteration, amendment, change, addition or subtraction of, any of the terms of this Agreement, but shall determine only whether or not there has been a violation of

this Agreement. The decision of the arbitrator shall conform to the terms of this Agreement and the laws of the State of California.

E. Timely Manner. The arbitrator shall, as soon as possible, hear evidence and render a written decision on the issue or issues submitted to arbitration.

F. Expedited Arbitration. By mutual agreement of the District and the Federation, arbitration may be held under the Expedited Rules of the American Arbitration Association.

ARBITRATION REQUEST FORM

Submit the completed form directly to the Vice Chancellor of Human Resources



Grievant:		Arbitration Request Date:	
EXT:	EMAIL:	LOCATION: [] CCC [] CCCD [] GWC [] OCC	
IMMEDIATE SUPERVISOR:		DEPARTMENT:	
ALLEGED VIOLATION(S) OF AGREEMENT: <div style="display: flex; justify-content: space-between;"> <div>Article: _____</div> <div>Section: _____</div> <div>Article: _____</div> <div>Section: _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Article: _____</div> <div>Section: _____</div> <div>Article: _____</div> <div>Section: _____</div> </div>			
SIGNATURE OF GRIEVANT		DATE	
SIGNATURE OF FEDERATION PRESIDENT		DATE	
NOTE: The Federation is responsible for having this request delivered to the proper person or office within contractual time limits.			
TO BE COMPLETED BY VICE CHANCELLOR OF HUMAN RESOURCES			
DATE REQUEST RECEIVED	DATE ARBITRATOR SELECTED	ARBITRATOR	SCHEDULED HEARING DATE
SUMMARY OF ARBITRATOR'S DECISION			
DATE DECISION RECEIVED BY BOARD OF TRUSTEES	DATE DECISION RENDERED BY BOARD OF TRUSTEES		DATE GRIEVANT/FEDERATION NOTIFIED OF BOARD'S DECISION
SUMMARY OF BOARD'S DECISION			

NOTE: This form must be processed within established Federation contractual time limits. Copies of this completed Arbitration Form shall be given to the Grievant, Vice Chancellor of Human Resources and the designated Federation Grievance Officer.

APPENDIX J

A. Causes for Discipline.

1. Dishonesty; examples include the following:
 - a. Falsification of facts or altering of any campus records in connection with work
 - b. Altering or falsification of any student records either for one's self or other students
 - c. Unauthorized release or divulgence of confidential information from District and/or college records
2. Dereliction of duty, examples include the following:
 - a. Repeated violation of or refusal to obey applicable policies, rules, and regulations
 - b. Insubordination – refusal of any lawful or reasonable request or order given by a supervisor
 - c. Abandonment of position – an unauthorized absence of five (5) or more consecutive days
3. Unlawful or immoral conduct, examples include the following:
 - a. Sexual harassment, as defined by law, and/or unlawful discrimination against a student or fellow employee
 - b. Attempted or actual theft of college or District property or personal property.
 - c. Offering or accepting compensation for preferential treatment to provide services already within the scope of the individual's employment
 - d. Conducting of personal business for personal gain while on duty
 - e. Selling, use, possession, or being under the influence of alcohol or illegal drugs as defined by law while on duty
 - f. Possession of unauthorized, dangerous and/or deadly weapons on District property
 - g. Conviction of a felony or any crime involving moral turpitude (vile or depraved act)
4. A physical or mental condition that renders an employee unfit for duty or endangers the safety or welfare of other individuals
5. Incompetence or inefficiency, demonstrating the following:
 - a. The inability to comply with the minimum standard for an employee's position for a significant period of time
 - b. Failure to adequately perform duties required in a position
6. Misuse or abuse of employee privileges including leave allowances, and repeated unauthorized absences
7. Failure to maintain licenses or certificates required by law, District requirements, or job specification
8. Engaging in political activity not authorized by law during working hours
9. Advocacy of overthrow of federal, state, or local government by force, violence, or unlawful means.

Request for Out-of-Classification or Project Specific Assignment

Employee Name	
Employee ID#	
Employee Position#	

Campus/Division/Department	
Current Classification-Job Title	
Range/Step	

DEFINITIONS:

1. **Out-of-Classification (OOC)**

An out-of-class assignment is when a classified employee has assumed the full range of duties in a higher classification, the employee shall be placed on the higher classification salary range at a step assuring an increase that most closely equals 7.5% above his/her current base salary. CFCE Article 19.9D

2. **Project-Specific Assignment**

A project-specific assignment is an assignment specific to one project and shall not be considered an out-of-class assignment. An upward adjustment in pay may be warranted if the project requires higher level duties not included in the employees underlying classification and will be granted for the specific period of the temporary project specific assignment. Project-Specific assignments shall be at a rate of 7.5% of the employee's monthly salary. Employees serving in a project-specific assignments shall be provided and required to sign a form that describes the nature and anticipated duration of the assignment prior to its commencement. CFCE Article 19.9C

Please check the criteria that apply to this request:

☐ Out-of-Classification assignment (OOC)

☐ New assignment

☐ 3-month extension

☐ 6-month extension

☐ 9-month extension

☐ Extension (beyond one year)
(see 19.9.D.1 and D.2.)

☐ Met Performance Standards

☐ Met Performance Standards

☐ Met Performance Standards

☐ Met Performance Standards

☐ Project-Specific Assignment

Start Date		Title of higher classification (out-of-class duties) to be assumed (<i>please attach job description</i>):
End Date		
Basis for request or nature of Out-of-Class Assignment or Project-Specific Assignment:		

REQUIRED SIGNATURES

Employee Signature	Telephone Extension	Date
Supervisor Signature	Telephone Extension	Date
Campus/District Administrative Signature	Telephone Extension	Date
Vice Chancellor of Human Resources	Telephone Extension	Date

RECLASSIFICATION APPLICATION
2020-2021

Last Name: _____ First: _____ M.I. _____

Employee ID (E#): _____ College/Site: _____ Dept: _____ Ext: _____

Employee Email address: _____

Current Job Title: _____ Salary Range/Step: _____

Requested Job Title: _____

Are you currently in an out-of-class assignment? _____

Days Worked: (Circle all that apply) M T W TH F S SU Hours of Work: Start: __ End: ____

Are you full-time or part-time: _____ Circle the number of months worked: 10 11 12

Immediate Supervisor's Name: _____ Ext: _____

Immediate Supervisor's Title: _____

Administrator's Name: _____ Ext: _____

Administrator's Title: _____

- *REQUIRED ATTACHMENTS:**
1. **Reclassification Application – signed by Supervisor**
 2. **Job Specifications**
 - ☐ Current Position
 - ☐ Requested Position (if available)
 - Online:
https://navigator.cccd.edu/district/hr/classification_and_compensation_study/Pages/default.aspx
 4. **Official Campus Organizational Chart* for your department.**

Please do not submit work samples or letters of recommendation with this application. These materials cannot be accepted for processing with your Reclassification Application.

APPLICATION INFORMATION

ALL applications must be received electronically at <mailto:shannon@ccd.edu> no later than 5:00PM on Wednesday, September 30, 2020.

If the required attachments are not submitted, your reclassification application will be considered incomplete.
This is the responsibility of the reclassification applicant to ensure all application materials requested are attached and received by the due date.

Employee Signature: _____ Date: _____

***Incomplete applications will NOT be considered.**

Your name:	Your Job Title:	Work Phone Extension:
The name of your department:	Your primary work location and site:	Your supervisor's name and job title:

I. POSITION INFORMATION

Please provide specific information related to how this position has evolved. Include the specific duties believed to be outside the scope of the currently held classification. Include 1-2 sentences explaining the primary objective(s) for the position.

--

II. QUALIFICATIONS

In this section, please summarize the important education, experience (length and type), special training, and special abilities you believe should be required for a new person to be able to perform this job in a satisfactory manner. In other words, if you were hiring someone for this job, what background would you look for?

Has the minimum qualifications necessary to perform this job changed? Yes ☐ No ☐

1. Formal education required for this job:	2. Length of direct experience required:
3. Types of job experience and/or specialized training:	4. Equipment, tools, and aids you must be qualified to use:
5. Special knowledge of specific work processes, systems, or subject matters:	6. Certificates or licenses required:

III. NEW ESSENTIAL RESPONSIBILITIES

List the new major responsibilities that you feel has changed your position. Please list in order of importance, include how the new duties are performed, what results are expected, who is your customer, what technical, logistic, or interpersonal challenges are involved with completing the duty/responsibility, and other teams must you work with. As a general rule, a duty should only be listed if it takes more than 5% of your time. BE SURE TO LIST THE MOST CRITICAL CHANGES FIRST.

1a. Major responsibility or duty.	1b. Steps, tasks, activities or processes used.	1c. Results and customer.
	1d. Technical or logistical challenges to complete this duty.	1e. other work teams involved.

- ☐ The duties that are the subject of my Reclassification request were voluntarily performed by me.
- ☐ The duties that are the subject of my Reclassification request were assigned to me by my manager.

Name of Manager who permanently assigned the duties described herein: _____

Approximate date of assignment of duties described herein: _____

2a. Major responsibility or duty.	2b. Steps, tasks, activities or processes used.	2c. Results and customer.
<div></div>	<div></div>	<div></div>
2d. Technical or logistical challenges to complete this duty.		2e. other work teams involved.
<div></div>		<div></div>

- ☐ The duties that are the subject of my Reclassification request were voluntarily performed by me.
- ☐ The duties that are the subject of my Reclassification request were assigned to me by my manager.

Name of Manager who permanently assigned the duties described herein: _____

Approximate date of assignment of duties described herein: _____

3a. Major responsibility or duty.	3b. Steps, tasks, activities or processes used.	3c. Results and customer.
<div></div>	<div></div>	<div></div>
3d. Technical or logistical challenges to complete this duty.		3e. other work teams involved.
<div></div>		<div></div>

- ☐ The duties that are the subject of my Reclassification request were voluntarily performed by me.
- ☐ The duties that are the subject of my Reclassification request were assigned to me by my manager.

Name of Manager who permanently assigned the duties described herein: _____

Approximate date of assignment of duties described herein: _____

4a. Major responsibility or duty.	4b. Steps, tasks, activities or processes used.	4c. Results and customer.
<div></div>	<div></div>	<div></div>
4d. Technical or logistical challenges to complete this duty.		4e. other work teams involved.
<div></div>		<div></div>

- ☐ The duties that are the subject of my Reclassification request were voluntarily performed by me.
- ☐ The duties that are the subject of my Reclassification request were assigned to me by my manager.

Name of Manager who permanently assigned the duties described herein: _____

Approximate date of assignment of duties described herein: _____

5a. Major responsibility or duty.	5b. Steps, tasks, activities or processes used.	5c. Results and customer.
<div></div>	<div></div>	<div></div>

5d. Technical or logistical challenges to complete this duty.		5e. other work teams involved.

- ☐ The duties that are the subject of my Reclassification request were voluntarily performed by me.
- ☐ The duties that are the subject of my Reclassification request were assigned to me by my manager.

Name of Manager who permanently assigned the duties described herein: _____

Approximate date of assignment of duties described herein: _____

IV. ENVIRONMENTAL FACTORS AND WORKING RELATIONSHIPS

A. This section identifies physical requirements and environmental considerations. Please check the items listed below with % or a ✓ .

1. Regularity of work hours:		Bending-stooping-kneeling-crawling		Guiding power tools	
Regular, per work schedule		Pushing, pulling, guiding materials		Operate equipment controls, levers	
Evening meetings, enter frequency		Stand, walk on unstable surfaces		Operate heavy equipment	
Over 45 hours		Lifting, > 25 pounds, list % of time		5. Environment/health considerations:	
On-call, enter frequency		Lifting, > 50 pounds, list % of time		Work near moving objects	
2. Work on a computer screen:		4. Hand-eye-arm coordination:		Ventilation, airborne fumes	
More than 50% of the time		Keyboarding, speed required		Noise/temperature extremes	
3. Physical movements and effort:		Assemble, connect small objects		Sharp objects	
Mostly sitting, some walking & standing		Reaching, retrieving work materials		Infection or communicable disease	

B. Please estimate the time you spend working and communicating with others to accomplish your work?

Staff members in my department	%	Staff members in other departments	%	Students/faculty	%
Outside agencies for education	%	Community organizations	%	Vendors	%

V. ADDITIONAL INFORMATION

Additional information and comments. Please use this space for information you believe is important to conveying a good basic understanding of the evolution of your role and responsibilities, yet may not have been covered in other sections of the worksheet.

You may want to add information such as timeline for changes and/or additional special skills or training that were needed as the position has evolved/changed.

Employee Signature:	Date:
Supervisor Signature:	Date:

Routing. When you have finished the worksheet, please route in accordance with the provisions of the reclassification application requirements (Reference: Article 12).

POSITION DESCRIPTION QUESTIONNAIRE



Classified Staff Positions

McKnight Associates, Inc.

www.smcknight.com

McKnight Associates, Inc. Copyright 2013, All Rights Reserved



The purpose of this questionnaire is to gather information relative to duties and responsibilities needed to generate a job specification.

Please return to McKnight Associates, Inc. upon completion.

Return to: ePDQCoast@smcknight.com

DUE DATE:



PARTICIPANT DATA

EMPLOYEE INFORMATION

Date Submitted:	
Incumbent's First Name:	
Incumbent's Last Name:	
Current Position Title:	
Recommended Title:	
Employee E ID #:	
Department Name:	
College Campus	
Supervisor Name:	
Supervisor Email:	

DESCRIPTION OF REGULARLY PERFORMED DUTIES

Include the estimated percentage of time devoted to the duties identified.

*** PLEASE ENSURE THE "TOTAL % OF TIME" IS EQUIVALENT TO 100% ***

	TOTAL % OF TIME	
	0%	<i>TOTAL % OF TIME MUST = 100%</i>
	% of Time	Essential Duties and Responsibilities
1		
2		
3		
4		
5		
6		
7		

8		
9		
10		
11		
12		
13		
14		
15		

Click "+" on left
to add more
duties

DESCRIPTION OF POSITION JOB REQUIREMENTS

Please list the specific degrees, field of expertise, training/certification, licensure, knowledge, skill and ability requirements for this position. Also, include any other characteristics that are essential or preferential for performing the job.

Required Degree(s):	
Preferred Degree(s):	
Required Field of Expertise:	
Preferred Field of Expertise:	
Required Training/Cert:	
Preferred Training/Cert:	
Required Licensure(s):	
Preferred Licensure(s):	
Additional Requirements:	

[illegible]

SECTION A – EDUCATION, TRAINING, EXPERIENCE

Please answer to the best of your ability using the choices listed in the drop-down menu following each question. Specifics should be noted in the appropriate section of the "Description" tab.

EDUCATION

Years shown represent completed years of education or training. The 12-year level reflects high school graduation; the 16-year level represents a Bachelor's Degree.

1. What is the minimum number of years of formal education necessary for an individual entering this position?

Please select one:



SPECIALIZED DEGREE

A specific degree is one required in a scientific, nursing or other special discipline to the exclusion of all other degrees. The need for this kind of degree typically applies when the classification is largely defined in terms of the degree required. Examples of specific degree requirements include: law, accounting, library science, psychology, engineering, etc. Specific technical or vocational training beyond the high school level is typically covered by the middle choice and would include such training as computer programming, electronics, drafting, etc.

2. Is a special field of post-high school study required?

Please select one:



WORK EXPERIENCE

Additional work experience is that required beyond formal education and/or training in addition to any experience that is counted in Question 1 as equivalent to formal education and training. Directly applicable experience is defined as that which would be received in a classification or position in the same career path as the one being evaluated. Related experience involves work, which includes some, but not all, of the techniques or functions relevant to the classifications being evaluated. Experience as a Human Resources Interviewer in a small institution would be directly applicable to the classification of Human Resources Interviewer in a larger institution. Work as a Personnel Assistant would be related to but not directly applicable to the classification.

3. In addition to the education indicated above, how many years of work experience are necessary for an individual entering this position?

Please select one:



4. What level of computer skills is required for a person entering this position?

Please select one:

TECHNICAL SKILLS

Trade and/or technical skills do not normally require a college degree and often do not require any college training. Electrician is an example of a specific trade. General skills such as the ability to work with numbers or the ability to work with people do not apply to this question. Typically, this question applies only to positions that are defined largely in terms of the skill level required. This question usually serves to substitute for questions 1, 2 and 3 above (education and experience levels). positions that supervise people with technical skills should not complete this question unless those specific skills are also required of the supervisor.

5. What level of specific trade and/or technical skills is required of a person entering this position?

None or Does Not Apply



LICENSES/CERTIFICATES

Certifications and licenses include those issued by governmental bodies or recognized professional or trade organizations. Such certifications or licenses are issued only after an individual has successfully met a series of well-defined and pertinent requirements. This question does not apply to a license to operate a vehicle such as truck, tractor, forklift, or similar equipment.

6. Is special certification or licensure required (e.g., Social Worker, Research Associate, LVN, CPA, Registered Nurse, Security Guard)?

Please select one:

Yes

No



PROFESSIONAL DEVELOPMENT

The question below refers to the situation in which a growing professional expertise in a field is necessary to perform the job adequately. As an example, a counselor is expected to develop through reading and workshops whereas an administrative assistant is usually not expected to develop in this manner. A building maintenance supervisor may be required to keep abreast of new materials and related construction techniques.

7. Does the position require the incumbent to develop professionally through workshops, conferences, literature and/or materials in the field?

Please select one:	
Not a job requirement	<input type="checkbox"/>
Minor job requirement	<input type="checkbox"/>
Important job requirement	<input type="checkbox"/>

SECTION B – JOB CONTENT: Difficulty of Thinking and Problem-Solving

Please answer to the best of your ability using the choices listed in the drop-down menu following each question. Specifics should be noted in the appropriate section of the "Description" tab.

DIRECTION

Direction typically involves the initial assignment of a task or block of work by the incumbent's supervisor, as well as periodic instructions or guidance as to how to perform an assignment or changes in an assignment. Direction in this sense primarily involves the work an incumbent is to do in the future rather than what already has been done. Frequency of direction should reflect what is typically required regardless of the management style adopted by a given superior.

1. Typically, when is an incumbent given specific direction in the performance of job-related duties?

Please select one: ▼

MONITORING

Involves the formal or semi-formal checking of work output or results and is usually done by the incumbent's supervisor. Although monitoring of the incumbent's work may help direct his or her future efforts, the primary objective of a review is to check or evaluate work already done. Monitoring should not be confused with annual or semi-annual performance review. Monitoring is often done implicitly or by observation with no overt discussion taking place. For example, any accounting assistant's work may be monitored daily by a check and balance system.

2. On what basis is the incumbent's work typically monitored?

Please select one: ▼

AUTHORITATIVE ADVICE

Authoritative advice is that which an incumbent can usually obtain relatively easily from a more experienced co-worker, superior or other knowledgeable source in time to resolve the situation at hand in an effective manner.

3. Can the incumbent easily obtain authoritative advice on how to handle a situation?

Please select one:

Yes	^
Sometimes	
No	v

POLICIES & PROCEDURES

Written rules, instructions and/or procedures are defined as specific operating guidelines developed by someone other than the incumbent. These guidelines may be developed by one's own department or may be broader operating policies. Examples of the latter include standardized reporting formats, travel regulations and the like.

4. To what degree do established rules, instructions and/or procedures apply to the incumbent's job duties?

Please select one:

▼

PRECEDENT

Precedent is defined in terms of existing practices or standards that cover the job duties of the incumbent. In addition to precedents within an institution, precedents may be taken from similar positions outside the institution. For example, precedents based on normal police practices exist for many job duties of a security officer.

5. To what degree do precedents apply to the incumbent's job duties?

Please select one:

▼

RELATIVE FREEDOM

Relative freedom means the incumbent chooses the method or approach he or she will use to perform the work assigned all or nearly all of the time. This implies that several reasonable yet different ways of doing the job exist and a “yes” answer indicates that the incumbent has the authority to select the one to be used.

6. Does the incumbent have relative freedom as to the methods used to carry out an assignment?

Please select one: ▼

WORK SCHEDULE PRIORITIZATION

The setting of one’s own work schedule involves the determination of work priorities and/or the selection of tasks or assignments that are to be undertaken and the order in which they are to be done.

7. On what basis does the incumbent schedule his or her own work?

Please select one: ▼

CORRECTNESS

Correctness of the incumbent’s work can be evaluated as a function of the time required, the organizational level at which the judgment is made, and the certainty of the judgment. An “a” answer would apply to a job where incumbents readily recognize or discover their own errors such as when programmer analysts test their work. An error made by a building maintenance worker on the other hand may not be noticed until the supervisor reviews the work for the day – this would be a “b” answer.

8. When is the overall correctness of the incumbent’s work typically determined?

Please select one: ▼

THINKING PROCESS/INTEGRATING

Integrating information or recommendations typically implies some differences of opinion exist.

9. Does the thinking process require that the incumbent integrate information or recommendations from several sources?

Please select one: ▼

SUBJECTIVE FACTORS

Subjective factors include those that cannot be quantified or well defined.

10. Does the thinking involved in this position typically require that the incumbent deal with subjective factors?

Please select one:



CONFIDENTIALITY/SENSITIVE INFORMATION

Sensitive information is defined as information that, if revealed on other than a need-to-know basis, could be damaging to the interest of the institution, a department or an individual person. A research study participant information is an example of sensitive information as it pertains to confidentiality of medical history and records. Payroll information may or may not be sensitive depending on who has the need-to-know.

11. To what extent does the incumbent deal with sensitive information?

Please select one:



DEVELOPMENT/CREATIVITY

This factor is intended to reflect the need for creativity, originality and similar capabilities on a day-to-day basis. The question does not apply to relatively routine administrative functions regardless of the hierarchical level at which they are performed.

12. To what extent does the day-to-day work of the incumbent involve resourceful development and/or application of new approaches, methods, techniques or practices?

Please select one:



SECTION C – PERSONAL INTERACTION: Communication/Contact Levels

Please answer to the best of your ability using the choices listed in the drop-down menu following each question. Specifics should be noted in the appropriate section of the "Description" tab.

COMMUNICATION/CONTACT LEVELS

How often does the incumbent have recurring contact with any of the following groups or levels and what is the primary reason for and nature of these contacts? "Recurring contact" is defined as person-to-person or telephone contacts which are a regular part of the incumbent's job function, but which are apart from relationships with the incumbent's supervisor, subordinates or other departmental co-workers. Instructing in methods should typically receive a "c" rating while more conceptually oriented instruction should receive a "d" rating.

Rating Selections:

a. Receive and/or refer inquiries

To receive or refer inquiries implies the minimum level of contact, such as answering the telephone and referring the caller, or simply greeting visitors to the worker's area.

b. Obtain and/or provide information

To obtain or provide information refers to a relationship in which the primary objective is to transmit or receive facts or ideas in their essential form. A typical example would be the answer to such questions as "What is the number of this account?" or "What time does this course meet?"

c. Give and/or receive advice and opinions

To give or receive advice and opinions means that a person applies some judgment or expertise in an area of knowledge, methods or practices. Examples of this type of contact are counseling in employee benefit options or guidance required in locating information in a library.

d. Give and/or receive conceptual or emotionally-charged information

To give or receive conceptual or emotionally charged information involves quite deep and sensitive communication skills. Examples of this type of contact are employment interviewing, some types or levels of student counseling or the presentation of an audit report.

Chancellor, Vice Chancellors, Presidents, Vice Presidents, Executive Directors, and Trustee Member

What is the primary reason for and nature of the contact this incumbent has with this group/level? If the position does not have contact with this group/level, please select option "a" in the below drop-down box and "none" in the following drop-down box.

a. Receive and/or refer inquiries	^
b. Obtain and/or provide information	
c. Give and/or receive advice and opinions	
d. Give and/or receive conceptual or emotionally-charged information	v

How often does the incumbent have recurring contact with this particular group/level?

None	^
Less than Monthly	
Weekly to Monthly	
Daily to Weekly	v

Deans, Associate Deans, Directors, Managers, Supervisors, Department Chairs, Academic Chairs or Department Heads

What is the primary reason for and nature of the contact this incumbent has with this group/level? If the position does not have contact with this group/level, please select option "a" in the below drop-down box and "none" in the following drop-down box.

a. Receive and/or refer inquiries	^
b. Obtain and/or provide information	
c. Give and/or receive advice and opinions	
d. Give and/or receive conceptual or emotionally-charged information	v

How often does the incumbent have recurring contact with this particular group/level?

None	^
Less than Monthly	
Weekly to Monthly	
Daily to Weekly	v

Faculty and/or Staff Members

What is the primary reason for and nature of the contact this incumbent has with this group/level? If the position does not have contact with this group/level, please select option "a" in the below drop-down box and "none" in the following drop-down box.

a. Receive and/or refer inquiries	^
b. Obtain and/or provide information	
c. Give and/or receive advice and opinions	
d. Give and/or receive conceptual or emotionally-charged information	v

How often does the incumbent have recurring contact with this particular group/level?

None	^
Less than Monthly	
Weekly to Monthly	
Daily to Weekly	v

Students, Parents, Alumni or Donors

What is the primary reason for and nature of the contact this incumbent has with this group/level? If the position does not have contact with this group/level, please select option "a" in the below drop-down box and "none" in the following drop-down box.

a. Receive and/or refer inquiries	^
b. Obtain and/or provide information	
c. Give and/or receive advice and opinions	
d. Give and/or receive conceptual or emotionally charged information	v

How often does the incumbent have recurring contact with this particular group/level?

None	^
Less than Monthly	
Weekly to Monthly	
Daily to Weekly	v

General Public, Applicants, Grant Sponsors, Regulatory Agencies, Research Subjects and/or Vendors

What is the primary reason for and nature of the contact this incumbent has with this group/level? If the position does not have contact with this group/level, please select option "a" in the below drop-down box and "none" in the following drop-down box.

a. Receive and/or refer inquiries	^
b. Obtain and/or provide information	
c. Give and/or receive advice and opinions	
d. Give and/or receive conceptual or emotionally-charged information	v

How often does the incumbent have recurring contact with this particular group/level?

None	^
Less than Monthly	
Weekly to Monthly	
Daily to Weekly	v

SECTION D – SUPERVISION EXERCISED

Please answer to the best of your ability using the choices listed in the drop-down menu following each question. Specifics should be noted in the appropriate section of the "Description" tab.

PERSONNEL/STAFFING

This question covers personnel staffing within the incumbent's organizational unit. The number of employees supervised should include part-time and temporary employees converted to full-time equivalence. Select one answer for each question.

*** Instructions to convert Part-Time/Student Staff to Full-Time Equivalent (FTE)***

For Supervisors with part-time/student staff, please total the number of hours performed for all part-time/student workers supervised during a standard workweek.

For example, five (5) student workers performed 16 hours each for the standard workweek, totaling eighty (80) hours.

FTE is as follows: (total # of student staff hours/standard workweek) 80/40 = 2.00 FTE.

1. What responsibility does the incumbent have for CLASSIFIED personnel staffing?

Please select one:

No responsibility for personnel staffing	^
Participates in evaluating staff for hiring or salary adjustments	
Responsible for making formal recommendations relating to hiring, salary adjustments, promotions and terminations	v

SUPERVISORY RESPONSIBILITIES

Administrative responsibility for supervision typically involves decisions or formal recommendations regarding hiring, promotions, salary adjustments and terminations as well as other supervisory duties.

Functional responsibility is usually limited to assigning and reviewing work and acting as a group leader.

Administrative responsibility normally also includes functional supervision. In some cases, an incumbent may exercise administrative and functional supervision over different groups of employees. If this is the case, the higher category of supervision (Administrative) should be chosen. Additional supervisory responsibilities that may be assumed during a vacation or short-term illness of a person's supervisor should not be considered.

2. How many full-time equivalent staff members is the incumbent responsible for administratively?

Please select one:	^
None or Not a Supervisor	
1-5	
6-15	
16-25	
26-100	v

3. How many full-time equivalent staff members is the incumbent responsible for functionally?

Please select one:	^
None or Not a Supervisor	
1-5	
6-15	
16-25	
26-100	v

WORK AREA

One's work area is defined as a contiguous physical location. A "Somewhat" answer would include more than one location, but in close proximity such as within one building complex. A "No" answer implies that the supervisor is responsible for supervising more than one work area and that the areas are somewhat remote from each other.

4. Are the people supervised by the incumbent located in one work area?

Please select one:	^
Yes	
Somewhat	
No	v

SECTION E - WORKING CONDITIONS

Please answer to the best of your ability using the choices listed in the drop-down menu following each question. Specifics should be noted in the appropriate section of the "Description" tab.

A formal deadline is one in which the incumbent has no control. Examples include making up a payroll, meeting publication deadlines, preparing financial statements in time for a monthly Board meeting, etc. Deadlines established solely by one's supervisor or departmental leader are excluded.

1. Are externally imposed formal deadlines a routine part of the incumbent's job?

Please select one: ^
Yes
No

2. Is responding to questions and problems on an immediate basis (typically within a five-to-ten minute time period) a regular daily aspect of the incumbent's job?

Please select one: ^
Yes
No

3. Does the job classification require exposure to physical danger?

Please select one: ^
Yes, frequently exposed to serious physical danger
Yes, often exposed to some physical danger
No, seldom or never exposed to physical danger

4. Does the job classification require continuous exposure to unpleasant conditions, such as noise, dust, heat, fumes, waste material, garbage, weather elements, etc.?

Please select one: ^
Yes
No

5. Are there stressful physical demands in the work?

Please select one: ^
Yes
No

SECTION F - RESPONSIBILITY & IMPACT ON END RESULTS

Please answer to the best of your ability using the choices listed in the drop-down menu following each question. Specifics should be noted in the appropriate section of the "Description" tab.

RESPONSIBILITY & IMPACT

Responsibility and impact are measured on an institution-wide basis.

1. Based on the importance of the decisions typically rendered or made, how influential is the position within the institution?

Please select one:

Decisions and influence are limited to the mechanics of the classification

In between the level above and below

Influence is limited to short-range decisions and planning within a small group or activity; usually at the supervisor or manager level

ERROR COST/IMPACT

2. What likely effect will result from the type of errors made by the incumbent in the regular course of his or her work?

Please select one:

Errors in work are readily detectable and if made would not result in significant costs or serious disruption of services

In between the level above and below

Errors may be costly, but there are enough system checks to detect them before they have an adverse affect on people or equipment; usually errors at the supervisor or manager level

3. How much impact does this job classification have on the fiscal affairs of the institution?

Please select one:

Classification has little or no monetary responsibility

In between the level above and below

Classification has responsibility for controlling some expenses, usually covering only one small group or activity; usually exercised at a supervisor or manager level

END RESULT

4. How important is the impact of this job classification on the end results of the institution?

Please select one:

Classification has relatively minor impact on end results, either favorable or unfavorable

In between the level above and below

Work has some impact on end results; usually work at a supervisor or manager level

THANK YOU FOR YOUR TIME!

Please verify that you have completed all sections



- ✓ Please save a copy of this questionnaire for your files
- ✓ The Supervisor is responsible for completing the Questionnaire, if any part of the Questionnaire was completed by another person, it must be approved by the Supervisor prior to submitting
- ✓ Approved forms should be forwarded to ePDQCoast@smcknight.com

Completion Status	
Section	Status
Educ-Exper	0%
Content	0%
Communication	100%
Supervision	0%
Working Cond	0%
Impact	0%
Essential Duties	0%

POSITION DESCRIPTION QUESTIONNAIRE

Classified Staff Positions



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Index

A

Abandonment of Position	61
Absence, Unauthorized	61
Abuse/Misuse of Sick Leave	61
Access, Right of	1
Accident or Emergency Illness	60
Adoption Leave.....	59
Advisory Committee.....	19
Agendas, Board Minutes and	4
Agreement Conditions and Duration	89
Agreement, Distribution of	2
Americans with Disabilities Act	88
Assigned Time, Adjustment of	51

B

Benefits Advisory Committee.....	77
Benefits Coverage, Employee and Dependent.....	73
Benefits, List of.....	74
Bereavement Leave.....	58, 60
Binding Arbitration.....	13
Bulletin Boards	1
Bullying and Mobbing	87

C

Calendar Committee	54
Catastrophic Leave.....	61
Changes in Law.....	88
Committee Members, Selection of.....	5
Compensatory Time.....	50
Concerted Activities.....	86
Contracting Out.....	7
Court Appearance	60

D

Day Shift	47
Death in Immediate Family	60
Death of the Employee.....	76
Dental Insurance	74
Disability, Long-Term	57
Disability, Short-Term	57
Disciplinary Actions	82
Disciplinary Procedure.....	81
Discipline, Causes for	83
Discipline, Definition of	81
Discipline, General Guidelines for.....	83

Discipline, Progressive	81
Displacement (Bumping), Employee	36
District Facilities, Use of	2
District Mail, Use of	2
Dues Deduction.....	6

E

Emergency Call Back	50
Emergency Call In	50
Employee Assistance Program, Referral to	77
Employee Assistance Programs	76
Employee Displacement (Bumping)	36
Employee Status.....	17
Employee, Personnel File	20
Employee, Short-Term.....	37
Employees, Full time Regular Classified.....	17
Employees, Part time Regular Classified.....	17
Equal Employment Opportunity	88
Exhaustion of Leave and Reemployment Rights	44, 64

F

Family and Medical Leave.....	60
Federation Meetings.....	2
Federation President.....	3
Federation Rights	1
File Review	21
File, Personnel.....	20
Fluctuating Shift.....	46
Forms, Grievance	17
Fringe Benefit Program, Federation Recommendations regarding.....	76

G

Graveyard Shift.....	47
Grievance Definitions	13
Grievance Level I.....	14
Grievance Level II	14
Grievance Level III.....	15
Grievance Level IV.....	15
Grievance Procedure.....	13
Grievance, General Conditions	15
Grievance, Informal Conference.....	14
Grievance, Miscellaneous	17
Grievance, Purpose	13
Grievances, Group	17

H

Harassment.....	88
Hazardous Chemical Warnings and Notices.....	10
Hearing with the Board of Trustees, Evidentiary.....	84
Hearing, Predisciplinary (Skelly).....	84
Hiring Policy and Procedures Task Force.....	28
Holiday Compensation.....	54
Holiday Eligibility	53
Holiday Schedule	54
Holidays	53
Holidays, Definitions	53
Hours and Overtime	44

I

Immediate Family, Definition of	58
Inconvenience Pay	50
Industrial Accident and Industrial Illness Leave.....	59
Information Requests, Response to.....	5
In-House Classified Applicant.....	25
Insurance Benefits, Continuance of	76
Insurance upon Retirement, Continuation of	77
Insurance, Dental	74
Insurance, Eligible Employees, Definition	73
Insurance, Life	75
Insurance, Medical Coverage.....	74
Insurance, Optical	74
Insurance, Premium Costs	73

J

Job Re-Training	70
Jury Duty.....	58

L

Lateral Classification Change	25
Layoff and Reemployment Rights	36
Layoff and Reemployment, Definitions.....	36
Layoff Procedures & Reemployment Right.....	36
Layoff, Maintenance of Benefits	40
Layoff, Order of	39
Layoff Retirement in lieu of	42
Layoff, Written Notice of	38
Leave (Sick), Less than Full-time Employment	56
Leave, Accident or Emergency Illness	59
Leave, Accumulated Sick Leave.....	56
Leave, Adoption.....	59

Leave, Bereavement.....	58
Leave, Catastrophic.....	61
Leave, Court Appearance.....	60
Leave, Death in Immediate Family.....	58
Leave, Extended Sick.....	56
Leave, Family and Medical.....	60
Leave, Industrial Accident and Industrial Illness.....	59
Leave, Jury Duty	58
Leave, Medical Release	58
Leave, Military.....	59
Leave, Personal Business.....	60
Leave, Personal Necessity	60
Leave, Pregnancy/Parental	59
Leave, Probationary Sick Leave	56
Leave, Professional Growth.....	67
Leave, Sick.....	56
Leave, Witness.....	60
Leaves of Absence	55
Legal Determinations and Grievance Rights	88
Life Insurance	75
Longevity Pay	70

M

Mail, District.....	2
Mailboxes.....	2
Maintenance of Benefits after Layoff.....	43
Management Rights and Responsibilities.....	7
Management, Exercise of Rights and Responsibilities.....	7
Meals and Lodging	71
Medical Coverage	74
Medical Release.....	58
Meetings, General	2
Meritorious Service, Additional Recognition for	79
Mileage	71
Military Leave.....	59
Minutes, Board.....	4

N

Nepotism.....	13
Discrimination, Equal Employment Opportunity, Harassment, and Accommodations.....	88

O

Official File.....	20
--------------------	----

Orientation	5
Overtime	44

P

Parking	76
Part-time Regular Classified Employees	16
Pay Plan, Review of the	66
Pay, Regular Rate of	66
Pay, Reporting Time	45
Pay, Working Out of Classification	68
Performance Evaluation	22
Personal Necessity Leave	59
Pre-retirement Reduced Work Load	
Option	80
Probation Employees	23
Probationary Sick Leave	56
Professional Growth	65
Promotion	25
Probationary Status in Vacancies, Transfers and Promotions	29

Q

Quarantine	58
------------------	----

R

Recall Rights	42
Reclassification	32
Reemployment	18, 36
Re-openers	89
Reorganizational Reassignment	26
Rest Periods	50
Retirement	77

S

Safe Working Conditions	8
Safety	8
Salaries	70
Savings Clause	89
Shifts, Definition of	42
Short-Term/Hourly Employees	18
Sick Leave	56
Student Assistants, Limitation on	18
Substitutes	17

T

Telecommuting.....	89
Transfer	26

U

Unauthorized Absence	61
Uniforms	19
Unit Determination	1
Unsafe Work, The Right to Refuse to Perform	9

V

Vacancies, Transfers and Promotions	25
Vacancies, Transfers and Promotions, Definitions	25
Vacation	51
Violence in the Workplace	11
Voluntary Classification Reduction	26
Voting Time Off	59

W

Warrants, Itemized	71
Weekend Shift – Full	47
Weekend Shift – Partial	47
Work Experience Program.....	86
Work Schedules and Workday	44

Y

Y-Rated.....	37
--------------	----