

**OPERATIONS EMPLOYEES**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL #221**

**AGREEMENT**

**JANUARY 1, 2006 – DECEMBER 31, 2008**  
**(Amended March 2007)**

**WITH**

**SAN DIEGO COMMUNITY COLLEGE DISTRICT**

**PRINTED**  
**AUGUST 2007**

AGREEMENT

BETWEEN THE BOARD OF TRUSTEES  
OF THE  
SAN DIEGO COMMUNITY COLLEGE DISTRICT  
AND THE  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221  
OPERATIONS AND MAINTENANCE UNIT

This agreement is made and entered into by and between the San Diego Community College District, hereinafter referred to as the "District" and Service Employees International Union, Local 221, AFL-CIO, hereinafter referred to as the "Union." Provisions of this agreement are effective January 1, 2006 through December 31, 2008, with Amendments, March 2007, unless otherwise specified herein.

\_\_\_\_\_  
Marty Block, President  
Board of Trustees  
San Diego Community College District

\_\_\_\_\_  
Glenn Darden, President  
SDCCD Chapter, S.E.I.U., Local 221

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Sharon-Frances Moore, President  
S.E.I.U., Local 221

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

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #221

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ARTICLE I - RECOGNITION

- 1.1 The District recognizes the Union as the exclusive bargaining representative for the classified monthly employees listed in Article XVI, Section 16.1.
- 1.2 Excluded are all other employees with the exception of Section 1.3 of this Article.
- 1.3 The appropriate unit of new job classifications will be discussed with the Union or Unions concerned before they are added to other job classifications represented by an exclusive agent.

## ARTICLE II - EMPLOYEE ORGANIZATION RIGHTS

### 2.1 Information

The Union and/or the senior steward shall be given the opportunity to attend the orientation meetings of new employees.

The Union will be notified when orientation meetings are scheduled by the Human Resources Office for new employees represented by this unit. At the request of the Union, fifteen (15) minutes shall be scheduled at the end of the program for a Union representative to meet with these employees.

### 2.2 Union Communications

2.2.1 The Union shall have the right to reasonable use of designated employee bulletin boards, mailboxes, and intra-district mail so long as such use does not violate U.S. Postal regulations and the E-mail systems. Union use of the District's E-mail/Internet system shall be in accordance with Board policy. The District shall notify the Union of its intent to change the District E-mail policy related to union access and upon a timely demand to bargain, agrees to meet and negotiate changes which are within the scope of representation. The parties agree that the aforementioned changes do not represent a change in past practice.

2.2.2 All material posted or mailed must clearly contain Union identification and must be posted by Union representatives or stewards.

### 2.3 Use of Facilities

The District shall provide meeting facilities for the Union under the Civic Center Act at no cost unless extra set-up or custodial charges are incurred by the District in which case the Union shall reimburse the District.

### 2.4 Meeting and Negotiating

The Union shall have the right to designate a reasonable number of unit members for meeting and negotiating with the District. The parties agree that the aforementioned changes do not represent a change in past practice.

### 2.5 Printing of Agreement

The District will be responsible for all printing and duplicating costs of the agreement for its managers and supervisors. SEIU will be responsible for all printing and duplicating costs of the agreement for its membership. SEIU will be responsible for distribution of the agreement to its members except the District will distribute copies of the agreement to new employees.

## ARTICLE II - EMPLOYEE ORGANIZATION RIGHTS

### 2.6 Union Staff Representatives

The Union agrees to notify the District in writing of the names of authorized Union staff representatives upon appointment.

Union staff representatives shall be granted access at such reasonable times and to such proper areas of the District's premises, upon notice to the District or the designated site administrator, where employees are employed, when such visits are to assist in processing grievances and matters concerning the administration of this Agreement. Any discussion that is not specifically related to the interpretation of contract language shall be on the employee's own time.

### 2.7 Union Stewards

2.7.1 The District agrees to recognize Union stewards duly appointed by the Union who may receive grievances and conduct Union business.

2.7.2 The Union shall notify the District of the names and assignments of all duly-appointed Union stewards.

2.7.3 The District agrees that no employee shall be discriminated against because of membership or office in the Union.

A Union steward or representative designated by the Union shall have the right to reasonable released time during his/her regular working hours without loss of time, pay, or benefits to investigate, present, and process grievances.

The District agrees to provide a substitute for employees when stewards are performing the functions listed above only when, in the judgment of management, employment of a substitute is necessary to maintain the function of the District.

2.7.4 The Union shall have the right to hold individual conferences between officers and designated representatives of the Union without the requirement of advance arrangements, provided that such conferences do not interfere with normal work activities. The immediate supervisor should be advised of such conferences.

2.7.5 The District shall provide the Union two (2) sets of policies and procedures and revisions thereto.

2.7.6 The District shall provide the Union two (2) copies of the preliminary, publication, and final budget.

## ARTICLE II - EMPLOYEE ORGANIZATION RIGHTS

2.7.7 The Union may request and receive two (2) copies of any District document which is a public document and is related to the performance of the Union's duties as the recognized collective bargaining agent.

2.7.8 The District shall provide the Union one (1) copy of a listing of all employees in this unit on a quarterly basis, indicating name, social security number, assignment, contract hire date, location, position title code, position equivalent, telephone numbers, and home address, range, and step; and upon request, one (1) copy of a listing of all resignations, terminations, retirements, and leaves of absence in this unit on a quarterly basis, indicating name, work location, and classification. Available social security numbers, addresses, and telephone numbers will be provided within the limits of the Privacy Act.

### 2.8 Rights of Unit Members

Unit members shall have the right to consult about any perceived contract violation with a union representative or steward on work time. Any general meeting not related to the interpretation of contract language shall be on the unit members' time.

### 2.9 Reimbursement to District

SEIU assumes the responsibility to reimburse the District for any substitutes required for the president's or shop steward(s)'s released time to attend SEIU conferences, meetings, or other SEIU business.

## ARTICLE III - ORGANIZATIONAL SECURITY

### 3.1 Fair Share Program

As a condition of employment, all employees covered by this Agreement on or after the effective date of the certification of the fair share election, shall execute within thirty (30) calendar days of his/her first day of employment with the District a choice to designate for payroll deduction one of the following: (1) SEIU dues; (2) a fair share fee (proportionate share of the union's cost of legally authorized representational services); or (3) a contribution to a non-religious, non-labor charitable fund under Section 501(c) of Title 26 of the Internal Revenue Code, if he/she qualifies for a bona fide religious body or sect.

### 3.2 Contribution Deduction for a Religious Body or Sect

To qualify for deduction of the contribution to a religious body or sect, the employee must certify to SEIU and the District that he/she is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit member will be required to submit to SEIU and the District a notarized letter signed by an official of the bona fide religious body or sect certifying that person's membership. The deduction in an amount equal to the fair share fee shall be forwarded to the charitable fund after SEIU has approved the exemption. SEIU will receive from the District quarterly proof of payment of an amount equivalent to such representation fee to one of the negotiated funds or organizations agreed to for alternative payment. SEIU and the District shall, within thirty (30) days of the signing of this Agreement, meet to establish the approved list of negotiated funds or organizations.

### 3.3 Involuntary Deduction

If any new employee fails to designate which of the above deductions is to be made, the District shall deduct the fair share fee within thirty (30) calendar days of his/her first day of employment with the District.

### 3.4 Forfeiture of Deduction

If, after all voluntary medical insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of SEIU dues, fair share fee, or contribution to a charitable fund required by this Article, no such deduction shall be made for the current pay period.

### 3.5 Financial Documentation

SEIU shall provide the District with a copy of any financial reports required under Section 3546.5 of the Government Code in the administration of the Fair Share Program.

## ARTICLE III - ORGANIZATIONAL SECURITY

### 3.6 Reinstatement

Upon the reinstatement of any employee, or upon the recalling of any employee from layoff status, the District will resume or initiate dues, fair share fee or contribution to a charitable fund in accordance with Section 3.1 of this Article.

### 3.7 Check off

The District shall deduct from each unit member's wages the amount of the SEIU dues, fair share fee, or contribution to charitable organizations as specified by SEIU.

### 3.8 Indemnification

SEIU shall indemnify the District and hold it harmless against all suits, claims, demands, liability, attorneys fees and other costs that shall arise out of or by reason of any action that shall be taken by the District for the purposes of complying with the requirements of this Article.

## ARTICLE IV – SENIORITY, LAYOFF AND REEMPLOYMENT

- 4.1 Seniority is based on length of continued service the employee has in paid monthly status with the District. Seniority shall be accumulative during absences due to illness, layoff, or leaves of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.
- 4.2 Seniority is accumulated in any classification in which the employee holds regular paid status. Employees who move to an equivalent or higher classification begin to accumulate seniority in that classification, but also continue to accumulate seniority in the former (lower or equivalent) classification. Employees who move to a lower classification retain their seniority in their former (higher) classification.
- 4.3 Regular part-time employees shall carry their full seniority back to the date of the beginning as a regular part-time employee when they move into a regular full-time position.
- 4.4 New Employees
  - 4.4.1 A new employee shall begin accruing seniority from the first date of hire in the classified service.
  - 4.4.2 An employee may be designated a permanent employee any time during the first twelve (12) months of employment at the discretion of the District. An employee may make such request any time after the conclusion of the first evaluation period; however, the effective date shall be no earlier than six (6) months from the date of hire in the classified service. When disapproved the employee shall be provided the reasons for such disapproval.
- 4.5 An employee promoted to a new classification shall serve a six- (6) month probationary period. During the probationary period, the employee has the right to return to the previous classification at his/her option or the District has the right to return the employee to the previous classification.
- 4.6 Seniority shall be broken for any of the following reasons:
  - 4.6.1 An employee resigns or quits, except as provided in the Education Codes, Section 88128;
  - 4.6.2 An employee is discharged for just cause;
  - 4.6.3 An employee is laid off (furloughed) for a period longer than thirty-nine (39) consecutive months (see Education Code Section 88177); or

## ARTICLE IV – SENIORITY, LAYOFF AND REEMPLOYMENT

4.6.4 An employee, after being laid off, fails to accept the offer to return to work within fifteen (15) calendar days and report to work within thirty (30) calendar days after being notified by certified mail by the District.

### 4.7 Layoff and Reemployment

Employees shall be subject to layoff for lack of work or lack of funds. The District shall notify SEIU not less than forty-five (45) calendar days in advance of the effective date of the proposed layoff. Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Seniority shall also be granted by employee status; that is, temporary or restricted status employees shall be reduced first, then probationary employees, and finally permanent employees within the classification. In the event of conflict between employee status and length of service, length of service shall prevail. In the event that employees have the same hire date in classification, the District hire date in classified service shall prevail. In the event employees have the same date of hire in the classified service, a lottery shall determine the order of seniority.

In the case of layoff in any classification, the employee so laid off, in accordance with his/her classification seniority, may bump any employee with less District seniority in an equal or lower classification within the same job family or other position from which the employee was promoted, when the senior employee has had previous satisfactory experience in that classification. However, an employee in a lower classification may not bump an employee in a higher classification regardless of his/her seniority.

Job family shall mean those classification series shown in Appendix A.

Reemployment shall be in the reverse order of layoff. In the event the District needs additional employees in said job family classification, the District shall then offer such work to employees on layoff in other job family classifications in accordance with their District seniority; provided such employees are qualified to perform the available work and the position does not result in a promotion.

4.8 "Layoff for lack of funds or layoff for lack of work" 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.

4.9 "Length of service" means hire date in classification.

## ARTICLE IV – SENIORITY, LAYOFF AND REEMPLOYMENT

4.10 "Length of service" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District except service in restricted positions.

4.11 The District may make reasonable efforts to utilize laid off employees for substitute work. Laid off employees interested in substitute work must file a letter to that effect.

### 4.12 Impacts and Effects of Layoff

4.12.1 Laid off employees shall continue to receive District paid medical benefits for ninety (90) days beyond the end of the month in which the layoff is effective.

4.12.2 Employees subject to layoff shall be authorized to use up to seven (7) days of Personal Necessity Leave prior to the effective date of the layoff in order to seek outside employment.

4.13 In the event a layoff has the impact of increasing/changing an employee's work load or in the case of a change in assignment other than classification, the District agrees to meet and negotiate such impacts that are within the scope of representation upon receipt of a timely demand to bargain.

The parties shall first utilize the consultation process set forth under Article XXIX. In the event the process established does not resolve the concern(s) of the parties, the parties shall bargain the impacts and effects of the workload increase due to the layoff.

In the case of a change in assignment causing an employee to perform duties not in his/her current classification, the employee may utilize the provisions of Article XXIV - Classification, Reclassification. The District agrees to meet and negotiate such impacts that are within the scope of representation upon receipt of a timely demand to bargain.

4.14 The provisions of this Article reflect the parties complete and total agreement on the subject of layoff and its effects. The District and the Union fully intend to carry out the applicable requirements of the Education Code related to layoff. Any applicable requirement of the law that exceeds this Agreement will be met.

## ARTICLE V - WORKWEEK AND HOURS OF WORK

- 5.1 Workday is defined as: Hours of work assigned to the position by the District. The workday is typically eight (8) hours in a twenty-four (24) hour period.

Workweek is defined as: Forty (40) hours of work within any five (5) consecutive days. The five (5) consecutive days may begin on any day of the week.

### 5.2 Overtime

Overtime is defined as authorized time in excess of eight (8) hours in any one day and in excess of forty (40) hours worked in a week. All overtime worked shall require approval by the appropriate supervisor and method of compensation; i.e., payment or compensatory time off shall be mutually agreed upon prior to the actual time being worked.

- 5.2.1 Time and one-half (1-1/2) will be earned for hours worked in excess of the workday as defined above.

- 5.2.2 An employee who is required to work thirty (30) hours or more overtime in any one (1) month, shall be paid or given compensating time off, at the rate of double time for those hours in excess of thirty (30) hours.

- 5.2.3 An employee who is required to work on a District-recognized holiday shall be paid or given compensating time off, at the rate of two and one-half (2-1/2) times their regular rate of pay.

- 5.2.4 An employee who is required to work overtime as defined above, on a District recognized holiday, will be paid or given compensating time off, at the rate of three and three quarters (3.75) times the employee's regular rate of pay for all overtime hours worked.

- 5.2.5 An employee who is required to work on a District-recognized holiday shall be guaranteed a minimum of four (4) hours work.

- 5.2.6 An employee can not accrue more than two hundred forty (240) hours of compensatory time. Any overtime which is worked for compensatory time off which exceeds this limit shall be compensated in cash payment until the compensatory time balance has been reduced. Compensatory time must be used within sixty (60) calendar days, and within three hundred sixty-five (365) calendar days for the athletic trainers.

## ARTICLE V - WORKWEEK AND HOURS OF WORK

### 5.3 Call Back Time

An employee who is called back to work shall be guaranteed two and one-half (2-1/2) hours of work which includes thirty (30) minutes paid travel time and shall be compensated at one and one-half (1-1/2) times their regular rate of pay for hours in excess of their regular daily work schedule.

### 5.4 Lunch and Rest Periods

Employees shall be permitted a minimum of one-half (1/2) hour non-paid lunch period at the approximate midpoint of their shifts. In addition, employees shall be permitted two (2) fifteen (15) minute breaks, one (1) during the first half and one (1) during the second half of the workday. Breaks may not be combined or utilized to shorten a workday.

### 5.5 Schedule Change

A one (1) week notice shall be required for any change of work schedule longer than fifteen (15) calendar days.

For the purposes of this section only, change of work schedule means the shift of the employee's assigned starting and ending time of employment and/or routinely assigned workweek by more than one (1) hour. Increase or decrease in the number of hours worked does not constitute a change of work schedule.

### 5.6 Out-of-Class Assignment

A unit member assigned to work out of class for five (5) workdays or more within a 15-calendar day period shall be paid an additive as set forth in the chart below from the first day of the assignment. The days worked need not be consecutive.

ARTICLE V - WORKWEEK AND HOURS OF WORK

<b>CURRENT POSITION</b>	<b>OUT-OF-CLASS POSITION</b>	<b>ADDITIVE</b>
Unit	Supervisor	7.5%; Step A in excess of 5 and no more than 31 consecutive calendar days.
Non-Lead	Lead	5%
Lead	Lead	5%
Non-Lead	Trade (w/full duties)	A Step or 5% whichever is greater.
Non-Lead	Trade (w/o full duties)	5%
Non-Lead/Non-Trade	Non-Lead/Non-Trade	5%
Trade	Trade	As if promoted but not more than 5%
Other	Other	5% unless work is at a lower classification

The District agrees that the five (5) day minimum on out-of-class pay will not be circumvented through rotation of extra duties among two (2) or more employees.

- 5.7 The District agrees to make every reasonable effort to rotate overtime among employees who request to be included in the overtime rotation within classification at a site.
- 5.8 Any reduction in assigned time shall be in accordance with the provisions of Article IV, Seniority, Layoff and Reemployment, in this Agreement and Education Code layoff provisions.
- 5.9 The District and the Union fully intend to carry out the requirements of the Fair Labor Standards Act (FLSA). Any applicable requirements of that Act that exceed the agreements reached herein will be met. Timekeeping and time recording records and reports will be modified as necessary to meet these requirements.

## ARTICLE V - WORKWEEK AND HOURS OF WORK

### 5.10 Alternative Work Schedules

At the option of management or at the request of the unit member, an alternate work schedule may be established in accordance with the provisions below when such assignments are needed for the operation of the District, or if by reason of the work location and duties, the unit member's services are not required for a workweek of five (5) consecutive days. Volunteers in the classification needed will be considered first. If more than one (1) unit member volunteers, seniority will be one of the considerations in making the final decision.

#### 5.10.1 Employee Requested Alternative Work Schedule

The requesting unit member's supervisor/manager will review the request for an alternate work schedule and make sure that it meets all of the following criteria:

1. The proposed alternate work schedule does not interfere with the day-to-day operational needs of the organization as determined by the District;
2. The request is submitted in writing; and
3. The unit member agrees to comply with the requirements in this Article, as well as all timekeeping, attendance, or supervisory reporting requirements.
4. Upon any changes in the above criteria, the supervisor/manager may cancel the alternate work schedule with ten (10) working days notice.

#### 5.10.2 Four-Ten Workweek (4/10 Schedule)

This schedule shall consist of four (4) consecutive days of ten (10) hours per day and forty (40) hours per week.

#### 5.10.3 Nine-Day, Eighty-Hour Schedule (9/80 Schedule)

This schedule shall consist of a two (2)-week work period consisting of one (1) workday off and nine (9) days of work, eight (8) of which shall be nine (9)-hour days and one (1) of which shall be an eight (8) hour day. The workweek shall begin at the midpoint of the shift on the eight (8)-hour day of the week, determined by the immediate supervisor in the best interests of the particular department or program, and shall be defined so that no unit member will be regularly required to work more than forty (40) hours during any given workweek.

## ARTICLE V - WORKWEEK AND HOURS OF WORK

### 5.10.4 Flex Scheduling

Part-time unit members in positions that are subject to flex scheduling will be guaranteed a specific number of days/hours to be worked within a fiscal year based on the percentage of FTE for the contract assignment. Calculation of total days/hours per fiscal year to be worked shall be based on the industry norm of 2080 (two thousand eighty) hours, which represents the average number of working hours in a year. In any one workday, no unit member shall be required to work fewer than three (3) hours.

Unit members subject to flex scheduling will receive their work schedule which shall include days and hours to be worked during the fiscal year no later than thirty (30) calendar days prior to their first day of work in the fiscal year. Changes to the schedule will be made in accordance with provision of Article 5.5 of this Agreement.

Unit members will receive equal paychecks each month of their work year.

### 5.11 Timekeeping

5.11.1 Absences for unit members on alternative work schedules or in part-time assignments shall be recorded based on the number of hours the unit member was scheduled to work on the day the absence occurred.

5.11.2 Holiday hours for unit members on flex scheduling are based on the contract percentage the unit member works (e.g.; a .50 FTE receives four (4) hours holiday pay).

5.11.3 Holiday hours for all other unit members shall be recorded based on the number of hours the unit member was scheduled to work on the day designated as a holiday.

## ARTICLE VI - PROFESSIONAL GROWTH

- 6.1 A regular monthly classified employee covered by this Agreement shall be granted a one-step increase on the first (1st) of the month which is concurrent with or immediately following the satisfactory completion and verification of twelve (12) semester units of credit from an accredited institution or from the District's staff development program. Proof of satisfactory completion shall be provided by the eligible employee and forwarded to the office of Human Resources. Only courses completed on or after July 1, 1976 may be applied toward credit for salary step advancement under this provision.
- 6.2 Upon satisfactory completion (grade of "C" or above) of a course from an accredited institution or an industry-certified agency, an employee shall be reimbursed for tuition, registration fees (including fees for official transcripts), books, and laboratory fees; provided, however, that the total amount reimbursed shall not exceed five hundred dollars (\$500) in any fiscal year (July 1 - June 30), and provided the total expended for all unit members does not exceed five thousand dollars (\$5,000) in any fiscal year (July 1 - June 30). Any money remaining at the end of the fiscal year may be distributed equally to employees who submitted costs in excess of five hundred dollars (\$500).

Unit members must submit the completed tuition reimbursement form; receipts for registration, tuition, fees, and books; and a set of **official transcripts**; within thirty (30) days following the successful completion of the course(s) to the District Employment & Staff Development Office.

If the educational institution is unable to provide the unit member with a set of **official transcripts** within the thirty (30)- day timeline, the unit member must submit the Declaration of Official Grade Report form to the Employment & Staff Development Office within the thirty (30)- day period following the successful completion of the course(s) in order to retain eligibility to obtain reimbursement. Reimbursement will not be made until the **official transcripts** are received in the Employment & Staff Development Office.

Failure to submit either the set of **official transcripts** or the Declaration of Official Grade Report form to the Staff Development Office within the thirty (30)- day period following the successful completion of the course(s) will result in forfeiture of any reimbursement request for said courses.

- 6.3 In recognizing the importance of education, the District agrees that at the discretion of the appropriate manager, the workday may be adjusted to accommodate classified employees to attend approved courses.
- 6.4 The District proposes to study the career ladders for entry level employees in this unit to the end of defining specific training and experience that can enhance the employee's opportunity to advance. The District will consult with the Union prior to implementing the study.

## ARTICLE VI - PROFESSIONAL GROWTH

- 6.5 The District encourages employees to participate in the development of training programs by providing input on training needs to the District Classified Employees Staff Development Committee. The Union shall be entitled to have a representative on the committee. If the representative has a third shift work schedule, released time under the provisions of Article II, Section 2.4 will be authorized to provide eight (8) hours sleep time plus travel time before the meeting.
- 6.6 The District will make available up to one thousand dollars (\$1,000) for employee travel and attendance for job related workshops. Employees will submit requests through their immediate supervisor.

## ARTICLE VII - SICK LEAVE

### 7.1 Eligibility

Sick Leave benefits shall be available to all monthly employees covered by this Agreement. New employees shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she is entitled, until the first day of the calendar month after completion of six (6) months of active service. Terminating unit members who have received unaccrued Sick Leave benefits shall have their final pay warrant adjusted by the amount of the unaccrued Sick Leave taken. Leave taken under this Article that qualifies as Family Medical Leave Act (FMLA)/California Family Rights Act Leave (CFRA) shall run at the same time as leave provided under Article 30.1.

### 7.2 Application for Benefits

A unit member shall report an absence of any duration to his/her immediate supervisor, or supervisor's designee, in accordance with the timelines below unless an emergency makes notification impossible.

First Shift: Must report absence no later than the first fifteen (15) minutes of the shift start time;

Second Shift: Must report absence by 2:00 p.m. on the day the shift begins;

Third Shift: Must report absence by 7:00 p.m. on the day the shift begins.

One (1) notice to the unit member's supervisor or designee of the unit member's intent to be off consecutive days shall meet the requirements for notification for the entire period absent if the estimated duration of the absence is specified at the time of initial notice. Changes in the estimated duration of the absence shall be reported to the immediate supervisor as soon as possible. If a substitute is working for the unit member in his/her absence, and the unit member returns to work without notifying the appropriate supervisor, the unit member will be sent home for the day. The timesheet will be posted as vacation leave for the first occurrence during the fiscal year, and marked as unauthorized leave without pay for any subsequent occurrence.

All requests for leave shall be in writing, upon the appropriate District form, and shall be filed with the immediate supervisor for each separate time reporting period. Upon return to work, the employee must file within five (5) calendar days a completed form covering any leave taken which was not included in any previous applications. Sick Leave not reported in accordance with the timeline above shall be considered undocumented Sick Leave and the unit member will be charged the unreported time as leave without pay.

Not less than three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, employees must provide a written clearance of the attending physician indicating recovery, and fitness to resume a full range of normal duties as specified in the District position description.

## ARTICLE VII - SICK LEAVE

### 7.3 Authorized Uses

Absence from duty because of the unit member's illness, injury, medical or dental appointment, exposure to contagious disease, disability due to pregnancy, or absence to care for the unit member's sick child, parent, spouse, or domestic partner (as confidentially certified through the District's Benefits Office), shall constitute proper uses of Sick Leave. Accumulated benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness. Fifty-six (56) hours of accrued Sick Leave may be used in a calendar year for absence to care for the unit member's sick child, parent, spouse, or domestic partner. Employees employed less than full-time may use a proportionate amount of the full-time allocation (based on the unit member's assignment) for this purpose.

### 7.4 Sick Leave Allowance

Unit members with a full-time assignment shall accrue Sick Leave at the rate of one (1) day per month, beginning with the first (1st) month in which the employee begins work in the District on or before the fifteenth (15th) of the month. The accrual shall be proportionate to and for assignments less than full-time and less than twelve (12) months. Unused full-time Sick Leave shall accrue without limitation. A permanent employee who resigns, and is rehired within thirty-nine (39) months of the last date of paid service, shall have all accumulated, unused Sick Leave credits restored.

### 7.5 Half-Salary Sick Leave

Monthly employees shall have a potential of one hundred (100) workdays of Sick Leave at half-salary.

The actual half-salary days awarded each year shall depend upon the balance of full-salary Sick Leave days. Half-salary days shall be awarded if the total of full-salary days does not exceed one hundred (100) workdays plus the current year's entitlement. Employees may continue on half-salary Sick Leave from one fiscal year to the next and shall be eligible for a new entitlement of half-salary Sick Leave annually.

### 7.6 Transfer of Accumulated, Full-Salary Sick Leave

A classified employee who previously worked for another California school district or County Superintendent of Schools shall have their previous Sick Leave balance transferred to the San Diego Community College District, providing each of the following conditions are met:

7.6.1 Previous district employment was for a period of one (1) calendar year or more;

*Amended 3-07*

## ARTICLE VII - SICK LEAVE

### 7.6 Transfer of Accumulated, Full-Salary Sick Leave (Continued)

- 7.6.2 Termination of employment with the previous district was for reasons other than action for cause initiated by the district;
- 7.6.3 Employment with the San Diego Community College District is accepted within one (1) year of termination from the other district.

### 7.7 Extenuating Circumstances and Special Conditions

- 7.7.1 Quarantines -- Employees who are unable to perform their duties due to legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.
- 7.7.2 Illness Preceding Death -- In the event of the death of an employee while absent because of illness, application for Sick Leave benefits may be made by his/her estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within thirty (30) calendar days after death. Only that period of illness immediately prior to and including the day of death of an employee can be claimed as a Sick Leave benefit by the estate.
- 7.7.3 Sickness While On Duty -- Employees who report for duty and are unable to continue because of sudden illness will be counted as absent for the number of hours and minutes not worked. Minutes shall be a minimum of fifteen (15) minute intervals.
- 7.7.4 Return to Work -- In cases of requests to return to work with temporary restrictions, the unit member must provide a detailed written medical statement not less than five (5) working days prior to the requested return date. Ability to meet the request shall be determined by management. If offered a temporary medical reassignment of sixty (60) days or less, the employee shall not suffer a reduction in pay or involuntary demotion. If the employee remains unable after sixty (60) days to return to his/her full range of duties, the District will obtain the necessary evaluation of fitness for duty and essential functions of the position to determine the appropriate continued assignment. An employee may not work part of a day and collect Sick Leave benefits for the remainder of the day except as provided in Section 7.8.3 of this Article.

*Amended 3-07*

## ARTICLE VII - SICK LEAVE

### 7.8 Personal Necessity Leave

7.8.1 A maximum of seven (7) days of accumulated, full-salary Sick Leave credit may be used each fiscal year for any one (1) or combination of the following:

- a. Death (extension of Bereavement Leave) or illness of a member of the immediate family as defined in Article XIV;
- b. Accident involving the employee's person or property, or that of his/her immediate family as defined in Article XIV;
- c. Appearance in court as a litigant, or as a witness under an official order.

7.8.2 Absences for Personal Necessity must be taken in increments of no less than one (1) hour and shall not be granted during a scheduled vacation or leave of absence.

7.8.3 Requests for Personal Necessity Leave shall be made to the immediate supervisor and, may be made orally. Upon return to duty, a completed application for benefits, prescribed and provided by the District, shall be filed with the immediate supervisor. Verification of the personal necessity may be required, including but not limited to a signed statement by the employee and/or the attending physician.

### 7.9 Catastrophic Illness or Injury Leave

The Catastrophic Leave Illness or Injury Leave Program initiated in October 1997 shall continue for the duration of this Agreement as follows:

A unit member may be permitted to contribute up to a maximum of five (5) accumulated vacation days or sick leave (a minimum of eight (8) hours and in one (1) hour increments thereafter) per fiscal year to another employee within the SEIU Operations Unit. The parameters of the program are:

- a. The illness/injury of the employee must be serious (life threatening or expected to incapacitate the employee for an extended period of time) as verified by a physician. The District may require the unit member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;

*Amended 3-07*

## ARTICLE VII - SICK LEAVE

- b. When necessary, an employee shall make his/her need known to the Chapter President or designated officer who will in turn confer with the District Representative to determine eligibility. Once eligibility is determined, SEIU shall solicit contributions on an individual basis. SEIU will retain any unused contributions in a bank for future catastrophic illness use.
- c. The ill/injured employee must have exhausted all accrued full-salary paid leaves. At the option of the employee, full-salary Sick Leave may be used in four (4) hour increments;
- d. Injuries or illness claimed as worker's compensation injuries, whether or not approved, shall be excluded;
- e. A maximum of sixty (60) workdays may be utilized by each unit member per catastrophic illness/injury;
- f. Vacation days donated will be paid at the salary level of the employee who receives such days;
- g. SEIU shall indemnify and save harmless the District, its officers and employees from and against any and all claims, demands, liabilities, damages, costs (including reasonable attorney fees and court costs), suits and administrative proceedings arising out of or connected with employees giving or receiving vacation time for catastrophic illness or injuries.

*Amended 3-07*

## ARTICLE VIII – MILITARY LEAVE

### 8.1 Definition

An employee will be entitled to any Military Leave provided by law and will retain all rights and privileges granted by law arising out of the exercise of Military Leave.

Military Leave is a leave of absence to engage in voluntary or involuntary military duty and includes active duty, active duty for training, inactive duty for training, full-time National Guard duty, travel time for purposes of active military training, encampment, naval cruises, special exercises or like activity as a member of the reserve corps or force of the armed forces of the United States, or National Guard, or the Naval Militia.

### 8.2 Application for Leave

To notify the District of need for Military Leave, the unit member shall submit the District's Leave Request Form with copies of official orders attached.

### 8.3 Duration

A Military Leave of absence shall grant a Military Leave of absence for the period of required service. The leave may be renewed indefinitely, except when the service commitment is voluntarily extended.

### 8.4 Salary Entitlement

Military Leaves shall be taken without pay except that an employee who has a minimum of one (1) year of prior service with the District and who is on temporary Military Leave shall receive his/her salary for the first thirty (30) days of such leave. Pay for such purposes (deemed to be one (1) month's salary) shall not exceed thirty (30) days in any one (1) fiscal year.

An employee returning from Military Leave shall have his/her salary adjusted to reflect periodic wage increases that are not connected to merit.

### 8.5 Benefits Entitlement

An employee shall continue to receive District paid health care benefits while on Military Leave for thirty (30) days or less. For Military Leave in excess of thirty (30) days he/she may elect to continue health care coverage for him/her and any eligible dependents for a maximum of eighteen (18) months at his/her expense.

ARTICLE VIII – MILITARY LEAVE

8.5 Benefits Entitlement (Continued)

Additionally, any employee on temporary Military Leave for training who has been serving the District for at least one (1) year shall continue to accrue the same vacation, Sick Leave and holiday privileges, up to a maximum period of one-hundred eighty (180) days, as if the employee had not been on Military Leave.

8.6 Return to the District

An employee, upon release from active duty, shall have the right of reinstatement to his/her previous position or a position of similar seniority, status and pay as permitted by law, in accordance with the following;

<u>Length of Military Service</u>	<u>Requirement of unit member to return to work.</u>
1-30 Days	First scheduled workday following release from active military duty.
31-180 Days	Within fourteen (14) calendar days of release from active military duty.
181 + Days	Within ninety (90) calendar days of release from active military duty.

8.7 Forfeiture of District Position

An employee who voluntarily requests and obtains an extension of his/her tour of duty shall forfeit all rights of return to a position with the District.

## ARTICLE IX - VACATION

### 9.1 Eligibility

Vacation days shall be granted to all regular, monthly employees covered by this Agreement. New employees shall not be eligible to take vacation prior to completion of six (6) months of paid service. Vacations shall not be taken prior to the time that such vacation days are earned.

### 9.2 Requesting Vacation

All requests for vacation shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be submitted to the immediate supervisor at least two (2) weeks in advance, except in the case where the request is for no more than two (2) days which shall require two (2) days notice. Employees shall schedule their vacations with the prior approval of the immediate supervisor. No employee, other than a terminating employee, shall be permitted to take more than twenty (20) days at one time unless approved by the appropriate assistant chancellor.

Two (2) days unplanned Vacation Leave per year may be taken with one (1) day advance notice and charged against vacation allowance.

### 9.3 Vacation Allowance

Effective July 1, 2003, vacation shall be earned and accrued on a monthly basis by regular, monthly employees as follows:

9.3.1 During the first (1<sup>st</sup>) through fourth (4<sup>th</sup>) years of continuous service, the rate shall be 8.0 hours per month (12 days per year).

9.3.2 During the fifth (5<sup>th</sup>) through the tenth (10<sup>th</sup>) years: 11.33 hours per month (17 days per year).

9.3.3 During the eleventh (11<sup>th</sup>) through nineteenth (19<sup>th</sup>) year: 14.67 hours per month (22 days per year).

9.3.4 After the completion of the nineteenth (19<sup>th</sup>) year: 16.67 hours per month (25 days per year).

9.3.5 Vacation accruals shall be prorated for unit members working less than full time.

## ARTICLE IX - VACATION

9.3.6 The maximum accumulation of vacation shall be limited to twice the annual allowance permitted by his/her current accrual rate. Each July 1, vacation accrued in excess of this amount shall be scheduled and taken no later than the following January 31. Effective January 31, 2000, and each January thereafter, all employees whose vacation accrual is in excess of twice his/her annual allowance shall have those excess hours converted to excess Sick Leave.

9.3.7 A month shall mean being employed on or before the fifteenth (15th) for purposes of crediting/not crediting the first month of a new hire.

### 9.4 Break In Service

9.4.1 Military Leaves are credited as continuous service for vacation eligibility purposes, but vacation days are not accrued during such leaves.

9.4.2 Employees who have had a break in service will be given credit only for the total months of service with the District except that service broken for periods of less than ninety (90) calendar days shall be disregarded when computing the number of full months completed.

9.4.3 Unpaid leaves in excess of ninety (90) calendar days shall be considered a break in service and will not be credited for vacation eligibility purposes.

### 9.5 Ten-And Eleven-Month Employees

9.5.1 Vacation days for these employees may be scheduled by the appropriate supervisor during any school break or recess.

9.5.2 Those employees with days accrued in excess of the above must follow the regular procedure for scheduling such additional vacation during their regular workweek.

9.5.3 Whenever practical the District shall offer work during Christmas, Easter and semester breaks to ten- (10) and eleven- (11) month employees who have completed five (5) years of continuous employment.

### 9.6 Terminating Employees

Regular employees who have worked six (6) calendar months or more and who resign, retire, or are placed on extended unpaid leave, shall be paid at their current rate of pay for vacation earned but unused.

ARTICLE X - HOLIDAYS

10.1 Each unit member shall be entitled to the fifteen (15) paid holidays listed below provided that the holidays fall between the beginning and ending of the employee's work calendar and provided that he/she is in a paid status during any portion of the workday immediately preceding or succeeding the holiday. Dates of observance of holidays shall be designated by the Board of Trustees by the adoption of the District's Academic Calendar.

Independence Day	Martin Luther King Day
Labor Day	Columbus Day (in lieu of Admissions Day)
Veterans Day	Washington Day
Thanksgiving (2days)	Memorial Day
Christmas Holiday (2 days)	Lincoln Day
New Year Holiday (2 days)	<u>Cesar Chavez Day*</u>

10.2 The Union shall have one (1) representative on any District-wide advisory committee established to study the District's Academic Calendar.

10.3 If a holiday falls on a workday when an employee is not assigned to work, he/she shall be granted an equivalent day off during the pay period. If the holiday results in a three (3) day weekend, the rescheduled day off shall result in a three (3) day weekend.

10.4 Unit members shall be entitled to time off without loss in compensation on any scheduled workday that falls between December 25<sup>th</sup> through January 1<sup>st</sup> and is not one of the fifteen (15) aforementioned holidays. These days shall not be considered additional holidays.

\* Effective 2005-2006, the Friday of Spring Break each year unless otherwise designated by the calendar committee.

ARTICLE XI - PHYSICAL EXAMINATION

- 11.1 Should the District at any time require a physical examination or other diagnostic test or examination, the employee shall suffer no loss of pay or fringe benefits and shall receive mileage reimbursement.

The District Hazardous Material Program will include a consideration and determination of whether employees in this Unit should have a physical examination as a safety measure.

ARTICLE XII – INSURANCE (EMPLOYEE BENEFITS)

12.1 The individual employee premium rate shall be paid by the District toward the cost of life, vision, and long-term disability insurance for all employees assigned to work half-time or more [twenty (20) hours per week or more].

12.2 Effective January 1, 2005, the District shall contribute the amounts for medical and dental as delineated below.

The District shall contribute up to \$552.99 per month effective January 1, 2005, toward the cost of the individual premium (which includes coverage for the employee, spouse or domestic partner and dependents) for any of the medical insurance options offered through the District.

The District shall contribute up to a maximum of \$95.11 per month effective January 1, 2005, for a group dental plan providing \$2,000 of annual coverage for eligible employees (which includes coverage for the employee, spouse or domestic partner and dependents).

The District shall contribute up to a maximum of \$16.43 per month, for a group vision plan for eligible employees (which includes coverage for the employee, spouse or domestic partner and dependents).

The District shall contribute up to a maximum of \$5.65 per month to provide a \$25,000 life insurance plan for eligible employees only.

The District shall provide a group long-term disability plan for eligible employees.

Eligible employees electing to participate in a plan option that exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions.

The District will increase its maximum to the contribution to the premium cost for medical, dental and vision plan coverage described herein, to the maximum amount it contributes for comparable coverage for the Management Employee Unit.

12.3 Retiree Coverage

Effective January 1, 2005 the District shall contribute the amounts for medical up to \$552.99 per month toward the cost of the individual premium (which includes coverage for the employee, spouse or domestic partner and dependents) for any of the medical insurance options offered through the District to retirees who have worked for the San Diego Community College District for a minimum of twenty (20) years and who are between the ages of sixty (60) and sixty-four (64) inclusive at the time of retirement.

## ARTICLE XII – INSURANCE (EMPLOYEE BENEFITS)

### 12.3 Retiree Coverage (Continued)

Eligible retirees electing to participate in a plan option that exceeds the District contribution shall be required to contribute the difference in the form of deposits at least one (1) month in advance.

Retirees who do not meet the above qualifying criteria may continue to participate in the group medical plan by paying premiums to the District in one (1) month advance.

**NOTE: Information regarding specific provisions for the above sections is available from the District Benefits Office.**

### 12.4 District Flex Plan

District agrees to implement Internal Revenue Code Section 125, which allows employers to structure benefit plans to provide options to its employees. Employees in qualified plans are allowed to earmark pre-tax dollars toward specific uses for health and dependent care.

District offers employees participation in its Flex Plan for health care premiums, health care expenses, and dependent care expenses. Amounts included in the Flex Plan would not be subject to federal, state or social security taxes.

It is understood that the District has made no representation regarding tax or other consequences of the Flex Plan with regard to any particular employee or group of employees and that any questions by any employee should be directed to his or her personal financial, legal, or tax advisor.

### 12.5 Early Retirement Incentive

Unit members who have reached the age of fifty-five (55) and retire from the District and STRS or PERS between the effective dates of July 1, 2000 through June 30, 2008, with at least fifteen (15) years of classified service credit with the District, shall receive an additional cash payment of five thousand dollars (\$5,000). It is the intent of the parties that this program not increase the District's salary and benefit costs.

## ARTICLE XIII - LONG-TERM LEAVE OF ABSENCE

### 13.1 Eligibility

Long-Term Leaves of absence, those in excess of one (1) month, may be granted at the discretion of the District to permanent employees covered by this Agreement. Probationary employees are only eligible for Pregnancy Disability Leave or Military Leave. Long-Term Leaves granted under this Article that are FMLA/CFRA-qualifying shall run at the same time as leaves granted under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) to the extent permitted by law. (See Article 30.1 FMLA/CFRA).

### 13.2 Application for Benefits

All requests for leave shall be in writing upon the appropriate form prescribed and provided by the District, with all necessary documentation attached such as physician's statement of incapacity. Requests shall be submitted to the immediate supervisor not less than ten (10) days prior to the beginning date of the leave unless emergency circumstances require shorter notice.

### 13.3 Authorized Uses

Long-Term Leaves may be authorized for the following uses:

13.3.1 Health Leaves (including Pregnancy Disability Leave) -- An employee, with insufficient leave or accrued employment time to qualify for Sick Leave, or who desires not to utilize accrued Sick Leave, may apply for Health Leave without pay. All requests for health leave must be accompanied by a physician's statement of incapacity, and return to duty is dependent upon evidence of recovery.

Health Leave taken for pregnancy-related disability is considered unpaid Pregnancy Disability Leave. The duration of the leave taken as Pregnancy Disability Leave, including any paid leave taken due to pregnancy-related disability shall not exceed four (4) months.

13.3.2 Service to Other Public Agencies -- Long-Term Leaves of Absence may be granted to employees to serve another public agency in some full-time capacity which will benefit the District and the employee.

13.3.3 Family/Parental Leave (Non-FMLA/CFRA Qualifying) -- A unit member may request an unpaid leave of absence to care for the employee's immediate family as defined in Article 14.1.1.

## ARTICLE XIII - LONG-TERM LEAVE OF ABSENCE

### 13.3.4 Other Leave

The Chancellor may grant other long-term leaves at his/her discretion. The Chancellor's decision of approval or denial of the request shall be final.

### 13.3.5 Length of Leave

Long-Term Leaves may be granted for periods of up to one (1) year, and may be extended for an additional period not to exceed a total of two (2) years other than Military Leave as noted above. This provision shall not extend the duration of leave rights under the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) or the statutory limitation of Pregnancy Disability Leave.

### 13.3.6 Compensation

All long-term leaves are taken without salary or benefits. Salary step increases are allowed only for leaves to serve other public agencies and Military Leaves and leaves that are FMLA/CFRA qualifying. Benefits coverage shall continue for leaves that are FMLA/CFRA qualifying.

### 13.3.7 Return from Leave

13.3.7.1 An employee granted a leave of absence shall, upon request, at the expiration of such leave, have his/her name placed on the eligibility/reinstatement list for his/her job class for a period of one (1) year. If the employee is not selected for a regular position during the one (1) year period, he/she shall be separated from the classified service.

## ARTICLE XIV - SHORT-TERM LEAVE OF ABSENCE

### 14.1 Eligibility

Short-Term Leaves of Absence may be granted to any monthly employee covered by this Agreement. Short-Term Leaves may be granted for up to thirty (30) days without pay but with no loss of benefits. Leave taken under this article that qualifies as Family Medical Leave Act (FMLA)/California Family Rights Act Leave (CFRA) shall run at the same time as leave provided under Article 30.1.

#### 14.1.1 Definition

Immediate family shall include:

- a. The employee's current spouse and any relative or person currently living in the employee's immediate household; and
- b. The employee's and his/her current spouse's mother, stepmother, father, stepfather, grandparent, child, guardian, ward, grandchild, stepchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, stepbrother and stepsister.

The above definition shall apply wherever reference is made to "immediate family" in this Agreement.

### 14.2 Application for Benefits

Requests for Short-Term Leaves shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the employee's supervisor and the college/division president in advance of the intended leave, unless otherwise stated by the provisions of the specific leave.

### 14.3 Authorized Leaves

Short-Term Leaves may be granted for the following:

#### 14.3.1 Personal Business Leave

Employees may be excused from duty with verbal permission from the supervisor, with pay, for a period of not more than two (2) hours in increments of fifteen (15) minutes. Permission to be absent without pay for more than two (2) hours may be granted to an employee, not to exceed thirty (30) calendar days. Valid reasons for and conditions of Personal Business Leave are:

## ARTICLE XIV - SHORT-TERM LEAVE OF ABSENCE

### 14.3.1 Personal Business Leave (Continued)

- a. Death or illness in immediate family (extension of bereavement leave).
- b. Extension of paternity/adoption leave in emergency cases.
- c. Unavoidable transportation delay.
- d. Private legal matters, including marriage and divorce.
- e. Attendance at graduation ceremonies (immediate family).
- f. Participation in college graduation ceremonies.
- g. Attendance, as officer or delegate, at civic, or fraternal conventions.
- h. Funeral attendance.
- i. Emergency child-care problems.
- j. To serve as executor of a will.
- k. Meeting spouse or seeing him/her off to overseas duty.
- l. Attendance at a wedding.
- m. Taking examinations.
- n. Medical appointments.
- o. Religious observances.
- p. Registering for classes.
- q. Attendance at child's individual parent-teacher consultation.

Time approved for Personal Leave shall be reported by the employee and supervisor on the appropriate payroll form.

### 14.3.2 Parental/Adoption Leave

Upon the birth of his/her child, or in order to make final arrangements for the placement of a child with the employee in connection with adoption or foster care, an employee, upon verbal request, shall be granted one (1) day of leave without loss of pay. Upon return to duty, the employee must submit the appropriate leave request form. Additional days leave may be granted under this provision but shall be without compensation.

### 14.3.3 Bereavement Leave

Absence without loss of salary for a period not to exceed three (3) days [five (5) days if five hundred (500) miles one (1) way is required] may be granted to an employee upon the death of a member of his/her immediate family as defined in Article 14.1.1.

- 14.3.3.1 Leave may be secured by verbal request, but requires the appropriate leave request form upon return to duty.

## ARTICLE XIV - SHORT-TERM LEAVE OF ABSENCE

14.3.3.2 An employee who while on vacation has a death in the immediate family may request that Bereavement Leave and, if necessary, Personal Necessity Leave be substituted for vacation during each day affected.

14.3.3.3 Effective March 1, 2001 through June 30, 2006, leave may also be granted for an aunt, uncle, niece, or nephew either reared by the employee or by whom the employee was reared. This provision will not be extended except by express agreement of the parties.

### 14.3.4 Leave for Court Appearance

When a monthly employee is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave with pay may be granted. The Leave Request Form shall be submitted with a copy of the subpoena attached immediately upon receipt of the subpoena. Witness fees received by any employee shall be remitted to the Assistant Chancellor, Business Services within ten (10) days of receipt of fees.

### 14.3.5 Leave for Jury Duty

Leave of absence shall be granted to any employee called for jury duty.

The employee seeking Leave for Jury Duty shall submit a request, accompanied by the official order to the immediate supervisor not later than two (2) weeks before the first date of ordered appearance.

An employee shall be granted a leave not to exceed the duration of the requirements of the official order for participation and appearance.

An employee granted a leave under these provisions shall be granted District compensation, which when added to witness fees, shall not exceed his regular compensation. Per diem or other travel expenses shall be retained by the employee. Leaves granted for voluntary grand jury service shall be without compensation.

Second or third shift employees who serve on jury duty shall be temporarily transferred to day shift for pay purposes only, without loss of pay.

## ARTICLE XIV - SHORT-TERM LEAVE OF ABSENCE

### 14.3.5 Leave for Jury Duty (Continued)

Employee shall return to work during their regular shift when they serve only a partial day on jury duty. However, an employee shall be excused from work for the day if the actual time of jury service, including reasonable travel time, equals or exceeds seventy-five percent (75%) of the hours in the employee's normal workday.

Employees shall submit to their immediate supervisor documentation of completion of jury service or judicial appearance within twenty-four (24) hours of return to work.

### 14.4 Compensation

Unless specifically authorized herein, Short-Term Leave shall be without compensation.

## ARTICLE XV - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

### 15.1 Eligibility

Industrial Accident and Illness Leave shall be available to members of the bargaining unit as authorized by Education Code Section 88192, the Labor Code, and other applicable Workers' Compensation Laws. Leave taken under this Article that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with leave provided under Article 30.1.

### 15.2 Definition

For the purposes of this Article, an Industrial Accident or Illness Leave shall be defined as disability absences resulting from an injury or illness, as determined to be a valid Workers' Compensation claim by the District's Workers' Compensation insurer or Claims Administrator, or the Workers' Compensation Appeals Board. If a Workers' Compensation claim is denied, the affected unit member may appeal his/her claim to the Workers' Compensation Appeals Board pursuant to sections 5270 et. seq. and sections 5300 et. seq. of the Labor Code and other applicable laws.

### 15.3 Notification

The District shall provide unit members when first employed and annually thereafter, with written notification of their rights, benefits and obligations under workers' compensation laws including but not limited to unit members' rights pursuant to Title 8, Section 9782 of the California Code of Regulations, to select medical care in the event of accident or illness. The District shall, post and keep posted in conspicuous locations frequented by unit members, a notice of their rights, benefits, and obligations under workers' compensation laws as per Title 8 of the California Code of Regulations, Section 9881. Other relevant notification requirements as specified by the Labor Code or the California Code of Regulations shall also apply.

### 15.4 Application for Industrial Accident and Illness Leave

A unit member shall report to his/her immediate supervisor any incident in the workplace that involves or may involve injury or illness immediately or as soon as possible after the occurrence.

Separate applications for leave shall be made to the unit member's immediate supervisor for each time reporting period only on the District provided Industrial Accident Leave Card.

Each application shall be accompanied by the treating physician's signed statement, either on the District's prescribed forms or on the physician's official stationery, specifying the duration of the leave.

## ARTICLE XV - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

### 15.5 Leave Allowance

As authorized by Education Code 88192, the District provides a total of up to sixty (60) days of full pay leave for each industrial accident or illness commencing on the first day of absence. For the purposes of this Article, a full day of leave is equivalent to the unit member's usual workday. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness/injury, but in no event shall the leave exceed sixty (60) days. Industrial Accident or Illness Leave shall not accumulate from year to year.

Industrial Accident Leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

In the event that an absence has not been approved as a valid Industrial Accident or Illness Leave when the payroll for the unit member is being computed, the unit member's normal Sick Leave balance will be charged for any absences which have been supported by a physician's written statements. Upon subsequent notification that the absence has been accepted as an Industrial Accident or Illness Leave the regular Sick Leave balance will then be adjusted to its previous balance.

### 15.6 Compensation

The District provides the unit member his/her regular salary during the first sixty (60) working days of each approved industrial accident claim commencing of the first day of absence. Thereafter, the unit member will have the option of receiving his/her regular pay utilizing any temporary disability allowance he/she is receiving combined with accumulated Sick Leave, accumulated compensatory time off, accrued vacation and/or half pay Sick Leave. The amount of sick or other paid leave will be used only in the amount needed to provide the normal wage or salary. If the unit member chooses not to utilize any paid leave(s) he/she must notify the District Payroll Department in writing of this intent prior to the leave(s) being used.

In no event shall the unit member, for any period of disability, receive compensation greater than his/her normal salary.

A unit member on paid leave due to an industrial illness or injury is entitled to all salary increases he/she would normally receive.

If a draft or check received by the unit member representing temporary disability benefits payable under the Workers' Compensation laws for a period of disability for which the unit member is receiving full salary shall be endorsed and given to the District.

## ARTICLE XV - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

### 15.6 Compensation (Continued)

Approved costs related to medical care, temporary and permanent disability payments, vocational rehabilitation, travel expenses and death benefits shall be paid as required by law.

### 15.7 Return to Work

Prior to returning from a work related injury or illness, unit members must provide a written clearance from the treating physician indicating fitness to return to work. The District may require at its expense a medical evaluation prior to the unit member's return to work. If necessary the District shall provide a description of job duties to the physician(s) for use in determining the unit member's fitness to return to work. In cases where the unit member has been on leave for thirty (30) calendar days or more, the unit member must provide a written clearance from the attending physician(s) not less than three (3) workdays prior to the returning to work.

Upon return to work, the unit member shall file within five (5) days for any remaining leave taken and not covered under previous applications.

Return to work with work restrictions shall be at the discretion of the District.

### 15.8 Unpaid Health Leaves

After all paid leaves have been exhausted, and the unit member is not medically cleared to report return to work, the unit member may request an unpaid leave. Approval of such request shall be at the discretion of the District.

### 15.9 Absence Beyond Expiration of All Leaves

15.9.1 When all available paid or unpaid leaves of absence have been exhausted and the unit member is not medically cleared to resume the regular duties of his/her position, the unit member shall either retire, if eligible; resign, or be dismissed for reasons of health. The unit member's name shall be placed on a reemployment list for a period of thirty-nine (39) months.

ARTICLE XV - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

15.9.2 If the unit member is medically cleared by the District during the thirty-nine (39) month period, the unit member shall be reemployed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of District funds.

A unit member who has been medically cleared by the District for return to duty, and is not placed in a regular position or who refuses to accept an appropriate assignment, shall have his/her name removed from the reemployment list upon expiration of the thirty-nine (39) month reemployment period.

15.9.3 A unit member unable to return to work in his/her regular assignment or whose position cannot be modified shall be notified of and entitled to vocational rehabilitation training as prescribed by law.

15.10 Absence from State

Any unit member receiving benefits as a result of this section, shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

Effective Jan 1, 2008-December 31, 2008								
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A	2,213	2,323	2,440	2,563	2,691	2,825	2,967	3,116
B	2,291	2,406	2,527	2,654	2,787	2,926	3,073	3,226
C	2,374	2,493	2,617	2,748	2,886	3,030	3,182	3,342
D	2,459	2,582	2,712	2,848	2,991	3,141	3,298	3,463
E	2,550	2,678	2,812	2,954	3,101	3,257	3,420	3,592
F	2,647	2,780	2,920	3,065	3,219	3,380	3,550	3,728
G	2,751	2,888	3,032	3,184	3,344	3,511	3,688	3,872
H	2,859	3,002	3,152	3,310	3,476	3,651	3,833	4,025
I	2,975	3,123	3,280	3,444	3,616	3,797	3,988	4,187
J	3,096	3,251	3,414	3,586	3,765	3,954	4,152	4,360
K	3,226	3,387	3,558	3,735	3,923	4,119	4,326	4,542
L	3,364	3,532	3,708	3,894	4,089	4,295	4,509	4,735
M	3,509	3,685	3,869	4,063	4,267	4,480	4,704	4,941
N	3,663	3,847	4,040	4,242	4,454	4,677	4,912	5,157
O	3,826	4,018	4,219	4,431	4,653	4,886	5,131	5,388
P	3,999	4,201	4,410	4,631	4,863	5,107	5,363	5,632
Q	4,183	4,393	4,613	4,845	5,087	5,342	5,609	5,890
R	4,378	4,598	4,828	5,070	5,324	5,591	5,871	6,165
S	4,585	4,815	5,055	5,309	5,574	5,854	6,147	6,455
T	4,803	5,044	5,297	5,562	5,841	6,134	6,440	6,763
U	5,036	5,287	5,553	5,830	6,122	6,430	6,752	7,089
V	5,281	5,545	5,824	6,115	6,422	6,744	7,081	7,436

	<u>CLASSIFICATION TITLES</u>	<u>RANGE</u>
t	Alarm Maintenance Technician	M
	Athletic Equipment Attendant	C
	Athletic Groundskeeper	F
	Athletic Trainer	P
t	L Buildings & Grounds Trades Coordinator	R
	L Custodial Crew Leader	H
	Custodian	C
	Delivery Driver	(*) E
t	Electrician I	N
t	L Electrician II	Q
t	L Energy Management Computing Systems Operator	S
t	L Equipment Maintenance Specialist	R
t	Equipment Repair Technician I	M
t	Equipment Repair Technician II	P
	Gardener-Groundskeeper	H
	L Grounds Crew Leader	N
t	HVAC Mechanic	N
t	L HVAC Technician	Q
	Irrigation Technician	K
t	Locksmith	K
t	Machinist	P
t	Maintenance Trades Person / Building and Grounds	P

t	Maintenance Worker / HVAC Electrical	K
	Material Control Specialist	G
t	Painter I	K
t L	Painter II	N
t	Planner Estimator	M
t	Plumber I	N
t L	Plumber II	Q
	Pool Attendant	C
L	Senior Custodial Crew Leader	N
L	Senior Material Control Specialist	J
	Stock Clerk I	G
	Stock Clerk II	J
t	Technology Repair & Support Technician	P
	Theatre Technician	K
	Tree Maintenance Gardener	I
	Utility Worker	J
t	Vehicle Mechanic I	N
t L	Vehicle Mechanic II	Q

NOTES:

( t ) Classification designated as “TRADE” for the purpose of Out-Of-Class pay calculations.

( L ) Classification designated as “LEAD” for the purpose of Out-Of-Class pay calculations.

( \* ) + 5% additive for hazardous duty for positions which regularly transport money/checks.

ARTICLE XVI - WAGES

CLASS TITLES - PLACEMENT OF CLASSES ON SALARY RANGES (Continued)

<u>CLASSIFICATION TITLES</u>	<u>RANGE</u>
Tree Maintenance Gardener	25
Utility Worker	32
t Vehicle Mechanic I	38
t L Vehicle Mechanic II	42

NOTES:

- (t) Classification designated as "TRADE" for the purpose of Out-Of-Class pay calculations.
- (L) Classification designated as "LEAD" for the purpose of Out-Of-Class pay calculations.
- (\*) + 5% additive for hazardous duty for positions which regularly transport money/checks.

16.2 Employer "Pickup" Program of Retirement Contributions

The District agrees to implement Employer "Pickup" Program of employee contributions to PERS under Internal Revenue Code 414(h)(2). This allows the employee's gross salary to be reduced by the amount the employee contributes to PERS. Both federal and state taxes would be computed based upon this reduced gross.

It is agreed that this "pickup" shall not be construed as requiring an increase or decrease in compensation for any employee and that employee contributions to PERS are still considered part of the employee's compensation for all purposes except tax deferral under the Employee "Pickup" program.

It is agreed that the District has made no representation regarding tax or other consequences of the Employer "Pickup" Program with regard to any particular employee or group of employees and that any questions by any employee should be directed to his or her personal financial, legal, or tax advisor.

*16.1 Amended 03-07*

## ARTICLE XVI - WAGES

### 16.3 Educational Incentive Program

16.3.1 Advancement to Step F may be obtained as follows:

- a. Through participation in the Educational Incentive Program as described in Article VI or
- b. Upon completion of ten (10) years continuous service with the District as a regular classified monthly employee with five (5) years continuous service at Step E. The employee may apply for advancement as early as the first of the month preceding completion of the required service. Advancement will be effective on the first of the month following application and completion of required service.

### 16.4 Initial Salary Placement

Initial salary placement of newly hired monthly employees shall be on the first step of the appropriate range. Employees with eighteen (18) months of verified, paid and related job experience, shall be moved to Step B of the appropriate range. The Chancellor may authorize a higher step placement (not to exceed Step E) within the appropriate range when it is considered to be in the best interest of the District.

### 16.5 Service Increments

Employees shall be granted a one-step salary increase on the first of the month which is concurrent with or immediately following the satisfactory completion of one (1) assignment year of service until Step E of the range is reached.

## ARTICLE XVII - SHIFT DIFFERENTIAL

- 17.1 Any employee covered by this Agreement assigned to work a regular, continuing shift of eight (8) hours or more in any one (1) workday in which one-half (1/2) or more of the shift is worked before 8:00 a.m. or after 6:00 p.m. shall be entitled to .01 salary differential for each regularly scheduled day within the workweek to a maximum of five percent (5%) of the monthly salary.
- 17.2 Any employee covered by this Agreement and not covered by 17.1 above, and assigned to work a regular, continuing shift of eight (8) hours or more in any one (1) workday in which one-half (1/2) or more of the shift is worked before 10:00 a.m., shall be entitled to .004 salary differential for each regularly scheduled day within the workweek to a maximum of two percent (2%) of the monthly salary.
- 17.3 Any employee covered by this Agreement assigned to work a regular, continuing schedule of eight (8) hours per day, in which one-half (1/2) or more of the shift is worked between 10:00 p.m. and 4:00 a.m. shall be entitled to 1.5 percent salary differential for each regularly scheduled day within the workweek to a maximum of seven and one-half percent (7.5%) of the monthly salary and have a one-half (1/2) hour luncheon break included within the eight (8) hour shift.
- 17.4 Employees covered by this Agreement who are transferred on a short-term basis to a non-shift assignment shall continue to receive shift differential pay. For purposes of calculating shift differential, short-term is defined as five (5) workdays, of any combination of shift differential assignments, within any pay period.
- 17.5 Shift employees required to work a non-shift assignment during a semester break shall continue to receive a shift differential for the duration of the semester break.

## ARTICLE XVIII – DISCIPLINE AND EMPLOYEE RIGHTS

- 18.1 All employees have the right to have a Union steward and/or a Union staff representative present at any meeting with supervisors or management representative when meetings are disciplinary in nature or when the employee reasonably believes disciplinary action might result.
- 18.2 The District shall maintain the right to discipline, reprimand, suspend with or without pay, demote or discharge any employee; and the employee, through the Union, shall have the right to grieve that action.
- 18.3 The employee's official personnel file shall be maintained in the District's Human Resources office. The personnel file shall be kept in confidence and shall be available for inspection only by the employee, a representative of SEIU (with the employee's written permission or when accompanied by the employee) or by the supervisor of the employee or an authorized administrative employee of the District when actually necessary in the proper administration of the District's affairs.
- 18.4 Employees shall be provided a copy of all adverse written material to be placed in his/her personnel file, except pre-employment and employment examination materials excluded by law, and shall have the right to initial any such material to indicate having read same. Any employee shall have the right to rebut in writing any material, except that excluded by law, which is placed in his/her personnel file. The rebuttal shall be placed in the employee's personnel file.
- 18.5 Upon request of the employee, any material related to a specific incident, discipline matter, or unsatisfactory job performance for which there has been no reoccurrence for two (2) years shall be placed in a separate sealed envelope which shall be retained in the official personnel file. This sealed envelope may not be opened except with the approval of the Assistant Chancellor, Human Resources. In no case will material more than two (2) years old be considered in disciplinary action or grievances.
- 18.6 No employee can be disciplined for any incident after sixty (60) calendar days following the occurrence or knowledge of said incidence by the District except in the following circumstances:
- a. Those circumstances where the act or omission or other allegation is also the subject of criminal investigation or criminal prosecution;
  - b. The investigation involved an employee who is incapacitated or otherwise unavailable;
  - c. The investigation involves a matter in civil litigation where the employee is named as a party defendant;

## ARTICLE XVIII – DISCIPLINE AND EMPLOYEE RIGHTS

- d. The investigation involves a matter in criminal litigation where the complainant is a criminal defendant;
- e. The investigation involves an allegation of worker's compensation fraud on the part of the employee

In the cases involving (a) through (e), no employee can be disciplined for any single incident beyond one (1) year following the occurrence or knowledge of said incident by the supervisor.

In the case where an employee demonstrates either continuing or repeated problems, or several infractions which all relate to a serious behavior, performance, or attitude problem, the employee may be disciplined on all such incidents occurring within a two (2) year period.

- 18.7 An employee absent from duty without permission for five (5) consecutive workdays shall be considered to have voluntarily resigned.
- 18.8 An employee may be summarily discharged during the first twelve (12) months of employment as a regular monthly employee, at the sole discretion of the District, without recourse to the grievance procedure.
- 18.9 Due Process (See Appendix D for provisions of Constructive Action Plan)
  - 18.9.1 When problems arise in the performance of assigned duties and responsibilities, the District will attempt to assist the employee in correcting those problems. Should discipline be warranted, such discipline shall be administered progressively, beginning with a measure appropriate to the severity of the infraction.
  - 18.9.2 All permanent employees are eligible for a pre-disciplinary hearing conducted by the appropriate management employee next in line to the recommending supervisor, prior to the implementation of any disciplinary action more severe than a five (5) day suspension.

For disciplinary suspensions equal to or less than five (5) days, the employee shall be provided a written notice following imposition of the discipline that includes:

- 1. A statement of the acts or omissions upon which the suspension is based;
- 2. A statement of the District rule or regulation violated; A statement of any right to file a grievance.
- 4. A statement that the employee may be eligible for the Constructive Action Program which, if approved, will cause the original implemented discipline to be rescinded and held in abeyance.

## ARTICLE XVIII – DISCIPLINE AND EMPLOYEE RIGHTS

### 18.9.2 (Continued)

Permanent employees suspended under this provision shall have the right to appeal the action after implementation of the suspension under Article 21, beginning at Step 4.

18.9.3 In all cases involving a pre-disciplinary hearing, notice shall be made in writing and served upon the employee in person or by registered or certified mail and shall include:

18.9.3.1 The proposed disciplinary action,

18.9.3.2 A statement of charges,

18.9.3.3 The rule, regulation, practice, or policy violated,

18.9.3.4 Statement of employee's right to review or receive copies of any documents of evidence,

18.9.3.5 Statement of employee's right to respond orally or in writing or both,

18.9.3.6 Statement that the employee may be eligible for the Constructive Action Program and

18.9.3.7 Statement of the employee's right to have representation.

18.9.4 The hearing date and time shall be set no sooner than seventy-two (72) hours after delivery of the written notice, unless an earlier date is mutually acceptable or an emergency situation exists.

18.9.5 After the informal hearing has been concluded and all pertinent facts have been reviewed, the hearing officer shall notify the parties in writing of the final decision within twenty (20) calendar days of the hearing.

18.9.6 An employee who is deprived of salary as a result of the hearing officer's decision to suspend, demote, or dismiss the employee, may grieve the decision beginning at Article 21, Section 21.2.4, Mediation, Step 4 of the grievance procedure.

ARTICLE XIX - SUBCONTRACTING

- 19.1 The District reserves the right to contract out any work permitted by statute now being performed by unit employees. No later than One Hundred Eighty (180) days prior to contracting out the work, the District shall consult with the Union. The District shall attempt to relocate employees affected by subcontracting.

## ARTICLE XX - MANAGEMENT RIGHTS

### 20.1 Maintenance of Operations

It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.

The Union agrees that neither the Union nor any person acting in its behalf shall cause, authorize, engage in, or sanction a strike against the District, or the concerted failure to report to duty.

The Union further agrees it shall not cause, engage in, encourage, or assist in any strike or similar action or conduct on the part of other employee organizations of the District.

Nothing contained in this Agreement shall be construed to restrict or limit the District in its right to seek and obtain judicial relief as it may be entitled to have under law for any violation of this or any other Article; and, to take such action as it deems necessary to discipline any employee for violation of this Article. Employees shall not be entitled to any wages while engaged in any strike, work stoppage, or other interruption of work.

### 20.2 Management Rights

The District, on its own behalf and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities not specifically modified by the terms and conditions of this Agreement.

## ARTICLE XXI - GRIEVANCE PROCEDURE

### 21.1 Definitions and General Provisions

- 21.1.1 A grievance may be filed whenever a party alleges that there has been a violation of the terms of this Agreement.
- 21.1.2 An immediate supervisor means the individual who assigns, reviews, and directs the work of the grieving employee.
- 21.1.3 A grievant is an employee, a group of employees, or the Union.
- 21.1.4 An employee representative is an individual designated by the Union.
- 21.1.5 The failure of the Union, or the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. Management's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 21.1.6 An investigation or other handling or processing of any grievances shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving employee or of the staff.
- 21.1.7 Days shall mean calendar days.
- 21.1.8 Reference to any management representative shall include designee.
- 21.1.9 The grievant shall have the right to be accompanied by a Union representative at each step; but, when the grievant is an employee, the grievance cannot be processed to Mediation or Arbitration without the approval of the Union except in the case of appeal of termination.

### 21.2 Procedure

For purposes of this Section timelines herein may be extended by mutual agreement of the parties. Neither party waives its right to assert timeliness as a defense absent an agreement to mutually extend the timelines. (See Grievance Form – Appendix E)

## ARTICLE XXI - GRIEVANCE PROCEDURE

### 21.2.1 Step I - Immediate Supervisor

- 21.2.1.1 No later than thirty (30) days after an alleged grievance occurs, or within thirty (30) days of when the grievant could reasonably have known of the occurrence, the unit member shall request a conference with his/her immediate supervisor to discuss the grievance. The unit member shall meet with his/her immediate supervisor to discuss the alleged grievance in an attempt to resolve it.
- 21.2.1.2 The immediate supervisor shall make his/her decision regarding the outcome of the above meeting known in writing to the grievant and SEIU, if applicable, within four (4) days of the meeting.
- 21.2.1.3 If the grievance is not resolved at this level the unit member may proceed to Step II by formally filing a grievance form.

### 21.2.2 Step II - Manager above Immediate Supervisor

Within twelve (12) days of receipt of the Step I response, if the grievance was not resolved at Step I, the grievant shall present the grievance in writing on the District grievance form to the appropriate manager who has direct authority over the immediate supervisor from Step I. On this form the grievant shall include a clear and concise statement of the grievance, the specific article(s) alleged to have been violated, the circumstances involved, the specific remedy sought, and a copy of the decision rendered at the informal conference. The manager shall meet with the grievant in an attempt to resolve the grievance within twelve (12) days of the receipt of such grievance. The manager shall provide a written decision to the grievant and SEIU, if applicable, within twelve (12) days of the meeting.

### 21.2.3 Step III - President/Assistant Chancellor

Within twelve (12) days of the receipt of the written decision in Step II (or Step I, if appropriate) above, the grievant may present the grievance in writing to the President or Assistant Chancellor as appropriate within the campus or District offices. The written statement shall include a copy of the original grievance, a copy of the decisions rendered at previous levels, and a clear, concise statement of the reasons for the appeal to Step III. The President or Assistant Chancellor shall meet with the grievant in an attempt to resolve the grievance within twelve (12) days of the receipt of such grievance. The President/Assistant Chancellor shall provide a written decision to the grievant and SEIU, if applicable, within twelve (12) days of the meeting.

## ARTICLE XXI - GRIEVANCE PROCEDURE

### 21.2.4 Step IV-Mediation (Optional)

- 21.2.4.1 If the grievance is not resolved at Step III either party may request mediation. However, both parties must agree to the use of the mediation process. Such request shall be made in writing to the Assistant Chancellor, Human Resources within fourteen (14) days of the Step III decision. Both parties shall be notified when the request for mediation is made.
- 21.2.4.2 If the use of mediation is agreed to, within fourteen (14) days of receipt of the request for mediation, the Human Resources office shall request the services of the California Mediation Service.
- 21.2.4.3 The mediation session shall be scheduled at the earliest date that the mediator is available.
- 21.2.4.4 The mediator shall meet with the parties in an effort to resolve the grievance. The mediator shall have no authority to impose a settlement upon the parties.

### 21.2.5 Step V - Arbitration

- 21.2.5.1 A grievance that is not settled at Step III or at Step IV, if applicable, may be submitted to Arbitration as provided herein, only if SEIU gives written notice to the District of its desire to arbitrate the grievance. Issues relating to matters of retroactive payments and discipline including termination will be submitted to advisory arbitration. All other allegations of violation of this Agreement will be submitted to binding arbitration.

The request for arbitration shall be made in writing to the Assistant Chancellor, Human Resources within thirty (30) days of the Step III decision or within thirty (30) days of the completion of the Step IV mediation process.

### Appeal of Discipline

A unit member who is appealing discipline subject to the grievance process may file the request for arbitration without the SEIU's concurrence. An appeal of discipline (request for advisory arbitration) shall be made in writing to the Assistant Chancellor, Human Resources within ten (10) days of the date of the final notice of discipline.

## ARTICLE XXI - GRIEVANCE PROCEDURE

- 21.2.5.2 The parties will share equally the real costs (after reimbursement for mandated costs) of the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- 21.2.5.3 Within forty-five (45) calendar days after final submission of the grievance to the arbitrator, he/she shall present his/her written decision to the grievant and the District. In the case of issues subject to binding arbitration the decision shall be final and binding upon the parties in the dispute. In the case of issues submitted to advisory arbitration, either the grievant or the District may appeal the advisory decision of the arbitrator to the Board of Trustees within thirty (30) days after receipt of such advisory decision. Thereafter, the Board of Trustees shall make the final decision within forty-five (45) days.
- 21.2.5.4 The arbitrator will have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but will determine only whether or not there has been a violation, misapplication, or misinterpretation of the express provisions of this Agreement in the manner alleged in the grievance. The arbitrator shall have no power to establish salary structures. The decision of the arbitrator will be based solely upon the evidence and arguments presented to him/her by the parties in the presence of each other and upon arguments presented in briefs. The arbitrator shall not consider any issue raised by the grievant unless it was known by the District in an earlier step of this grievance procedure. The arbitrator shall have no power to render an award on any grievance initiated before the ratification of this Agreement by both parties.

The parties reserve their rights to appeal the arbitrator's decision pursuant to applicable law.

### 21.3 Restrictions

If the employee files any grievance other than under this procedure, then the District shall not be required to process the same claim or set of facts under this procedure.

## ARTICLE XXII - SEPARABILITY AND SAVINGS

- 22.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative; but, all other provisions shall not be affected thereby and shall continue in full force and effect.
- 22.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate negotiations, upon the request of the Union or the District, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, then both Parties shall have recourse through the grievance procedure.

## ARTICLE XXIII - EVALUATION

The purpose of the evaluation process is to promote professional growth and to provide constructive feedback on job performance. During the period preceding the scheduled evaluation, the evaluator shall provide adequate counseling to the employee to assist him/her in meeting department and District standards for satisfactory performance.

### 23.1 Evaluation Responsibilities

23.1.1 The employer retains sole responsibility for the evaluation and assessment of the performance of each employee, subject to the following procedural requirements.

23.1.2 The parties agree an evaluator shall have directly observed and supervised an employee's work for no less than three (3) months prior to evaluation. An employee in the bargaining unit shall not formally evaluate another bargaining unit employee.

At the time of employment, the employee shall be provided with a current job description and informed of the standards, objectives, and criteria the evaluator intends to use in the evaluation in accordance with District Performance Appraisal Manual 4300.2.

23.1.2.1 Portions of the evaluation reports may be utilized for the purpose of counseling, recording work performance, commendation or promotion of the employee. No one shall have access to the employee's evaluation report except the appropriate District supervisors and managers. The employee shall have the right to obtain upon request a copy of all the evaluation reports on file.

### 23.2 Evaluation Procedure for Probationary Employees

23.2.1 The immediate supervisor shall prepare a formal evaluation for probationary employees prior to the end of the third (3rd) month of service and prior to the completion of the tenth (10th) month of service.

23.2.2 If the employee is promoted and/or has a change of supervisor prior to the completion of his/her initial probationary period and before the completion of two (2) evaluations as called for in 23.2.1, the two (2) evaluations must be completed even if these evaluations do not conform to the aforementioned timelines.

23.2.3 Promoted employees shall be evaluated by their immediate supervisor during the third (3rd) and fifth (5<sup>th</sup>) month after the start of their new assignment.

## ARTICLE XXIII - EVALUATION

### 23.3 Evaluation Procedure for Permanent Employees

The immediate supervisor shall prepare an evaluation report every two (2) years in the month of the anniversary date of the employee's current assignment. By mutual agreement between the supervisor and the employee, the evaluation report can be prepared at the end of the school year instead of the anniversary date.

### 23.4 Evaluation Conference

23.4.1 The immediate supervisor shall confer with the employee on the subject of evaluation. At the time of the evaluation conference, the immediate supervisor shall discuss the evaluation with the employee and, if applicable, give suggestions for improvement. The employee's immediate supervisor shall give him/her a copy of the evaluation document and make available the Performance Appraisal Manual at least two (2) workdays prior to the evaluation conference. The Performance Appraisal Manual should be returned following the conference.

23.4.2 Each evaluation shall reflect the judgment and review of the immediate supervisor and the administrative officer immediately associated with the employee being rated. Any category evaluated as "Does Not Meet Standards" shall include written recommendations for correction that shall be discussed with the employee. Any employee who has reason to question any aspect of his/her performance rating has the right to request a review of his/her evaluation by the supervisor/manager at the next higher level. The supervisor's initial evaluation may be modified based upon this review. The employee shall have a right to file a written rebuttal to be attached to the evaluation.

23.4.3 Evaluation forms shall be signed by both supervisor and the employee. Signing of the evaluation form does not necessarily mean the employee is in agreement with the evaluation, but shall signify that he/she has reviewed the evaluation and received a copy of it. One (1) copy of the evaluation form shall be retained by the employee and one (1) copy of the evaluation form shall be retained by the supervisor. The results of the evaluation shall not be grievable.

### 23.5 Progress Evaluation

Progress on individual categories shall be discussed with the employee and documented by memo. An immediate supervisor may conduct a progress evaluation utilizing the evaluation form only when an employee has received a less than "Meets Standards" on the overall rating. Progress evaluations shall be limited to no more than twice per year unless monitored by a third party appointed by the Assistant Chancellor, Human Resources. The evaluating supervisor/manager must provide the employee with an action plan that outlines improvements needed and reasonable time lines for improvement.

## ARTICLE XXIII - EVALUATION

### 23.6 Commendation of Work Performance

A commendation of work performance for an employee may be prepared at any time by his/her supervisor. Commendation reports shall be used for recording formal commendations for outstanding performance.

### 23.7 Terms Defined:

"Permanent Employee" - an employee who has satisfactorily completed the probationary period of one (1) year and who has been appointed by the Board of Trustees as a permanent employee.

"Probationary Employee" - an employee who is serving the probationary period of one (1) year.

"Permanent/Probationary Employee" – an employee who is in a permanent status with the District but serving a six (6) month probationary period due to a promotion.

23.8 The District agrees that supervisors and managers who have evaluation responsibilities shall be provided with a copy of the District Performance Appraisal Manual for the Operations Unit. The District shall assure that such supervisors and manager follow the performance appraisal guidelines contained in that manual, and, if not, the evaluation process will be re-executed following those guidelines. Additionally, all bargaining unit members shall have access to a copy of the Performance Appraisal Manual upon request to their immediate supervisor.

23.9 Effective January 1, 2007 a task force made up of three (3) representatives each from management and the union will meet to review the evaluation instrument and process and bring recommendations back to the respective parties.

*23.9 Added 3-07*

## ARTICLE XXIV - CLASSIFICATION OF POSITIONS

24.1 All unit positions will be classified with a designated title, statement of duties to be performed, and shall be allocated to a salary range.

### 24.2 Definitions

"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.

"Reorganization" for the purposes of causing a review of positions affected by a reorganization shall mean: any change in administrative structure that affects the duties assigned to a position since the last time it was studied, creation of a new assignment for the employee, or an increase or decrease in staffing that causes a change in the assignment of an employee. The District agrees to provide notice to SEIU of such reorganization as defined herein and agrees to meet and negotiate with respect to any impacts and effects within the scope of representation upon a timely demand to bargain from SEIU.

"Range Reallocation" is a change made to the salary schedule range placement of an existing classification.

24.3 When an incumbent has reason to believe that his/her position has evolved because of a gradual accretion of duties to an assignment that may be outside the regular classification, they may initiate a request for review through the Classification and Compensation Office. This review may also be initiated by the District, the supervisor, or manager.

24.3.1 The District Classification and Compensation Office will provide the forms to the individual initiating the review.

24.3.2 The requests for review of a position(s) will be no more than once in a twenty-four (24) month period. The window period for submitting the review requests shall be limited to January 1 through the last working day in February each year. Positions affected by a reorganization of the District may be reviewed at any time.

24.3.3 The review and determination shall be targeted for completion by the District in one hundred and twenty (120) calendar days following receipt of the request in the Classification and Compensation Office. The employee and SEIU will be notified in the event the review cannot be completed within the one hundred and twenty (120) days. The time period for the extension shall be reasonable.

## ARTICLE XXIV - CLASSIFICATION OF POSITIONS

### 24.3.3 (Continued)

The findings of the analyst shall be final and shall not be grievable.

If the determination is that the position should be downgraded, a subsequent mandatory meeting will be held with the Hay analyst, unit member, supervisor, and next level manager prior to a final decision being rendered.

24.4 The position will be recommended for reclassification if it is determined that the duties assigned are not appropriate for the classification.

24.4.1 The President/Assistant Chancellor will either remove the additional duties or will forward the recommendation to the Board of Trustees for final approval. If the recommendation is disapproved, those duties which resulted in the reclassification will be removed.

24.4.2 When a position is reclassified, an incumbent who has served one (1) year in the position and who is determined to be qualified by Human Resources will be recommended for reclassification in the new position.

24.4.3 When an incumbent is reclassified, he/she shall be placed on the new range in accordance with the District's promotional salary rule.

24.4.4 If the reclassified position is vacant or if the incumbent has not served for one (1) year in the position, it will be filled by the competitive process approved by the District.

### 24.5 New Classifications

If the District creates a new job classification or substantially changes duties on an existing classification covered by this Agreement, the District and SEIU shall meet to negotiate whether or not such position is to be included within the bargaining unit, the rate of pay to be assigned to such position and the appropriate job family for the position. In the event there is a dispute concerning the inclusion of the position within the bargaining unit, either party may petition the Public Employment Relations Board for unit determination. If there is a dispute regarding the appropriate rate of pay, minimum qualifications, or job title to be assigned to the position, the parties shall meet and negotiate regarding the dispute.

*24.3.3 Amended 3-07*

## ARTICLE XXIV - CLASSIFICATION OF POSITIONS

### 24.6 Abolition of a Position or Class of Positions

24.6.1 The District recognizes the right of the Union to bargain the impact of decisions affecting the classification and/or organization of work. Bargaining on such issues shall first be deferred to the consultation process defined under Article 29.

24.6.2 Impact of restructure or redistribution of work due to freezing of vacant positions may be brought to the consultation process as noted above.

24.5.3 The District shall notify SEIU by letter in advance if an occupied position or classification is proposed to be abolished. The District shall notify SEIU in writing if an unoccupied position is proposed to be abolished.

### 24.7 Salary Range Reallocation

When the District or representative of SEIU believe that a substantial number of the employees in a classification have had a significant change or impact to the work assigned to that classification, a range reallocation review may be initiated. A request to review the range allocation may be made January 1 through the last working day in February each year. This request will be made on the "Request for Reallocation Form" to the Classification and Compensation Office. All requests must be signed by the District or SEIU representative and copies provided to the non-initiating party. These requests will be reviewed by the District's job evaluation consultant and the recommendations will be discussed collaboratively between the parties for final resolution.

### 24.8 Orientation

The District agrees to provide each year, upon request, an orientation of the reclassification/reallocation process to union leadership (field representative and District stewards).

## ARTICLE XXV - SAFETY

- 25.1 The Union and the District agree that the responsibility for safe working conditions is that of the Board, and the responsibility for the maintenance of safe procedures and practices is that of the employee.
- 25.2 Unit members and Union representatives shall report in writing any unsafe conditions that exist to the designated safety officer within the staff of the program. The report should include recommendations for remedial steps that may be taken.
- 25.3 It is District policy to encourage SEIU bargaining unit employees to report unsafe conditions. The designated safety officer shall give written response to reports of safety hazards, indicating current disposition and/or corrective action(s) in progress. Responses shall be sent within a reasonable time, permitting investigation, evaluation, and proposed determination.
- 25.4 Unit members shall not be required to work under conditions in which a clear and present danger to their health and safety exists. Employees may be assigned other duties, or to another duty station in cases where a hazard has caused a temporary displacement pending further investigation and/or determination.
- 25.5 Unit members shall be required to wear appropriate clothing determined by the designated safety officer; otherwise, employees may wear suitable clothing of their own choosing.
- 25.6 The District encourages employees to participate in the development of training programs related to safety by providing recommendations to the District Classified Employees Staff Development Committee.
- 25.7 The Union shall be entitled to have one representative on the District Safety Committee. If the representative has a third shift work schedule, released time under the provisions of Article II, Section 2.4 will be authorized to provide eight (8) hours sleep time plus travel time before the meeting.
- 25.8 The District agrees to provide to the employee a list of all locations where asbestos has been identified at the employee's work site.
- 25.9 In consideration of potential safety hazard to custodians, the District requires that when shorts are worn, the following provisions be met:
- a. Long pants are the preferable attire, but when warm weather makes the working environment uncomfortable, shorts may be worn. In areas of assignment where shorts are not appropriate due to safety considerations, supervisors may require that long pants be worn.

## ARTICLE XXV - SAFETY

- b. Shorts should cover the leg to at least mid-thigh. The garment should fit properly to allow freedom of movement to safely perform the tasks required of the position. The garment should not have tears, fringe, or other defects which could be caught or otherwise interfere with the safe performance of the custodial function.
- c. The employee is required to bring a pair of long pants when wearing shorts in case the shorts are determined by the immediate supervisor to provide a safety hazard. Before beginning the work shift, the employee must have prior approval of the supervisor to wear shorts. Denial shall be based on appropriate safety concerns.

Nothing in this Agreement, except as noted above, shall impede upon the employee's choice of suitable clothing per provision 25.5 of this Article XXV - Safety.

ARTICLE XXVI - UNIFORMS, SAFETY GLASSES, BADGES AND MILEAGE  
REIMBURSEMENT

26.1 Uniforms

If the District requires a uniform, (e.g. shirts, shoes, hats, jackets), then the uniform must be supplied by the District.

Effective January 1, 2001, the District will provide shirts to those maintenance and operations employees who voluntarily choose to wear them. These employees will be provided a minimum of five (5) shirts in January of each year. If a shirt is damaged during the course of his/her work the shirt will be replaced. A jacket or sweatshirt may be worn over the District provided shirt.

26.2 Identification Badges

Those maintenance and operations employees choosing not to wear the shirts provided by the District, will be required to wear a District provided ID photo identification (ID) badge while on duty except at those times when wearing the badge would be a safety hazard. The employee may choose to cover his/her last name. Badges damaged, lost, or destroyed in the course of his/her work will be replaced at District expense.

26.3 Safety Glasses

The District will pay the difference between the vision plan reimbursement and the cost for basic prescription safety glasses and frames excluding optional features for employees eligible under the vision plan when the employee also uses his/her safety glasses for everyday wear. The lenses and frame shall conform to the basic ANSI Z 87.1 requirements.

Repairs to safety glasses shall also be reimbursed up to fifty dollars (\$50.00) per calendar year. Goggles or a face shield shall be worn when, in the judgment of the supervisor, they are needed for safety.

26.4 Mileage Reimbursement

An employee of this unit who is required to utilize his/her personal vehicle in District business shall be compensated at the rate established by the employer. The employer shall consider the current Internal Revenue Service allowance in establishing this rate.

ARTICLE XXVI - UNIFORMS, SAFETY GLASSES, BADGES AND MILEAGE  
REIMBURSEMENT

26.5 Work Boot Allowance

Effective January 1, 2007, an employee may have access to work-boots from the manager. If approved, the employee will be reimbursed up to one hundred and forty-five dollars (\$145.00) each fiscal year upon proof of purchase of ANSI approved work-boots from vendors identified by the District.

Maintenance shall be the responsibility of the employee. A portion of the reimbursement allowance may also be used for work boot/footwear repair. Employees who are reimbursed for work-boots shall be expected to wear them while performing services for the District.

*26.5 Amended June 2007*

## ARTICLE XXVII - NON-DISCRIMINATION

### 27.1 Diversity and Equal Employment Opportunity Compliance

Discrimination in employment procedures because of political opinions or affiliations, or because of race, sex, national origin, religion, marital status, age, sexual orientation or physical handicap is prohibited by Board Policy. Information or referrals regarding such matters is available from the District Diversity and Equal Employment Opportunity Compliance Office or through the Union.

### 27.2 Employer-Employee Relations

Discrimination by the Employer or by the Union in employer-employee relations matters is defined under California Government Codes and administered by the Public Employment Relations Board. Inquiries concerning such issues should be directed to the Union, to the Assistant Chancellor, Human Resources, or to the Public Employment Relations Board.

27.3 Complaints concerning affirmative action or employer-employee relations matters shall not be grievable, but shall be resolved under established complaint resolution procedures.

## ARTICLE XXVIII - TRANSFERS

### 28.1 Definition of Transfer

A "transfer" is a change in the employee's work location to a position of same or equal classification. Equal classification shall be defined as classifications with the same salary range. An employee applying for a transfer in an equal classification within the bargaining unit shall meet the minimum qualifications for the classification for which they are applying.

#### 28.1.1 Voluntary Transfer

Plant Operations employees may request to move to another work site/shift within Plant Operations by submitting a Plant Operations Transfer Request form to the Operations Manager via their supervisory chain of command. Should a position vacancy occur at a particular work site/shift, transfer requests will be considered prior to filling the position via the District recruitment and selection procedure. Upon request by the employee, reasons that a request was not granted will be provided by the Plant Operations Manager. A Union representative may be included in the meeting if such representation is requested by the employee.

28.1.2 Unit members may request a transfer to another administrative unit by submitting a transfer application to the Human Resources Office.

### 28.2 Administrative Transfer

Employees, on a temporary or permanent basis, may be transferred to a similar position within the employee's standard classification when the needs of the District require such a change. Prior to making such a transfer the needs and interests of the affected employee will be considered. An employee permanently transferred shall be given written notice two (2) weeks before the transfer is made. Upon request by the employee, the Plant Operations Manager will meet and discuss the needs of the District with the employee. A Union representative may be included if such representation is requested by the employee.

ARTICLE XXIX – LABOR/MANAGEMENT COMMITTEE

- 29.1 A consultation committee shall be created to provide a means for consultation on matters outside the scope of representation and matters related to the administration of the Agreement.
- 29.2 The committee shall be composed of at least three (3) representatives from SEIU and at least three (3) representatives from administration. Both the administration and SEIU may request the presence of additional members to attend the committee meetings.
- 29.3 Meetings shall be held at the request of either party.
- 29.4 Meeting agenda and the time of meetings shall be subject to mutual agreement of the parties. Joint statements will be issued, when necessary, on the results of the committee.

ARTICLE XXX – FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS  
ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

30.1 FMLA/CFRA

30.1.1 Conditions

All leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/CFRA qualifying shall run at the same time as the leave provided for under the Family Medical Leave Act (FMLA)/ California Family Rights Act (CFRA). Each employee's annual entitlement shall be credited to the employee on July 1 of each fiscal year. Unused FMLA/CFRA Leave shall not accrue from year to year.

30.1.2 Eligibility

A unit member qualifies for a FMLA/CFRA Leave if he/she: (1) has been employed for at least twelve (12) months (need not be consecutive); and (2) has a minimum of 1250 (twelve hundred fifty) hours of service in the twelve (12) months preceding the leave.

30.1.3 Notice

Unit members wishing to take Family and Medical Leave must provide the District with at least thirty (30) days advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for FMLA Leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

30.1.4 Duration

FMLA/CFRA Leave credit can be used up to a maximum of twelve (12) weeks per entitlement year. Leaves of absence taken in accordance with this Agreement may exceed twelve (12) weeks; however, nothing in this Agreement is intended to extend the provisions of the FMLA/CFRA.

ARTICLE XXX – FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS  
ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

30.1.5 FMLA/CFRA Qualifying Reasons

Leaves taken for the following reasons are "FMLA/CFRA qualifying": (1) the birth of a child of the employee and to care for the newborn child; (2) the placement of a child with the employee for adoption or foster care; (3) providing for the care of the employee's parent, child, or spouse who has a serious health problem; or (4) because of a serious health condition that makes the employee unable to perform the functions of his/her position.

30.1.6 Medical Certification

Unit members shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA/CFRA Leave. Failure to do so may result in delay in granting the FMLA/CFRA Leave. Medical certification required when the unit member requests leave for the care of the employee's seriously ill child, spouse, or parent shall include: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) an estimate of the time the health care provider believes the unit member needs to care for the individual requiring the care; and (d) a statement that the serious health condition warrants the participation of a family member to provide care. Medical certification required for the unit member's own serious health condition shall include: (1) the date when the serious health condition began; (2) the probable duration of the condition; and (3) a statement that due to the serious health condition, the employee is unable to perform the functions of his or her position.

30.2 PREGNANCY DISABILITY LEAVE (PDL)

30.2.1 Conditions

A unit member affected or disabled by pregnancy related conditions, is eligible for an unpaid Pregnancy Disability Leave. Pregnancy Disability Leave shall run concurrently with FMLA only.

30.2.2 Eligibility

Pregnancy Disability Leave is available to both probationary and permanent unit members.

ARTICLE XXX – FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS  
ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

30.2.3 Duration

The duration of the Pregnancy Disability Leave, including any paid leave taken due to pregnancy related disability, shall not exceed four (4) months. At the conclusion of the four (4) month period, the unit member may request and if qualified be granted a leave under the provisions of the CFRA. Leaves of absence taken in accordance with this Agreement may exceed four (4) months; however; nothing in this Agreement is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

30.2.4 Medical Certification

The District shall require medical certification of disability if the absence is longer than five (5) days. Medical certification shall include the date of disability and the probable duration of the disabling condition.

30.2.5 Compensation

Leaves as described in this Article are unpaid, except to the extent that paid accrued leave is used concurrent with these leaves.

30.2.6 Maintenance of Health Benefits

The District shall maintain the unit member's health benefits coverage during the leave period as if the unit member were still actively working.

30.2.7 Reinstatement

The District shall reinstate a unit member on leave as provided for by this Article and the requirements of the law, to the same or an equivalent position with the same pay and benefits, upon the unit member's timely return from leave.

FMLA/CFRA qualifying Leave shall not be considered a break in service for purposes of promotion or seniority. Employees granted a FMLA/CFRA qualifying Leave shall retain all employment benefits accrued prior to the date leave began.

## ARTICLE XXXI – COMPUTER LOANS

- 31.1 Each fiscal year, the District will allocate twenty-thousand (\$20,000) for the purpose of providing computer purchase loans to unit members. Unit members may submit a request to SEIU to borrow from the Computer Fund an amount not to exceed two-thousand (\$2000) for the purchase of computer equipment and/or software. The specific timelines/application forms and procedures will be announced by SEIU to all unit members.
- 31.2 SEIU will submit a list of the selected employees to the District. Employees selected to receive interest-free loans will be notified by SEIU. All necessary paperwork will be included in the official notification from SEIU. All other applicants will be informed of their position on a waiting list. Notified employees must then submit a completed check request/payroll deduction form to the District within thirty (30) calendar days of the date of notification to the District. Failure to submit the appropriate paperwork within the thirty (30) day time frame shall result in forfeiture of the selected employee's loan option. The District will review and approve submitted paperwork. Upon approval the employee will be issued a check made out to the vendor as soon as practical. No bargaining unit member may receive a computer loan for two (2) consecutive fiscal years.
- 31.3 The employee will have the option to choose to purchase from any vendor currently used by the District.
- 31.4 Monthly payments will be determined by dividing the check amount by eighteen (18). Payroll deductions will begin on the next available pay period following the date on the check. There will be no penalty for early payoff.

## ARTICLE XXXII - DURATION OF AGREEMENT

- 32.1 This Agreement shall supersede any rules, regulations, or practices of the District which are or may be in the future contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the District.
- 32.2 For the duration of this Agreement, the Union and the District shall not be obligated to meet and negotiate with respect to any subject or matter, except those articles in the Agreement which specifically call for meeting and negotiating.
- 32.3 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 32.4 This Agreement becomes effective January 1, 2006, unless specifically stated otherwise and shall remain in effect up to and including December 31, 2008. The parties agree to reopen wages and benefits, and any additional articles as mutually agreed by the parties prior to July 1, 2006. Any economic improvements through December 31, 2008 will be paid from the Resource Allocation Formula (See Appendix C).

*32.4 Amended June 2007*

SEIU JOB FAMILIES FOR PURPOSES OF LAYOFF

<u>CUSTODIAL SERVICES</u> (CUST)	<u>EQUIPMENT REPAIR</u> Electronic /Mechanical (EQUP)	<u>TRADE FAMILIES</u> Specific
Senior Custodial Crew Leader 27	Equipment Maintenance Specialist 44	Carpentry (CARP)
Custodial Crew Leader 25	Technology Repair & Support Technician 42	Building & Grounds Trades Coordinator 43
Custodian -II 22	Electronic Media Equipment Repair Technician 40	Maintenance Trades Person/Building & Grounds 40
Custodian -I 19	Equipment Repair Technician -II 40	Utility Worker 32
<u>LANDSCAPE SERVICES</u> (LAND)	Equipment Repair Technician -I 38	Electrical (ETRD)
Grounds Crew Leader 27	<u>FACILITIES</u> (FACI)	Electrician -II 42
Tree Maintenance Gardener 25	Construction Inspector -I 49	Electrician -I 38
Irrigation Technician 25	Planner/Estimator 38	HVAC (HVAC)
Gardener/Groundskeeper 23	Miscellaneous (stand alone) (OTHR)	Energy Management Computing Systems Operator 45
Athletic Groundskeeper 21	Machinist 40	HVAC Technician -II 43
<u>WAREHOUSE / DELIVERY</u> (WHSE)	Locksmith 40	HVAC Mechanic 39
Senior Material Control Specialist 32	Alarm Maintenance Technician 38	Maintenance Worker /HVAC – Electrical 36
Stock Clerk -II 30	Theater Technician 32	Plumbing (PLUM)
Material Control Specialist 26	<u>EQUIPMENT REPAIR</u> Automotive (VEHI)	Plumber -II 42
Stock Clerk -I 24	Vehicle Mechanic -II 42	Plumber -I 39
Delivery Driver 24	Vehicle Mechanic -I 38	Painting/Drywall (P&DW)
<u>INSTRUCTIONAL SUPPORT</u> OTHER (ATHL)		Painter -II 42
Athletic Trainer 42		Painter -I 38
Pool Attendant 23		
Athletic Equipment Attendant 21		

Amended 3-07

**-This Section Deleted -**

*Amended 3-07*

**Final Agreement**  
**SEIU and the San Diego Community College**

**Allocation Formula**

Three-year term for settlement (2004-05 thru 2006-07)  
(Extended through 2007-08)

The District will develop a standard for a normally expected ending balance. Ending Balance exceeding this standard, will be reviewed carefully for possible reduction in subsequent fiscal years. The goal of this activity is to bring continuous revenue in line with continuous expenditures in the approved budget.

From the COLA and Growth funds available as described during each fiscal year below, each bargaining unit included in the formula shall have discretion over how its portion of these funds are distributed, provided they are used for improving the compensation or benefit levels of existing programs or reassigned time for the purpose of union business. If a bargaining unit wants to implement a new program, or modify workload, the terms and conditions of the new program or workload modification will have to be negotiated with the District.

Following past practices, employee unit salary or benefit increases in restricted programs are to be absorbed by the program's funding.

The District will annually prepare and make available upon request a market survey of the comparability of each bargaining/meet and confer unit's salary schedule to that of selected benchmark districts and the other four local community college districts. Based upon the results of this study, the District may choose to allocate additional resources to selected bargaining units from the District's share of resources from this allocation model.

*Amended 3-07*

2004-05

80% State COLA for employee unit salary/economic improvement to be distributed as an equal percentage among all units.

Full FTES scheduled growth for 2004-05 will be budgeted to offset COLA distributed to employee units 2004-05.

At the close of the fiscal year 2003-04 a determination will be made as to how much of the 2004-05 equalization revenues (if any) will be needed to balance the 2004-05 budget. This determined amount will be carried forward as a continuous revenue item to be used to balance the 2005-06 and 2006-07 budgets.

Equalization in excess of this amount will be allocated to cover increased costs to Health and Welfare benefits as of January 2005. Unused amounts will be reserved for future year Health & Welfare cost increases. These funds which will be called the Benefit Reserve will be applied in the following priority order:

1. To cover premium increases to fully fund Dental and Vision coverage.
2. To fully fund the least expensive Medical program.
3. To as much as possible raise the cap of the other medical plan to match the District contribution rate to what is covered in #2. If the other plan exceeds the cap of #2 no additional funding will be provided.
4. Hold any remaining funds in a reserve for future increases to be applied in the order noted.

This will be the only source of funds to cover increase Health & Welfare benefit costs. If costs exceed these available resources they will be borne by the employee, unless that bargaining unit elects to divert COLA or Growth resources to pay for benefit costs.

Any contribution by the equalization fund or the employee will not be counted as expenditures when determining if continuous revenue covered continuous expenditures. Should continuous revenue exceed continuous expenditures, 50% will go to the Benefit Reserve Account (continuous reserve) and 50% to increase the Reserve for Economic Uncertainty (continuous reserve).

If new continuous revenues become available through a new program, (not an increase in a current program or its shift from categorical to general apportionment) the District agrees to open discussion regarding the formula and the distribution of those new program dollars. Should such current or new program be reduced, eliminated or deficated, the parties agree to open discussion during the year of decrease in order to recover the funds from the formula in the succeeding year.

2005-06

80% State COLA for employee unit salary/economic improvement to be distributed as an equal percentage among all units.

20% of FTES growth funds will be distributed to employee units as salary/economic improvement and paid as of July 2007 after the P-1 adjustments for 2005-06 have been determined February 2007. Balance of resources to address FTES classroom expansion 2006-07 followed by additional continuing cost needs.

Equalization in excess of the amount determined at the close of 2004-05 budget year will be allocated to cover increased costs to Health and Welfare benefits as of January 2006. Unused amounts will be reserved for future year Health and Welfare increases.

Increases in Equalization will be distributed 60% to the Benefit Reserve and 40% for other District needs with the first priority being reducing the budgetary reliance on one-time funds.

These funds which will be called the Benefit Reserve will be applied in the following priority order:

1. To cover premium increases to fully fund Dental and Vision coverage.
2. To fully fund the least expensive Medical program.
3. To as much as possible raise the cap of the other medical plan to match the District contribution rate to what is covered in #2. If the other plan exceeds the cap of #2 no additional funding will be provided.
4. Hold any remaining funds in a reserve for future increases to be applied in the order noted.

This will be the only source of funds to cover increase Health & Welfare benefit costs. If costs exceed these available resources they will be borne by the employee, unless that bargaining unit elects to divert COLA or Growth resources to pay for benefit costs.

Any contribution by the equalization fund or the employee will not be counted as expenditures when determining if continuous covered continuous expenditures. Should continuous revenue exceed continuous expenditures, 50% will go to the Benefit Reserve Account and 50% to increase the Reserve for Economic Uncertainty.

If new continuous revenues become available through a new program, (not an increase in a current program or its shift from categorical to general apportionment) the District agrees to open discussion regarding the formula and the distribution of those new program dollars. Should such current or new program be reduced, eliminated or deficated, the parties agree to open discussion during the year of decrease in order to recover the funds from the formula in the succeeding year.

2006-07

80% State COLA for employee unit salary/economic improvement to be distributed as an equal percentage among all units.

30% of FTES growth funds will be distributed to employee units as salary/economic improvement and paid as of July 2008 after the P-1 adjustments for 2006-07 have been determined February 2008. Balance of resources to address FTES classroom expansion 2007-08 followed by additional continuing cost needs.

Equalization in excess of the amount determined at the close of 2004-05 budget year will be allocated to cover increased costs to Health and Welfare benefits as of January 2007. Unused amounts reserved for future year Health and Welfare increases. Increases in Equalization will be distributed 60% to the Benefit Reserve and 40% for other District needs with the first priority being reducing the budgetary reliance on one-time funds.

These funds which will be called the Benefit Reserve will be applied in the following priority order:

1. To cover premium increases to fully fund Dental and Vision coverage.
2. To fully fund the least expensive Medical program.
3. To as much as possible raise the cap of the other medical plan to match the District contribution rate to what is covered in #2. If the other plan exceeds the cap of #2 no additional funding will be provided.
4. Hold any remaining funds in a reserve for future increases to be applied in the order noted.

This will be the only source of funds to cover increase Health & Welfare benefit costs. If costs exceed these available resources they will be borne by the employee, unless that bargaining unit elects to divert COLA or Growth resources to pay for benefit costs.

If new continuous revenues become available through a new program, (not an increase in a current program or its shift from categorical to general apportionment) the District agrees to open discussion regarding the formula and the distribution of those new program dollars. Should such current or new program be reduced, eliminated or deficated, the parties agree to open discussion during the year of decrease in order to recover the funds from the formula in the succeeding year.

The 2006-07 ending balance of each District department/campus will be subtracted from their 2007-08 budget allocation and held in a reserve account. This continues to bring continuous revenue and expenditures into balance. (Any contribution by the equalization fund or the employee will not be counted as expenditures when determining if continuous revenues cover continuous expenditures.) Should continuous revenue exceed continuous expenditures, 50% will go to the Benefit Reserve Account and 50% to increase the Reserve for Economic Uncertainty.

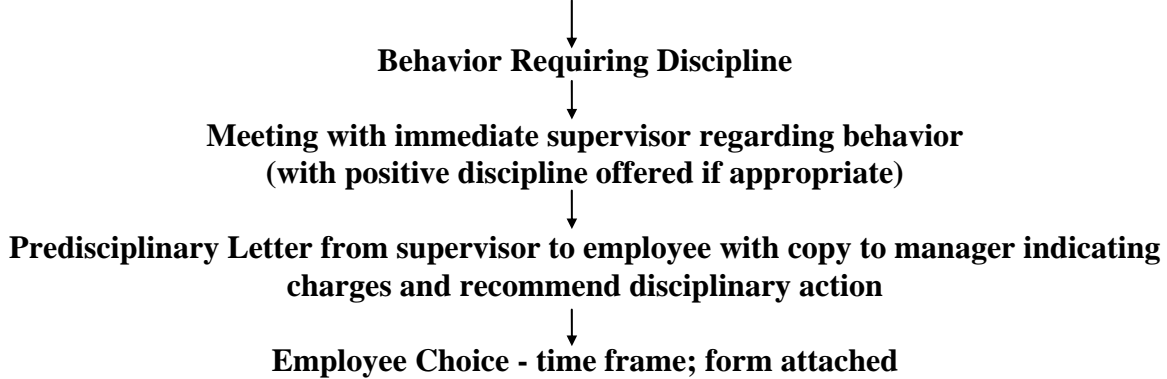
2007-08

Extend Resource Allocation Formula through June 30, 2008.

**CONSTRUCTIVE ACTION PROGRAM**

This program allows employees who acknowledge they've made a mistake to submit a plan to correct their behavior in order to conform to acceptable guidelines. The information will remain in the individual's file for purposes of documentation. Employees choosing to participate are directed to complete a CONSTRUCTIVE ACTION CONTRACT, review it with their supervisor and bring it to the Skelly hearing on the date identified. Employees who feel the stated charges are incorrect may chose not to participate in the Constructive Action Program.

**SAN DIEGO COMMUNITY COLLEGE DISTRICT  
PROPOSED PROCESS FOR DISCIPLINE BEYOND WRITTEN REPRIMAND**



Current Process	Positive Discipline
	Meeting with supervisor to discuss Constructive Action Plan (optional-second chance)
Letter from manager stating charges; setting date for Skelly meeting (union field representative in attendance)	Letter from manager stating charges; setting date of Skelly meeting (union field representative in attendance)
Meeting - A. Manager reviews charges B. Employee/union representative present any mitigating information C. Decision memo - forwarded to Human Resources	Meeting - review and agree on: A. Discipline determination B. Constructive Action Plan including timelines C. Recommended discipline is held in abeyance D. Documents forwarded to Human Resources: decision memo & Constructive Action Plan
Discipline Implemented	At conclusion of designated timeline, Review Meeting with manager, supervisor, employee and union representative held to sign that Constructive Action Plan is completed. Letter of completion sent to employee and personnel file.  If Constructive Action Plan is <u>NOT</u> met, discipline action is implemented.



SAN DIEGO COMMUNITY COLLEGE DISTRICT  
ACTS INELIGIBLE FOR CONSTRUCTIVE ACTION PROGRAM

Individuals who have violated established policy may participate in the Constructive Action Program on a voluntary basis. They may NOT participate if they have violated one of the ACTS listed below. Violation of one of these acts will lead to a recommendation of termination or lengthy suspension.

OFFENSE/REASON FOR ACTION

- 1) Failure to perform satisfactorily during probationary period.
- 2) Job abandonment
- 3) Failure to abide by a last chance agreement and/or Employee Assistance Program (EAP) rules and regulations when made as a condition of postponing termination or as a condition of continuing employment.
- 4) Unlawful activity which is very severe or involves moral turpitude activity which results in formal charges being filed.
- 5) Endangering the health and/or welfare of self, fellow workers or citizens or placing the District in an extreme liable position.
- 6) Failure to conform to the dictates to Corrective Action.
- 7) Flagrant offenses which are not identified above.

EXAMPLE

Employee has failed to demonstrate they are capable of satisfactorily performing the duties of their classification.

When an employee's actions indicate they are not returning.

Failures to meet agreed expectations or attend EAP, complete and resolve problem or their being dropped from program by health care provider.

Theft and/or willful destruction of District property, criminal falsification of records.

Conviction of any felony, a misdemeanor drug charge or a misdemeanor moral turpitude (sexual offense) crime (Education Code Sections 88022, 87405, 87406.5).

Drugs, alcohol, weapons, refusing a direct order, driving without a valid driver license, violence in the workplace.

Where an employee has repeatedly failed to follow their previously agreed to "contract" and the department can no longer believe they are sincere in adhering to established rules and regulations.

Racial, sexual or other acts of gross insubordination, etc.

**SEIU LOCAL #221 OPERATIONS UNIT - GRIEVANCE FORM**

**NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

**ASSIGNMENT/LOCATION** \_\_\_\_\_

(See Article XXI for Grievance Procedures which prevail over this document)

(A) Date of event creating grievance: \_\_\_\_\_

Indicate the specific contract provision(s) allegedly violated, misapplied or misinterpreted:

\_\_\_\_\_

Describe how you believe the contract was violated: \_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Grievant Signature Date Grievant Representative (if any) Date

**Step I** - Initial meeting must be held within 30 calendar days of the event, or awareness of the event, creating grievance.

**[Spv.]**

Meeting Held \_\_\_\_\_ (B) Date of Decision \_\_\_\_\_  
Immediate Supervisor Must be within 4 days of meeting

**Step II - [Mgr.]**

Received \_\_\_\_\_ (C) Date Received \_\_\_\_\_  
Appropriate Manager Must be within 12 days of (B)

Meeting Held \_\_\_\_\_ (D) Date of Meeting \_\_\_\_\_  
Must be within 12 days of (C)

Findings \_\_\_\_\_ (E) Date of Written Decision \_\_\_\_\_  
Must be within 12 days of (D)

**Step III - [Asst.Chanc.]**

Received \_\_\_\_\_ (F) Date Received \_\_\_\_\_  
Assistant Chancellor, Facilities Mgmt. Must be within 12 days of (E)

Meeting Held \_\_\_\_\_ (G) Date of Meeting \_\_\_\_\_  
Must be requested within 12 days of (F)

Findings \_\_\_\_\_ (H) Date of Written Decision \_\_\_\_\_  
Must be within 12 days of (G)

**SEIU LOCAL #221 OPERATIONS UNIT - GRIEVANCE FORM** (Continued)

**Step IV - [Mediation Optional]**

Received \_\_\_\_\_ (I) Date Received \_\_\_\_\_  
Assistant Chancellor, HR or designee Must be within 14 days of (H)

Meeting Held \_\_\_\_\_ (J) Date of Meeting \_\_\_\_\_  
HR Req. for Mediator must be made  
within 14 days of (I)

Findings \_\_\_\_\_ (K) Date of Written Decision \_\_\_\_\_  
(if applicable)

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**Step V - [Arbitration]**

Received \_\_\_\_\_ (L) Date Received \_\_\_\_\_  
Assistant Chancellor, HR or designee Must be within 30 days of (H) or [30  
days of (K), if used]. If appeal of  
discipline, must be within 10 days of  
final notice of discipline.

Meeting Held \_\_\_\_\_ (M) Date of Meeting \_\_\_\_\_

Findings \_\_\_\_\_ (N) Date of Written Decision \_\_\_\_\_

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**[Appeal of Advisory Arbitration]**

Received \_\_\_\_\_ (O) Date Received \_\_\_\_\_  
Assistant Chancellor, HR or designee Must be within 30 days of (N)

Meeting Held \_\_\_\_\_ (P) Date of Meeting \_\_\_\_\_

**[Filed with Board of Trustees]**

Findings \_\_\_\_\_ (Q) Date of Written Decision \_\_\_\_\_  
Must be within 45 days of (O)

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