2004-07
Collective
Bargaining
Agreement

between

Cabrillo College Classified Employees
Cabrillo College Employees Union

and

Cabrillo College
Cabrillo Community College District
### Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recognition</td>
<td>1-1</td>
</tr>
<tr>
<td>2</td>
<td>No Discrimination</td>
<td>2-1</td>
</tr>
<tr>
<td>3</td>
<td>District Rights</td>
<td>3-1</td>
</tr>
<tr>
<td>4</td>
<td>Union Security and Union Rights</td>
<td>4-1</td>
</tr>
<tr>
<td>5</td>
<td>Personnel Files</td>
<td>5-1</td>
</tr>
<tr>
<td>6</td>
<td>Evaluation Procedure</td>
<td>6-1</td>
</tr>
<tr>
<td>7</td>
<td>Hours and Overtime</td>
<td>7-1</td>
</tr>
<tr>
<td>8</td>
<td>Compensation</td>
<td>8-1</td>
</tr>
<tr>
<td>9</td>
<td>Transfers, Promotions and Reassignments</td>
<td>9-1</td>
</tr>
<tr>
<td>10</td>
<td>Classification and Reclassification of Positions</td>
<td>10-1</td>
</tr>
<tr>
<td>11</td>
<td>Health and Welfare Benefits</td>
<td>11-1</td>
</tr>
<tr>
<td>12</td>
<td>Holidays</td>
<td>12-1</td>
</tr>
<tr>
<td>13</td>
<td>Vacation Plan</td>
<td>13-1</td>
</tr>
<tr>
<td>14</td>
<td>Leaves of Absence: Paid</td>
<td>14-1</td>
</tr>
<tr>
<td>15</td>
<td>Leaves: Other</td>
<td>15-1</td>
</tr>
<tr>
<td>16</td>
<td>Negotiated Layoff and Reemployment</td>
<td>16-1</td>
</tr>
<tr>
<td>17</td>
<td>Grievance Procedure</td>
<td>17-1</td>
</tr>
<tr>
<td>18</td>
<td>Complaints</td>
<td>18-1</td>
</tr>
<tr>
<td>19</td>
<td>Disciplinary Action</td>
<td>19-1</td>
</tr>
<tr>
<td>20</td>
<td>Safety</td>
<td>20-1</td>
</tr>
<tr>
<td>21</td>
<td>Severability</td>
<td>21-1</td>
</tr>
<tr>
<td>22</td>
<td>Waiver of bargaining</td>
<td>22-1</td>
</tr>
<tr>
<td>23</td>
<td>Concerted Activities</td>
<td>23-1</td>
</tr>
<tr>
<td>24</td>
<td>Duration</td>
<td>24-1</td>
</tr>
<tr>
<td>A</td>
<td>Classified Salary Schedule</td>
<td>A-1</td>
</tr>
<tr>
<td>B</td>
<td>Classified Personnel Pre-retirement Program</td>
<td>B-1</td>
</tr>
<tr>
<td>C</td>
<td>Professional Growth</td>
<td>C-1</td>
</tr>
<tr>
<td>D</td>
<td>Retraining and Study Leave</td>
<td>D-1</td>
</tr>
<tr>
<td>E</td>
<td>Disciplinary Policy</td>
<td>E-1</td>
</tr>
<tr>
<td>F</td>
<td>Vacation Calculations</td>
<td>F-1</td>
</tr>
<tr>
<td>G</td>
<td>Family and Medical Leave Policy</td>
<td>G-1</td>
</tr>
<tr>
<td>H</td>
<td>Welfare Reform</td>
<td>H-1</td>
</tr>
<tr>
<td>I</td>
<td>Labor Management Committee</td>
<td>I-1</td>
</tr>
<tr>
<td></td>
<td>Side Letters</td>
<td>SL-1</td>
</tr>
</tbody>
</table>
This contract is entered into by the Cabrillo Community College District (hereafter referred to as the District) and the Classified Employees SEIU Local 415 (hereafter referred to as the Union). This contract incorporates by this reference all Appendices attached (Salary Schedule, Pre-retirement Program, Professional Growth Program, Retraining and Study Leave Policy, Disciplinary Procedures, Vacation Calculation, Classified Staffing Committee and Family and Medical leave Policy).

The purpose of this contract is to implement the requirements of law established by the legislative enactment of Senate Bill 160. It is intended that this contract promote employer-employee relationships and provide for an equitable and peaceful procedure for the resolution of differences.

The District and the Union met and conferred in good faith through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions, and other terms of employment for the period of July 1, 2004 through June 30, 2007.
ARTICLE 1
RECOGNITION

1.1  The District hereby recognizes Service Employees International Union Local 415 as the exclusive bargaining representative for the classified employees constituting the bargaining unit. The Local 415 bargaining unit consists of those regular, classified employees of the District covered by the PERB Certification of Representative form dated July 11, 1979, except for those who may legally be declared management, confidential or supervisory. It does not include substitute or short-term employees employed according to the Education Code and established District Policy. Effective July 1, 2005, only a substitute or short-term or a contract classified employee shall be paid according to the classified salary schedule.

1.2  In the conversion of temporary/hourly positions, the District will follow its standard employment process. However, if the incumbent temporary/hourly employee has held the position for at least two (2) years and is offered the position, and if s/he accepts the position, s/he shall be granted step placement based on the number of years s/he has held the temporary/hourly position. The employee shall be granted three (3) months credit towards her/his probationary period of six (6) months.
ARTICLE 2
NO DISCRIMINATION

2.1 The District and the Union agree that equal employment opportunity and diversity are beneficial to the District, employees and the community. The parties agree and understand that the responsibility for equal employment opportunity and diversity rests with the District. The District and the Union will cooperate in pursuing a policy of equal employment, diversity and equal promotional opportunity for all employees, in accordance with applicable law, without discrimination or harassment on the basis of ethnicity, religion, race, age, sex, national origin, physical or mental disability, or sexual orientation and exercise and/or alleged denial of Family Care leave rights as defined in state or federal law and District policy.

A copy of the equal employment opportunity/diversity plan shall be sent to Local 415. The Union shall also be provided with subsequent changes and revisions within at least five (5) working days prior to implementation. In any proceedings in which equal employment opportunity/diversity plan changes or revisions are contemplated, the process shall include at least one employee representative of the bargaining unit who is a member of the Union selected by the Chapter Council.

Neither the District nor the Union shall impose or threaten to impose reprisals on unit members to discriminate or threaten to discriminate against union members, or otherwise to interfere with, restrain, or coerce unit members because of their exercise of rights to form, join and participate in lawful activities of the Union or exercising their right to refuse to join or participate in the lawful activities of the Union.

2.2 Alleged violations of this Article will be grievable to the Superintendent/President level of the Grievance Procedure (Section 17.2.2).

2.3 Failure to utilize or exhaust the grievance procedure regarding alleged violations of this article shall not compromise or in any manner affect a unit member’s ability to pursue relief through state and federal agencies and courts.
ARTICLE 3
DISTRICT RIGHTS

3.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Contract, and then only to the extent such specific and express terms are in conformance with law.

3.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency.

In addition, the Board retains the right to hire, classify, assign, promote, reprimand, and terminate employees.

3.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance/arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Contract.
ARTICLE 4
UNION SECURITY AND UNION RIGHTS

4.1 **Agency Shop**: Each employee in the bargaining unit shall contribute to the cost of administration of this contract by the Union and for the representation of workers in the bargaining unit by the Union. Such contribution shall be by membership dues or a service fee or charitable contribution in an amount certified by the Union as the cost of Administration and representation. The amount shall not exceed the established Union dues. The College will provide member payroll information to SEIU in a computerized format.

4.1.1 Any employee subject to this Article who is a member of a bona fide religion which has historically held conscientious objections to joining or financially supporting an employee organization shall, upon satisfactory verification by the Union and the District of active membership in such a religious body, be permitted to make a charitable contribution equal to the established service fee. Such contribution shall be made by regular payroll deduction only, except as provided for in Section 4.1.2.

4.1.2 All payments for Union dues, service fees, or charitable contributions shall be by payroll deduction except that Unit members may request to pay by lump sum instead of payroll deduction. Union or nonunion unit members exercising this option shall be required to submit a paid receipt from the Union to the District payroll office specifying the time period covered by the payment. Without such a receipt, Union dues or service fees shall be deducted from salary orders per Section 4.1.1. Such dues, service fees, or charitable contributions paid as direct payments shall be made on a fiscal year basis only. The District shall remit the deducted dues or service fees and other mutually agreed payroll deductions to the Union as soon as possible after the deduction.

4.1.3 A unit member qualified to exercise the charitable contribution option provided in Sections 4.1.2 and 4.1.3 of this contract may designate that his/her contribution be sent to one of the following mutually designated organizations:

A. United Way of Santa Cruz County
B. Cabrillo College Foundation
C. American Society for the Prevention of Cruelty to Animals (ASPCA)

Such assignment shall remain in effect for the year of designation and shall continue for subsequent years until changed in writing by the Unit member.

4.1.4 The Union agrees to indemnify, defend and hold the District harmless from any and all claims instituted against the District arising from its actions relating to the provisions of this Article.
4.2 The Union may use the college mailboxes and bulletin board spaces designated by the President subject to the following conditions:

4.2.1 All postings for bulletin boards or items for college mail boxes must contain the date of posting or distribution and identification of the Union, and designated authorization of the Union, together with a designated authorization by the Chapter President; and

4.2.2 A copy of such postings or distributions must be delivered to the President or designee at the same time as posting or distribution.

4.3 The Union shall have the right to review at reasonable times and receive upon request without cost, copies of current materials prepared, excluding privileged information, relating to the wages, hours, and other terms and conditions of employment, which are relevant for SEIU to fulfill its duties and obligations as the exclusive representative of the unit employees covered by this contract.

4.4 In all cases in which release time is authorized in this article, the following shall apply:

4.4.1 Any unit member (except for the Chapter President, refer to section 4.6.4) intending to utilize release time shall, whenever possible, provide advance written notification to their immediate supervisor (and/or other college administrator as set forth below, see section 4.6.2).

4.5 Representatives of the Union shall be permitted access to District facilities during working hours for the purpose of processing and investigating grievances upon notification to the immediate supervisor. Contact with employees will not interfere with the work of the District.

4.6 **Release Time for Officers, Stewards and Committee Members:** Up to three (3) Union representatives shall be allowed to attend, without loss of compensation, meetings scheduled with designated representatives of the District to meet and confer on matters within the scope of representation. The limitation of three (3) employees may be waived upon mutual agreement. Further, the District shall allow an employee and his/her job steward time off with pay, in an amount set by mutual agreement, for the investigation and/or processing of grievances or disciplinary appeals. In no instance shall this investigation and/or processing interfere with the work of the District.

4.6.1 Up to three official Union representatives may attend Governing Board meetings on release time absorbed by the District.

4.6.2 Bargaining unit employees shall be granted one (1) hour release time per month to attend the monthly chapter meeting. SEIU will provide advance notice to Human Resources of monthly chapter meetings. Shop stewards or any member of the bargaining unit acting in a representational capacity shall be granted release time for grievance investigation and representation, disciplinary investigation and representation, attendance at
hearings called by the District and/or pursuant to the administration of this agreement, and/or arbitrations.

4.6.3 Union members appointed to District committees shall receive release time to attend meetings of those committees and, upon prior approval from the District or by prior determination of the committee itself, to complete committee assignments. Release time provided in this section shall not impede or inhibit the efficient operations of the District.

4.6.4 The College shall grant to the Chapter President up to a maximum of 20 hours of release time per week to the Union for the purpose of conducting Union business. Any time not used shall not accumulate. The President of the Chapter shall coordinate the time taken off for Union business with his/her immediate supervisor. Union release time shall be reported on a form developed by the College.

4.7 Notification of Union Representation: When a person is hired in any classification represented by SEIU, Local 415, the District will notify that person that the Union is the recognized bargaining representative for the workers in the unit and provide that person with a copy of the current contract and the terms of the agency shop provisions.

4.8 Names and Addresses of Covered Workers: The District shall provide the Union with the names and addresses of all workers within the representation unit two (2) times per year, subject to the right of the employee to designate their address as confidential. Such notice shall be in July and February of each year. Such list shall be provided without cost to the Union.

4.9 Printing of the Contract: The District will print copies of the contract within sixty (60) days of ratification. Temporary copies of the contract shall be available upon request if sixty (60) days has lapsed.

4.10 Stewards: The District recognizes the need and affirms the right of Local 415 to elect Job Stewards from among employees in the bargaining unit.

4.10.1 Selection of Job Stewards: The Union shall elect Job Stewards who will represent employees in the bargaining unit, and will notify the District of the names of these stewards and any further changes thereof.

4.11 Negotiation Committee:

4.11.1 There shall be five (5) official employee representatives and two (2) alternates constituting the classified bargaining negotiation committee.

4.11.2 The District agrees to provide release time without loss of compensation to negotiating committee members for the purpose of negotiation; and further agrees to provide one (1) hour of release time for preparation for each committee member and alternate per each scheduled negotiation session.
4.11.3 With the agreement of the District, resource persons who are employed by the District shall be allowed release time to attend negotiation preparation meetings for the purpose of providing information to the committee on specific issues. All such meetings shall be prearranged and scheduled by the committee in cooperation with the District.

4.12 Upon request by the Union, the parties will negotiate the price of available office space for a Union office on-site in order to facilitate improved labor relations.

4.13 **Commencement of Negotiation:** In accord with the public notice requirements of the Government Code, notice of intent to alter or amend this Contract shall be given by either party at least forty-five (45) days prior to its expiration date. Negotiations shall begin at a mutually agreeable time and place as soon as is practical and reasonable.

4.14 **Agreement of Parties:** Proposed negotiable policies affecting the bargaining unit shall be subject to meet and confer with the Union. Meet and confer means the Union will be given a meaningful opportunity to meet with the District and state its position, suggestions and reasoning regarding proposed negotiable policies.

4.15 The District agrees that its policy will be to restrict outside contracting of work which has been routinely performed by a unit member when such contracting of work would result in related loss of positions or a reduction in assigned hours (with related loss of wages) for such unit member. Such restrictions shall not apply to other public educational entities, or where there is insufficient work to warrant at least a fifty percent (50%) position. The Union shall be given at least 10 working days notice. The parties shall, upon the request of either, meet and confer prior to contracting out bargaining unit positions. Each year, upon written request of the Union, the District shall provide to the Union a complete report of all work that was contracted out during the previous fiscal year.
ARTICLE 5  
PERSONNEL FILES

5.1. The official personnel file of each employee shall be maintained at the District's Human Resources Department. Any employee files kept by any supervisor shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against any employee based upon materials that are not in the official personnel file.

5.2. Employees shall be provided with copies of any written personnel related material ten (10) workdays before it is placed in the employee's personnel file. The employee and his/her designated representative as described in Section 5.6 shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

5.3. An employee and his/her designated representative as described in Section 5.6 shall have the right at any reasonable time without loss of pay to examine and/or obtain a copy of any material from the employee's personnel file with the exception of material that was obtained prior to the employment of the employee involved.

5.4. All personnel files shall be kept in confidence and shall be available for inspection by only the named employee, his/her designated representative, as described in Section 5.6, the Human Resources Department in the performance of duty, and the supervisor/administrator with the specific responsibility to know its contents. The District shall keep a confidential log in the Human Resources Department indicating the persons who have examined a personnel file as well as the date and reason such examinations were made. Routine clerical access by appropriate personnel staff need not be logged.

5.5. Written material or drafts of written material to be placed in an employee's file shall bear the employee's signature and date of such placement.

5.6. Employees may designate one representative who, upon written authorization of the employee, shall have access rights to that employee's personnel file for the purpose of assisting or advocating the rights of such employee.
ARTICLE 6
EVALUATION PROCEDURE

6.1 **Evaluation:** Each employee’s immediate supervisor is responsible for evaluating the employee’s performance. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based on the direct observation of the evaluator and/or on information that has been verified by the evaluator. The evaluator shall include a statement in the evaluation explaining what steps were taken to verify the information received. Any negative evaluation shall have attached documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have ten (10) working days to review and respond to any evaluation.

6.2 **Probationary Periods/Release From Employment**

6.2.1 **New Employees:** All new employees shall serve in a probationary status for six (6) months from the date of appointment. All paid leave except vacation and Extended Illness Leave (section 14.6) shall be counted in satisfaction of the six months of service requirement. The six (6) months shall consist of 130 work days. For part-time employees whose regular assignment is less than five (5) days per week, a week in which the employee works his/her assigned time shall count as five (5) work days. Upon completion of probation, the employee shall have permanent status.

The District and the employee may mutually agree to extend the probationary period by a single three (3) month period, based on exceptional and/or compelling circumstances. The granting or denial of such an extension shall not be subject to Article 17 (Grievance Procedure).

6.2.1.1 All new employees hired into a series (I/II) classification shall serve in a probationary status for one (1) year from the date of appointment. All paid leave except vacation and Extended Illness Leave (section 14.6) shall be counted in satisfaction of the one year of service requirement. The one (1) year shall consist of 260 work days. The employee shall receive a non-competitive promotion (to the II level in the series) upon successful completion of the one-year probationary period and the achievement of permanency.

6.2.2 **Promotional Trial Period:** A permanent employee shall serve in a trial status in a new position for no less than six (6) months of actual paid service following promotion. The six (6) months shall consist of 130 work days. For part-time employees whose regular assignment is less than five (5) days per week, a week in which the employee works his/her assigned time shall count as five (5) work days. All paid leave except Extended Illness Leave (section 14.6) shall be counted in satisfaction of the six month service requirement. Return to the employee’s former class will occur upon employee or District request during this trial period. In the event an employee is deemed unsuccessful in the new position, or requests return s/he shall be entitled to reinstatement in the
formerly held position, if available. If the formerly held position is not available, the employee may fill any opening in that class or a lower class for which the employee qualifies and chooses to accept. When an employee has promoted into a series (I/II), a twelve (12) month trial period (260 working days) will be served at the “I” level. The same employee or District return rights apply during the first 6 months in the “I” position.

6.2.3 **Voluntary Transfer Trial Period:** An employee who has transferred voluntarily to another position pursuant to section 9.1 will serve a three (3) month (60 work days) trial period and be evaluated in the same manner as a new employee. All paid leave except Extended Illness Leave (section 14.6) shall be counted in satisfaction of the three month service requirement. In the event an employee is deemed unsuccessful in the new position, he/she shall be entitled to reinstatement in the formerly held position, if available. If the formerly held position is not available, the employee may fill any opening in that class or a lower class for which the employee qualifies and chooses to accept.

When an employee voluntarily transfers to a series I/II, a twelve (12) month trial period (260 working days) will be served at the “I” level. The same employee or District return rights apply during the first three (3) months in the “I” position.

6.2.4 A probationary employee may be released at any time during the probationary period.

6.3 **Schedule for Employee Evaluations:** The district personnel officer will forward evaluation forms to supervisors as follows:

6.3.1 Employees in Probationary Status (Sections 6.2.1 through 6.2.4) will be rated every three (3) months. Employees completing their probationary status between July 1 and December 31 shall be rated between April 15 and June 30, along with all regular classified evaluations. Employees completing their probationary status between January 1 and June 30 shall be rated between April 15 and June 30 of the following year. The final rating will carry a recommendation regarding continued employment of the probationary employee.

6.3.2 Permanent Employees will be rated between April 15 and June 30 of each year. The parties acknowledge that unforeseen events can occur which may prevent compliance with this deadline. Except in such unusual cases, failure to meet the deadline will automatically result in a satisfactory rating on the evaluation form together with reference to the requirements of this section.

6.3.3 Additional Performance Evaluations may be requested for sound and justifiable reasons by the employee, the evaluator or the personnel administrator upon consultation with either the employee or the appropriate supervisor. Such evaluation, whether initiated by the employee, the supervisor, or the personnel administrator may not exceed one per month or continue longer than is reasonably necessary to meet the objective. Any additional performance
evaluation containing derogatory material shall be reviewed at the end of the annual evaluation period if requested by the employee. A review committee consisting of the employee’s supervisor, the district personnel administrator, a member of the Union, and a Union representative shall meet and make recommendations regarding the disposition of that (those) evaluation(s).

6.4 **Disposition of Copies of Performance Evaluation:** Only three (3) copies of any employee evaluation shall be made. Whenever an employee is evaluated by his/her supervisor, he/she will discuss the evaluation with this supervisor and at that time both parties shall sign it. The employee shall retain one copy, the supervisor shall retain one copy, and the third copy shall be forwarded to the personnel officer for inclusion in the employee's permanent file. The confidentiality and privacy that apply to an employee’s official personnel file should also apply to worker evaluations entered into computerized files. By December 31, 1998, the District will establish systems designed to ensure such privacy and confidentiality, and will meet and confer with the Union regarding such a system.

6.5 **Review:** An employee may have the content of his/her evaluation reviewed. The first level of review is to the evaluator. The employee may pursue a second and final level of review to the superintendent.

6.6 **Grievance of Procedure:** Local 415 or any employee may use the grievance procedure (Article 17) for resolving disputes which allege procedural violations of this article. Any such grievance must be initiated by a specific employee directed toward a specific violation of this Article.
ARTICLE 7
HOURS AND OVERTIME

7.1 **Length of Work Year**: The normal work year shall begin on July 1 and end twelve months later on June 30. A month is computed as 21.67 days.

7.2 The standard work week schedule for full time workers shall consist of five (5) consecutive days of (8) eight hours per day, with two (2) consecutive days off, or four (4) consecutive days of ten (10) hours per day, with three (3) consecutive days off. Certain positions are designated as having a shorter work day and/or work year in accordance with the percentage of contract. All employees shall be assigned to work shifts with scheduled starting and quitting times. Should conditions necessitate a change in the regular shift of a worker(s), the District will notify the worker and the Union, in writing, at least ten (10) working days in advance. This section shall not preclude the District's right to effect changes necessitated by bona fide emergencies (e.g., unanticipated or unscheduled absence of a worker) as determined by the District.

7.2.1 **Work Week and Work Day**: The standard full time work week shall be 40 hours and consist of five consecutive work days of forty hours between 4:00 a.m. Monday and 3:59 a.m. the following Monday. An employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of work week at the overtime rate, or for work over 40 hours during the work week or over eight hours during the work day. (Four-day work week assignments are governed by Ed Code Section 88040)

7.2.1.1 The standard full time work day shall be (8) eight hours within a twenty-four (24) hour period. Upon notification of regular contract employment, the employee will be given a schedule of his/her work week. Except in bona fide emergencies, no unit member shall be required to begin a work day sooner than twelve (12) hours following completion of his/her work day.

7.2.1.2 **Weekend Work**: The District may designate certain positions as requiring weekend work. Employees who are regularly assigned to work on either Saturday or Sunday shall be paid a five percent (5%) weekend differential for all hours worked on that day. Employees who are regularly scheduled to work on both a Saturday and Sunday shall be paid an eight (8%) weekend differential for all hours worked on those days. In these instances, the employees’ two consecutive regular days off may preclude the five consecutive work days required. These differentials shall not apply to any occasional weekend work on Saturday and/or Sunday, as such work is paid in accordance with Section 7.5 (Overtime).

7.2.1.3 **Split Work Week**: The District may, upon agreement with an employee and the Union, designate certain positions as
having other than a standard work week. The differential provision set forth in section 7.2.1.2 above shall apply to weekend work.

7.2.2 These provisions do not restrict the extension of a regular work hour schedule to an overtime basis by the District when such extension is necessary.

7.3 **Lunch Periods:** All employees covered by this agreement shall be entitled to an uninterrupted unpaid lunch period after the employee has been on duty for three and three-quarter (3-3/4) hours. The length of time for such period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.

An employee directed to work during his/her normal lunch period shall receive an equivalent time off at a mutually agreeable time between the employee and the supervisor.

7.4 **Rest Periods:** All unit employees are permitted to take rest periods which insofar as practical shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours or major fraction thereof. Rest periods on evening or special shifts or in unique locations may be scheduled to the mutual convenience of unit employees and supervisors.

7.4.1 VDT/CRT operators shall be allowed at the end of every forty-five (45) minutes of continuous VDT/CRT work to take a fifteen (15) minute break or do non-VDT/CRT work at the supervisor's discretion. Ten-key operators shall be allowed at the end of every fifteen (15) minutes of continuous 10-key operator work to take a five (5) minute break or do non 10-key work, at the supervisor's discretion.

7.4.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

7.4.3 An employee directed to work during his/her normal break period shall receive an equivalent time off at a mutually agreeable time between the employee and the supervisor.

7.5 **Overtime:** Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay or compensatory time equal to time and one-half the regular rate of pay of the employee for all work requested. The choice of overtime pay or compensatory time off is solely at the worker's discretion. A worker may decline a supervisor's request to work overtime when the work can only be compensated with compensatory time off. Overtime is defined to include all ordered and authorized work time in excess of eight (8) hours in any one day or time in excess of forty (40) hours in paid status.
7.5.1 All scheduled hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate of time and one-half commencing on the sixth consecutive day of work.

7.5.2 All scheduled hours worked on the seventh consecutive day of work up to eight (8) hours shall be compensated at two (2) times the regular rate of pay.

7.5.3.1 All scheduled hours worked in excess of eight (8) hours on the sixth and seventh consecutive day on scheduled overtime shall be compensated at two (2) times the regular rate of pay.

7.5.4 Notwithstanding sections 7.5 and 7.5.1 - 7.5.3 above, when, pursuant to Education Code section 88040, a 10-hour-per-day, four-consecutive-day workweek is established, overtime for employees regularly assigned to such a schedule is defined to include all ordered and authorized work time in excess of ten (10) hours in any one day or forty (40) hours in any one week.

7.5.4.1 All scheduled hours worked in excess of ten (10) hours in any one day shall be compensated at a rate of pay (or compensatory time) equal to time and one-half the regular rate of pay of the employee.

7.5.4.2 All scheduled hours worked beyond the fourth (4th) consecutive day of work shall be compensated at the overtime rate of time and one-half the regular rate of pay commencing on the fifth (5th) consecutive day of work.

7.5.4.3 All scheduled hours worked on the sixth (6th) or seventh (7th) consecutive day of work up to ten (10) hours shall be compensated at two (2) times the regular rate of pay.

7.5.4.4 All scheduled hours in excess of ten (10) hours on the fifth (5th), sixth (6th), or seventh (7th) consecutive day on scheduled overtime shall be compensated at two (2) times the regular rate of pay.

7.6 **Overtime - Equal Distribution**: Overtime shall be distributed and rotated by seniority as equally as is practical among qualified volunteer employees in the bargaining unit within each department. In the event of no volunteer, the least senior qualified employee shall be assigned. Written requests to be excused from overtime assignment shall not be unreasonably denied.

7.7 **Overtime - Process**: Overtime may be requested by the supervisor or the worker on the proper District form. Overtime must be authorized prior to the actual work being performed except in case of an emergency. The worker shall indicate his/her preference for cash payment or compensatory time off at the time overtime is requested.

SEIU Contract 2004-07 (4/05 print)
7.8 **Flexible Hours:** An employee may request to vary his/her duty hours around a core period consisting of the middle four hours of any regularly scheduled shift. Such variance of the normal starting and quitting times shall remain in effect for not less than 90 calendar days unless a shorter period is mutually agreed upon by the employee and the District. All such requests shall be submitted in writing to the employee’s immediate supervisor, and shall include specific rationale for the variance. The District shall respond in writing within fourteen (14) calendar days. All such arrangements shall be made in the best interest of the employing department and by mutual agreement between the employee(s) and the District.

7.9 **Call Back**

7.9.1 All hours worked on a call back emergency basis and which are beyond the regularly scheduled work day shall be compensated at two (2) times the regular rate of pay for a minimum of two (2) hours whether during the week or weekend.

7.9.2 If an employee is called back to work on an established holiday, the employee shall be paid compensation at the rate of time and one-half of his/her regular rate of pay in addition to the regular pay received for the established holiday for a minimum of two (2) hours.

7.10 **On-Call Duty**

7.10.1 **Definition:** On-call duty is defined as the requirement by the supervisor for an employee to leave a phone number where the employee may be reached during off-duty hours, or carry a pager during off-duty hours, and the employee must be available to report to work within a one-hour period.

7.10.2 An employee assigned to on-call duty shall receive two (2) hours of their base pay for each 24-hour period.

7.10.3 On-call duty assignments shall not be considered “hours worked” pursuant to the Fair Labor Standards Act.

7.10.4 On-call duty must be pre-authorized in writing by the supervisor on a District form.

7.11 **Job Sharing:** With the agreement of the District, two or more regular contract employees may request to share one or more full-time positions in order to create part-time job opportunities; providing, however, that each such part-time job equals at least a half-time position. Once established, these split positions shall remain in effect for a period of at least 180 calendar days unless all affected employees and the District agree to a shorter period of time. All such arrangements shall be made in the best interests of the employing department and by mutual agreement between the employee(s) and the District.

7.11.1 This Section shall not preclude the right of the District to reemploy any former full-time employee, within 39 months, to a full-time position in the
same classification previously held. Such reemployment would require a written request by the employee and an existing vacancy in the classification.

7.11.2 Employees electing to become part-time workers pursuant to this Section shall receive prorated health and welfare benefits based on days, hours, and months of service as stipulated in each contract.

7.12 **Summer Work:** When summer work positions are available, employees who work less than twelve (12) months per year shall have first opportunity to fill these positions within their classification, provided that such employees notify the Director, Personnel and Human Resources in writing by May 1 preceding the summer in which the employee wishes to work, of his/her desire to fill such available summer work. The Human Resources Department shall provide a reminder of the May 1 deadlines to all eligible employees. If two or more employees apply, seniority (hire date) within the classification shall determine the selection.

Additionally, the District will give consideration to employees having made proper notification to the District of their desire to fill such positions in other classifications. Regular employees working under this provision shall continue to receive health and welfare benefits.

7.13 **Increase Hours of Part Time Employees:** Part time employees who are interested in increasing their regular assigned time shall indicate that interest to their immediate manager in writing. The immediate manager shall review such interest prior to the creation of any new temporary hourly positions.

Regular employees working under this provision shall continue to receive health and welfare benefits.
ARTICLE 8
COMPENSATION

8.1 The salary schedule shall be increased for 2004-2005, effective July 1, 2004 by one percent (1%); however, eligible unit members (see 8.1.2 below) shall receive the equivalent of a two (2%) salary schedule increase for 2004-2005, effective July 1, 2004. This additional, off-schedule one percent (1%) salary increase shall be paid as part of the employees' regular monthly paycheck.

8.1.1 The off-schedule 1% salary increase provided in 8.1 above is for the 2004-2005 school year only. The District agrees to the goal of making this increase ongoing if future resources permit. The parties will negotiate after the 2005 “May Revise” to determine if the 1% increase will be carried into 2005-2006.

8.1.2 Salary schedule changes negotiated in this contract will be made payable for all unit members in active paid status on the date this agreement is ratified, and those retirees who became inactive after June 30th, to be paid up to the date of retirement. All other pay practices will become effective on the first of the month following the ratification date.

8.2 **Shift Differential**: The swing differential payment shall be five percent (5%) and the graveyard shift differential payment shall be eight percent (8%) for eligible employees.

Shifts are defined as follows: When three (3) hours or more of the assigned time of work falls within the designated hours of:

8.2.1 Swing Shift 4:00 p.m. - 12:00 midnight

8.2.2 Graveyard Shift 12:00 midnight - 8:00 a.m. (includes one-half (1/2) hour lunch period)

An assigned split-shift of work is considered a swing shift for purposes of this section only.

The differential percentage shall be applied to the salary that would otherwise be paid to the employee only when the employee's assignment falls within the defined differential periods listed above, and shall be applicable to authorized vacation and sick leave absences from such assignments.

8.3 Established parking fees or alternate bus pass fees for bargaining unit members will be covered by the College as a compensation item for the term of this contract.

8.4 The District agrees to pay the cost of any examination, or yearly or periodic license fee in an employee's job description, excluding a standard California driver's license.
8.5 **Bilingual/Biliterate Pay:**

8.5.1 **Bilingual Pay:** An additional sixty-cents (60¢) per hour over the regular hourly rate shall be paid for positions designated as desiring or requiring bilingual skills if the person occupying the position is certified by the Human Resources Department to have such skills.

8.5.2 **Biliterate Pay:** An additional one dollar ($1.00) over the regular hourly rate shall be paid for positions designated as desiring or requiring bilingual and biliterate skills if the person occupying the position is certified by the Human Resources Department to have such skills.

8.6 **Asbestos Removal Premium:** The District will provide an 8% premium for maintenance and operations workers engaged in the removal of asbestos material. This applies to work approved in advance and to hours actually worked removing asbestos.

8.7 **Professional Growth Program:** Employees shall be eligible to receive Professional Growth awards pursuant to the Professional Growth Program (Appendix C to this Agreement).

8.8 **Longevity:** The District agrees to compensate long service employees with a longevity increment as follows:

8.8.1 Five percent (5%) of their base salary after ten (10) years (120 working months) of service. This becomes the adjusted base salary. Definition of base salary: appropriate range and step of salary schedule placement.

8.8.2 An additional five percent (5%) of their adjusted base salary after fifteen (15) years (180 working months) of service.

8.8.3 An additional one (1) percent is payable after the next one (1) year (192 working months) of service. This becomes the adjusted base salary. An additional one (1) percent is payable each additional twelve (12) months of service thereafter.

8.9 **Anniversary Date:** The anniversary date of a new employee who has participated in the recruitment/selection process for a regular contract position shall be the first day of the month of employment, except that when the first day of employment is on the 12th day of the month or later, the anniversary day shall be the first day of the month following the date of hire.

8.9.1 **Leave Replacement:** The anniversary date of an employee who participated in the recruitment/selection process both for the leave assignment and for the same position if the regular employee does not return from leave, shall be the first day of the month of original date of hire as a leave replacement, in accordance with Section 8.9 above, if there has been no break in service. Such employee shall serve a six (6) month probationary period starting on the anniversary date that the employee was hired as a leave replacement. This section specifically excludes:
8.9.1.1 Hourly employees hired in a short-term status, not a regular contract position at the time of hire.

8.9.1.2 Hourly employees hired in a short-term status who did not participate in the regular recruitment/selection process.

8.9.1.3 Hourly employees hired in short-term status in a half-time position through the above process if the same position becomes full-time at the time of recruitment.

8.10 **Promotion, Reclassification or Demotion:** When an employee changes status due to promotion, reclassification or demotion, the regular employee shall retain his/her original anniversary date.

8.11 **Status Upon Rehire:** A permanent classified employee who voluntarily resigns from his/her permanent classified position may be rehired, upon recommendation by the President and at the sole discretion of the governing board, within 39 months after his/her last day of paid service and without further competitive examination, to a position in his/her former classification or lower classification in which the employee formerly had permanent status. The President/Governing Board may elect to exercise the above to apply to classifications that have evolved from eliminated classifications. If the Governing Board elects to rehire a person as a permanent employee under this section, it shall disregard the break in service and, except for restoration of hours in class previously accrued, classify the employee as, and restore to him/her all of the rights, benefits and burdens of a permanent employee in the class to which he/she is rehired.

8.12 **Working Out of Classification:** The term “work out of classification” is defined as a management authorized assignment to a higher level position on a temporary basis where a significant number of duties are performed by an employee in a lower level classification. All such assignments must be made and authorized in writing by management. Classified employees shall not be required to perform duties, which are inconsistent with the job description as set forth in Section 10.1 through 10.4 of this contract. An employee assigned by management to work in a higher classification shall receive the rate of pay of the higher classification for all time worked in that classification.

Work out of classification will be assigned to employees qualified to perform the work in the higher classification. The assignment of out-of-classification work is at the discretion of the District. In making such assignments the following factors shall be considered: employee consent, seniority (District hire date), prior job performance and qualifications.

Assignments out-of-classification shall not exceed ninety (90) working days. At the end of the ninety (90) day period, if the need still exists, the assignment shall be offered to another qualified employee, if any. If the same employee continues to serve in the same out of class assignment beyond ninety (90) working days, the District shall provide a statement of reasons to the Union as to why another employee was not offered the job.
8.12.1 Compensation for an employee required to work out of classification will be at the first step of the higher range or at a step within that range which will provide at least a five percent (5%) increase over his/her regular salary if the first step does not represent at least a five percent (5%) increase.

8.12.2 An employee assigned to work out of classification for one full month or more shall receive all of the rights, benefits, and burdens of the position as if that employee were the incumbent.

8.12.3 All work out of classification assignments are temporary and shall not be made to fill regular position vacancies except during that period required to accomplish recruitment and selection processes. Working out of classification will generally be for the purpose of vacation/leave replacement and during the recruitment and selection process for vacant positions.

8.12.4 When an employee is directed to perform a significant number of duties of a higher level classification for a minimum of five cumulative working days, the employee shall be paid in accordance with Article 8.1 for all work performed at the higher level until the higher level duties are removed. All such assignments must be made and authorized in writing by management.

8.12.5 Nothing in this section shall prohibit any in-service training or professional development programs, properly identified as such, from establishing training stations or positions that are specifically designed to assist the upward movement of employees, providing that no employee shall be required to participate in such a program without his/her express consent. In as much as the inclusion of the preceding sections of this Article that refer to personnel policy and procedures are duplicated or revised from the existing Classified Employees Handbook, the parties agree that, upon adoption of this Agreement, the Classified Employees Handbook shall be deemed null and void.
ARTICLE 9
TRANSFERS, PROMOTIONS AND REASSIGNMENTS

9.1 Voluntary Transfers (Lateral and Lower Classifications)

9.1.1 Definition: A transfer is a non-disciplinary change in a permanent employee’s work assignment to another work station within the same classification or to a position in another classification. Transfers are not to be utilized to effect promotions.

9.1.2 Requests: Transfers may be initiated by the employee, the immediate supervisor, the department head, or the administrator in charge of the unit. This section (9.1 and subsections) addresses only employee-initiated transfers.

9.1.3 Salary: Transfers will be allowed only when the new work assignment will call for a salary range placement equal or lower than the current salary placement of the employee.

9.1.3.1 A voluntary transfer to a lower classification may result in a salary reduction and no “Y-rating” adjustments shall be allowed. The employee shall be placed on a salary step in the lower range which corresponds in credit for years of service to that which was provided in the higher range. However, in no case shall the new pay level exceed the maximum salary for the lower classification.

9.1.4 Eligibility: No employee shall be considered for transfer to a new position, unless the employee meets the minimum requirements of the proposed new assignment, and has successfully completed probation in the current assignment.

9.1.5 Process: An employee desiring a transfer shall notify the chief personnel officer. The request and the circumstances surrounding it shall be confidential at this stage of procedure. The transfer request may be general in nature or directed toward a specific position. District seniority (date of hire) shall prevail, but shall not be a consideration in requests for transfer except when multiple requests are made for a single position.

9.1.6 The chief personnel officer shall maintain a transfer request file, and when appropriate keep a transfer list ensuring continuing eligibility.

9.1.7 When a position vacancy occurs, employee(s) who have requested a transfer will be contacted by the personnel officer/designee to determine whether he/she wishes to be considered for that position. This shall be accomplished prior to initiating the recruitment process.

9.1.8 Upon verification from the employee that the transfer request remains valid, the personnel office will arrange an interview of that employee to be
conducted by the immediate supervisor of the position, the administrator responsible for the unit, and the personnel officer or designee.

9.1.9 If, following the interview, the transfer is agreeable to all parties, the change in assignment shall be made as soon as it is practically possible.

9.1.10 In the event that the employee desires to be transferred and has completed the above process, but the decision is not to effect transfer, the employee shall be given the reason(s) for the denial in writing. Transfers and transfer denials shall be made for valid reasons.

9.1.11 An employee who transfers voluntarily to another position under the above process will serve a three month probationary period and be evaluated in the same manner as a new employee. In the event an employee is deemed unsuccessful in the new position, he/she shall be entitled to reinstatement in the former held position, if available, or in the alternative any opening in that class or a lower class for which the employee qualifies and chooses to accept.

9.2 Promotions

9.2.1 Internal Promotional Opportunity: The District will provide internal promotional opportunities to fill vacancies in accordance with AR 5000 and 5500, which implement Affirmative Action hiring policies. Persons on reemployment or transfer lists shall be considered first. Persons who have resigned but meet the conditions set forth in section 8.11 may be considered next. If no candidates are available or hired from those lists, an internal promotion process will commence if proportionate representation exists. Proportionate representation exists when the percentage of persons from the minority groups in the applicable work force is at least equal to the percentage of members of that group who are determined to be available and qualified to perform the work in question.

Notification of vacancies will be posted in the Personnel Office and posted at each department and division office for at least ten (10) working days prior to any action being taken to consider any application for the position. The notice of position openings will include the job title and position; description of duties; minimum qualification; the assigned job site; hours, weeks and months per year; salary range and deadline to apply.

The District will ensure that the search and selection procedure contained in AR 5500 is implemented in a timely manner.

9.2.2 Promotion by Reassignment: Permanent employees, upon reassignment to a position of higher classification (promotion), will serve a probationary period of six (6) working months. In the event an employee is deemed unsuccessful in the new position, he/she shall be entitled to reinstatement in the former held position, if available; or in the alternative any opening in
that class or a lower class for which the employee qualifies and chooses to accept.

9.2.2.1 When an employee is assigned to a position of higher classification (promotion), he/she shall receive at least a five percent (5%) salary increase, as long as the salary schedule provides a 5% opportunity, and the original anniversary date shall be retained.

9.3 **Administrative (Involuntary) Transfers & Demotions**

9.3.1 **Definitions:**

9.3.1.1 **Administrative (Involuntary) Transfer:** An Administrative (Involuntary) transfer is one which is initiated by the employee's immediate supervisor, the department head, or the administrator in charge of the unit, and does not result in a pay reduction.

9.3.1.2 **Demotion by Reassignment:** A demotion is an administrative (involuntary) transfer of an employee, not pursuant to the disciplinary process contained in Board Policy #5530 (Appendix E to this Agreement), to a class having a lower salary range.

9.3.1.3 **Demotion by Position/Class Adjustment:** Downward adjustments of any position or class of positions to a lower salary range by the District shall be considered demotions and shall take place only as a result of the conditions set forth in section 9.3.3 of this Article or Article 10, Classification and Reclassification of Positions, Section 1. Such actions shall be considered non-disciplinary.

9.3.2 **Administrative (Involuntary) Transfer**

9.3.2.1 In the event of an administrative initiation of the transfer request, the employee and the Union shall be informed that the request will be made and the circumstances surrounding it. The employee and the Union shall be afforded an opportunity to meet with the District regarding the proposed transfer, to discuss compliance with process and/or to attempt to reach agreement on the transfer. At this stage of the process, the administrative request may be general in nature or directed toward a specific position.

9.3.2.2 **Grievance—Transfer Process:** Any transfers ordered by the administration on which agreement has not been reached by the parties involved shall be subject to the grievance procedure for compliance with process, but such transfer shall remain in effect during the pendency of the grievance.
9.3.3 **Demotion by Reassignment**

9.3.3.1 The demotion of an employee in the classified service shall be limited to the following two (2) conditions: (1) when necessary to assist the employee to make appropriate adjustments in the responsibility level or performance of his/her duties; (2) when necessary due to reorganizational priorities brought about by lack of work, lack of funds, or program changes. Demotion by reassignment is subject to the grievance procedure and may be implemented only after meet and confer with the Union. Upon demotion by reassignment, the employee’s salary shall be according to section 9.3.3.3.

9.3.3.2 The demoted employee shall enjoy preferential consideration for openings in his/her former classification for a period of thirty-nine (39) months.

9.3.3.3 **Salary Upon Demotion**: Upon reassignment to a regular position at a lower salary range, by administrative (involuntary) demotion, the employee shall continue to receive the salary of his/her former classification. In addition, such a demotion shall result in a “Y-Rating” adjustment. This is to be distinguished from a demotion effected pursuant to a disciplinary process under Board Policy #5530 (Appendix E), in which case “Y-Rating” shall not occur.

9.3.3.4 **“Y-Rating” adjustments are defined as follows**: When an employee is reassigned to a lower classification having a maximum rate which is less than the dollar amount of the previous classification, the employee’s salary shall remain at the previous level until such time as future salary increases bring the salary range up to a point where the Y-Rate falls within the range.

9.4 **Filing for Transfers, Promotions and Job Opportunities While Absent from Service**: Any employee within the bargaining unit who is contemplating a long-term leave or vacation may, prior to such absence, file with the personnel office a request to be considered for transfers, promotions or job opportunities that may open during that period of time.

In the event that such a request is filed, and the employee has provided an accurate means by which to receive communications, the personnel office will make every reasonable effort to notify the employee and expedite their application. Any employee wishing to exercise the provisions of this section shall do so within the normal time limits afforded to all other employees.
ARTICLE 10
CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

The creation of new and/or amended job descriptions, or the abolishment of existing classifications, may occur either at the initiative of the District, or through the classification study/salary review process. The District may, but is not required to, utilize the Classification Study Committee to review new and/or changes to job descriptions, or abolishment of classifications sought at District initiative.

The District will meet and confer with the Union prior to adoption of reclassifications, new and/or amended job descriptions, or abolishment of classifications. Meet and confer means the Union will be given a meaningful opportunity to meet with the District and state its position, suggestions, and reasoning regarding actions to be taken under this article. Following such opportunity, the District shall be authorized to take action.

Reorganization & Additional Studies: Nothing in this section shall preclude the District from initiating additional classification studies in the event of a reorganization.

10.1 Classification: Every position in the bargaining unit occupied by an employee who is represented by Local 415 shall be classified and all such employees shall be a part of the classified service.

10.1.1 All positions within the classified service shall be arranged in groups of classes with designated salary ranges.

10.1.2 Groups of positions are identified by qualifications, responsibilities, working conditions, duties and requirements. Common standards of selection, assignment and salary are applied to the positions within the same class.

10.2 Job descriptions for each authorized classified position within the bargaining unit shall be prepared by the College Human Resources Department. A copy of the respective job description shall be given to each employee of the bargaining unit at the time of hire. Any amended job description adopted by the District shall be provided to any employee affected within ten (10) working days after adoption. A District manual of current job descriptions shall be available to employees, the Union, and the public at the College Human Resources Department.

10.3 Job assignments to specific positions within a class shall be consistent with the job description and at the discretion of the District. Permanent employee status relates to class but not to specific job assignments.

10.4 Classification Study/Salary Review: Classification studies/salary reviews shall be made upon the request of the employee in conjunction with policy and terms of this agreement. Up to fifteen (15) classification studies/salary reviews requested by bargaining unit members, will be accepted annually on a first come, first served basis. All requests must be filed with the Human Resources Department no later than November 1. A general notification to bargaining unit members of classification study/salary review deadlines and the procedures for application according to this Section and its
subsections shall be made by October 1. No position shall be studied more often than every other year. Nothing in this section shall preclude the District from initiating reclassifications.

10.4.1 **Classification Study/Salary Review Committee**: The Classification Study/Salary Review Committee is comprised of an equal number of Union representatives and District representatives.

10.4.2 Bargaining unit members shall be provided paid release time by the District in order to participate on the committee. Members shall be required to give advance written notification, including the amount of release time needed, to their immediate supervisor.

10.4.3 **Process**: After coordinating the actual study process with the Classification Study/Salary Review Committee, the Human Resources Department shall perform a formal class study, including job site audits for each classification for which a study was requested. The Human Resources Department and the Classification Study/Salary Review Committee shall apply the methodology developed for the 1991 classification study. The Classification Study/Salary Review Committee shall review the findings of the Human Resources Department. The study shall include a comparison of specific duties, responsibilities, and salary range with related internal classifications, and with similar positions at other agencies. The Classification Study/Salary Review Committee, the Union and the District will review the list of agencies used for comparison, and revise as necessary.

10.4.4 **Initial Findings & Recommendations**: Clarifications and Committee Review: During April or a mutually agreed upon date by SEIU and the District, Classification Study/Salary Review Committee findings and recommendations shall be distributed to the affected employee, his/her manager and/or administrator and the Union. Within ten (10) working days of employee receipt of findings and recommendations, affected employees and/or their unit manager/administrator may request to appear before the committee to provide additional information or clarification of circumstances. Persons submitting such requests shall be scheduled to appear before the committee. The first committee meeting shall be held no later than May 15 or a mutually agreed upon date by SEIU and the District.

10.4.5 **Post-Review Recommendations**: Upon completion of the committee review, committee recommendations shall be forwarded to the affected employees, their manager/administrator, the union, and the Superintendent/President.

10.4.6 **Appeal From Recommendations**: Employees may appeal the committee findings and recommendations to the Superintendent/President. Such appeals may be made orally, in person, but shall also be in writing, and be based on new or clarifying information. The Superintendent/President shall make the final decision.

SEIU Contract 2004-07 (4/05 print)
10.4.7 **Implementation of Reclassification**: Following the Superintendent/President’s decision, all resulting reclassifications shall be effective July 1 following the classification study.

10.4.8 **Career Ladders**: During the term of this Agreement, the Classification Study/Salary Review Committee shall, separate and distinct from the study process in 10.4, annually review at least one (1) class series for the purpose of providing career path promotional opportunities. The Committee shall agree on the classifications to be studied. The Committee may make recommendations to the President.
ARTICLE 11
HEALTH AND WELFARE BENEFITS

11.1 **Employee Insurance Coverage Stipend**: The District agrees to arrange with insurance companies to provide for protection against various types of exposure. All bargaining unit members are required to participate in the plans provided in relationship to the amount of their insurance stipend. Individuals who qualify for a pro-rata share of the stipend may secure more insurance than their stipend covers by authorizing a salary deduction to cover the added premium cost.

11.1.1 The District will provide its contribution to the insurance stipend, as specified in Article 11.2.

11.1.2 The stipend provided in Sections 11.2.1, 11.2.2 and 11.2.3 shall be increased during the life of this contract, if necessary, to equal the rates in the least expensive HMO (Section 11.4.1) and dental insurance (Section 11.4.2), life insurance (Section 11.4.3), and income protection (Section 11.4.4).

11.2 The District shall provide an insurance stipend for contract bargaining unit members, based on their regular annual assignment.

11.2.1 **Medical Coverage for Employee Only**: The District shall provide full-time bargaining members with medical coverage for employee only, a benefits stipend for medical, dental, life insurance and long-term disability insurance, up to $4,979.16 per year, calculated based on their assignment status and paid on a monthly basis.

11.2.1.1 12-month assignment $4,979.16 annually
11.2.1.2 11-month assignment $4,564.23 annually
11.2.1.3 10-month assignment $4,149.30 annually
11.2.1.4 9-month assignment $3,734.37 annually

11.2.2 **Medical Coverage for Employee Plus One Dependent**: The District shall provide full time bargaining unit members with employee plus one dependent medical coverage, a benefits stipend for medical, dental, life insurance and long-term disability insurance, up to $9,013.32 per year, calculated on their assignment status and paid on a monthly basis as follows:

11.2.2.1 12-month assignment $9,013.32 annually
11.2.2.2 11-month assignment $8,262.21 annually
11.2.2.3 10-month assignment $7,511.10 annually
11.2.2.4 9-month assignment $6,759.99 annually
11.2.3 **Medical Coverage for Employee Plus Two Dependents**: The District shall provide full time bargaining unit members with employee plus two dependents medical coverage, a benefits stipend for medical, dental, life insurance and long-term disability insurance, up to $12,348.96 per year, calculated on their regular assignment status and paid on a monthly basis as follows:

1. **12-month assignment $12,348.96 annually**
2. **11-month assignment $11,319.88 annually**
3. **10-month assignment $10,290.80 annually**
4. **9-month assignment $ 9,261.72 annually**

11.3 **Eligibility for Part-Time Employees**: Employees who are regularly assigned to work 1,040 hours per year, or more, shall receive health benefits with a contribution from the District on a pro rata basis. For example, 50%, 66-2/3%, 75%, etc., in relation to forty (40) hours of work per week assignment, twelve (12) months per year. Employees whose regular assignment is less than 1,040 hours per year shall not be eligible to participate in the District health insurance stipend. Employees who work less than 1,040 hours per year and who are receiving the District’s health insurance stipend immediately prior to ratification of this Agreement may continue to do so on the same basis.

11.4 **Insurance Programs**

11.4.1 **Medical insurance**: Hospital, surgical, and prescription drug coverage is mandatory for bargaining unit members. Unit members shall select from the following:

a) Blue Cross Prudent Buyer Standard Plan  
b) Blue Cross Prudent Buyer Catastrophic Plan  
c) HMO Plans; HealthNet and California Care

11.4.2 **Dental coverage**: Participation in the Delta Dental Plan #8, with $2,000.00 maximum benefit, is mandatory for employees and optional for their dependents.

11.4.3 **Life insurance coverage**: Participation in the approved plan is mandatory for employees.

11.4.4 **Income Protection**: Mandatory for employee only. If approved by UNUM, will provide District paid income protection benefits to employees who are regularly assigned to work 780 hours per year or more in the same manner as employees who are regularly assigned to work 1,040 hours per year.

11.5 **IRS 125**: The District offers unit members a three-level IRS 125 plan, which includes a flexible spending account. The administrator for the plan will be mutually agreed upon by the District and SEIU. Any subsequent changes of administrator will be mutually agreed upon by the District and SEIU. Within one (1) year of the effective date of this Agreement,
the parties will meet and confer over the possibility of providing flexible spending account debit cards.

11.5.1 **Unit members hired on or before October 1, 1996**: If a bargaining unit member has stipend monies left after covering required insurance premiums, that money will be included in their gross monthly salary in accordance with section 125 of the Internal Revenue Service code. That money may then be placed in a Tax Sheltered Annuity plan (TSA) with an approved TSA plan provider. It shall be the responsibility of the employee to select the company and to make necessary contracts and arrangements. Payments will only begin on a monthly basis after submission of necessary documentation to the personnel office. TSA allocations are not retroactive.

11.5.2 **Unit members hired after October 1, 1996**: These unit members shall utilize whatever portion of the stipend is necessary to purchase required coverage in insurance programs provided in section 11.4 and, at the option of the unit member, to purchase optional dependent coverage in those insurance programs. The unit members shall not be entitled to receive as compensation any unused portion of the stipend.

11.6 **Medical/hospital/surgical/prescription drug coverage – Retiree**

11.6.1 Medical/hospital/surgical/prescription drug coverage for classified retiree and principal domestic partner will be provided for the retiree until he/she reaches age 65 or until retiree is covered by Medicare, whichever comes first. Participation is required in Medicare when eligibility exists. Coverage shall consist of the same range of choices provided to current bargaining unit members. The District shall provide the cost of the medical plan the employee was enrolled in at the time of retirement. If the retiree elects to enroll in a more expensive plan, the retiree will pay any additional costs. A comparable health care plan will be provided to retirees living out of state. In addition, retirees may purchase, at their own expense, dental coverage under the group insurance policy.

11.6.2 To qualify for this benefit the employee shall have been a regular full time employee of the College for a period of at least ten (10) years immediately prior to the date of retirement, and have reached the age of fifty (50) years. Retirement is defined as that regular program provided covered employees by the Public Employees Retirement System (PERS) of the State of California.

11.7 A joint ad hoc committee representing bargaining unit members and administration shall continue to meet to study Health and Welfare Benefits Cost containment and to recommend ways to insure that the needs of both employees and the District are well served.

11.8 **Public Employment Retirement System**: The District contracts for the PERS “Pick-Up” Program as provided in the Internal Revenue Code (IRC) Section 414 (h) (2).
11.9 **Automobile Mileage Reimbursement**: The District agrees to reimburse employees for authorized use of their private automobiles at the current per-mile rate set by the IRS.

11.10 **Staff Development**: A committee of unit members will continue to work with the Human Resources Department to administer standards and procedures for a staff development program. In order to participate in this program, an employee must request and receive appropriate authorization from the employee's immediate supervisor and the staff development committee. The activity must be applicable to the employee's duties or to the District's needs. Approval for this program will not be made for activities for which the employee will receive Professional Growth credit.

11.10.1 This program will be funded up to $7,000 each fiscal year.

11.10.2 Supervisors shall not require employees to request funds provided by Section 11.10.1 above.

11.11 Eligible classified retirees are entitled to the following privileges:

11.11.1 Free staff parking

11.11.2 Admission to designated college-sponsored athletic events, concerts or plays at the same admission fee charged to current employees

11.11.3 Upon request, email account privileges, and a library card.

To be eligible for the foregoing privileges, a classified employee must meet the requirements of section 11.6.2.
ARTICLE 12
HOLIDAYS

12.1 **Additional Paid Holidays:** Bargaining unit members are entitled to Board designated holidays authorized by Education Code 79022. If the Governor of California or the President of the United States appoints any other day a public fast, thanksgiving, or holiday and it is not a special or limited holiday, then unit members whose work year includes the holiday in question and who were in paid status on the working day immediately before or after the holiday are eligible.

12.2 **Holiday Pay for Nonexempt Employees Whose Work Week Includes Saturday and/or Sunday:** Whenever Friday or Monday is observed by the District as a holiday because the actual holiday falls on Saturday or Sunday, an employee whose normal work week includes working on Saturday or Sunday may elect to receive either the holiday or an in-lieu-of day as his/her observance day. When an employee is requested to work both a holiday and an in-lieu-of day, he/she will be paid the overtime rate for only one (1) day.

12.3 An employee who is paid overtime for working on a holiday or board granted day off, will not receive an additional day off.

12.4 If a nonexempt employee is required by his/her supervisor to work on a holiday or board-granted day off, he/she will receive time and one half, in addition to his/her regular pay.

12.5 **4/10 Workweek Employees:** During any calendar week in which there are one or more holidays, the work schedule for employees regularly assigned to a 10-hour-per-day, four-consecutive-day work week shall revert to an 8-hour-per-day, five-consecutive-day workweek. Such employees shall receive paid holidays on the same basis as other employees given the equivalent in compensatory time off.

12.6 **Holiday Pay Not Deducted From Other Paid Leave:** Should a holiday or board-granted day off occur while an employee is absent from work because of sick leave, vacation or other paid leave of absence, the holiday shall not be deducted from his/her other paid leave of absence.

12.7 **Scheduled Holidays:** The District agrees to provide bargaining unit members certain designated holidays. These days will be with pay, providing the holiday falls within the employee's regular work year and the employee is in paid status on the working day immediately before or after the holiday. Designated holidays are as follows:
## ARTICLE 12
### HOLIDAYS

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<tr>
<td><strong>STATE MANDATED HOLIDAYS</strong></td>
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<tr>
<td>Independence Day</td>
<td>7/5</td>
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<tr>
<td>Labor Day</td>
<td>9/6</td>
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<tr>
<td>Veteran's Day</td>
<td>11/12</td>
<td>11/11</td>
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<tr>
<td>Thanksgiving Day</td>
<td>11/25</td>
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<tr>
<td><strong>Board Holiday</strong></td>
<td>11/26</td>
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<tr>
<td>Admissions Day (in lieu holiday Ed 88205.5)</td>
<td>12/23</td>
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<td>12/22</td>
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<tr>
<td>Christmas Day</td>
<td>12/24</td>
<td>12/26</td>
<td>12/25</td>
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<tr>
<td><strong>Board Holiday</strong></td>
<td>12/27</td>
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<tr>
<td><strong>Board Holiday</strong></td>
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<td><strong>Board Holiday</strong></td>
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<td><strong>Board Holiday</strong></td>
<td>12/30</td>
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<td>12/29</td>
</tr>
<tr>
<td>New Year's Day</td>
<td>12/31</td>
<td>1/2</td>
<td>1/1</td>
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<tr>
<td>Martin Luther King Jr.'s Birthday</td>
<td>1/17</td>
<td>1/16</td>
<td>1/15</td>
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<tr>
<td>Lincoln's Birthday</td>
<td>2/18</td>
<td>2/17</td>
<td>2/16</td>
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<tr>
<td>Washington's Birthday</td>
<td>2/21</td>
<td>2/20</td>
<td>2/19</td>
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<tr>
<td>Memorial Day</td>
<td>5/30</td>
<td>5/29</td>
<td>5/28</td>
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<td><strong>Mandated Holidays</strong></td>
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<tr>
<td><strong>Board Holidays</strong></td>
<td>5</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>16</td>
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ARTICLE 13
VACATION PLAN

13.1 **Paid Vacation**: Paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned unless otherwise arranged on a mutually agreeable basis between the unit member and his/her department head. Under certain circumstances, paid vacation may be granted during the fiscal year in which it is earned with the approval of the department head, however, no vacation should be granted during the first six months of employment.

13.2 **Accumulation**: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:

13.2.1 **Vacation: Nonexempt Staff**: Twelve days a year (1 day a month) for years 1, 2, 3, and 4; 15 days a year beginning at year 5; 16 days at year 6; 17 days at year 7; 18 days at year 8; 19 days at year 9; and 20 days at year 10 and each year thereafter. Vacation shall be prorated for members working less than 12 months or less than full-time. (See Appendix F)

13.3 **Vacation Pay**: Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

13.4 **Vacation Cash Out**: An employee may request once each fiscal year (July 1 through June 30) a vacation cash out of up to sixty (60) hours, subject to all the conditions set forth in this section, provided he/she retains a minimum balance of eighty (80) hours of accrued vacation and one hundred (100) hours of accrued sick leave.

13.5 **Vacation Pay Upon Termination**: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated while on paid status up to and including the effective date of the termination.

13.6 **Holidays**: When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall not be charged a day's vacation for such holiday falling within that period.

13.7 **Vacation Scheduling**: Vacation shall be scheduled at times requested in writing by bargaining unit employees so far as possible within the District's work requirements as established by the appropriate manager/administrator. If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be taken, the appropriate manager/administrator shall be responsible for determining the order of vacation to be taken. The order in which vacation was requested (earlier being better) and seniority (District hire date) shall be a consideration in such determinations. An employee shall be given written verification of his/her vacation schedule within two (2) weeks of the submitted request.

13.8 **Interruption of Vacation**: An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided
by this agreement without a return to active service, provided the employee supplies notice and supporting information satisfactory to administration regarding the basis for such interruption or termination.

13.9 **Vacation Carry-Over:** Any employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over vacation balance on June 30th to July 1st of the next fiscal year, based on the following schedule:

<table>
<thead>
<tr>
<th>Years</th>
<th>Days</th>
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<th>Days</th>
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<tbody>
<tr>
<td>1-4</td>
<td>19</td>
<td>8</td>
<td>30</td>
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<td>5</td>
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<td>28</td>
<td>10</td>
<td>37</td>
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<tr>
<td>7</td>
<td>29</td>
<td>10+</td>
<td>37</td>
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</table>

13.10 Employees with more vacation days than provided for by this agreement credited to their records on June 30, 1977 will be allowed to maintain the number credited as their maximum number and may use the days credited as arranged vacation time in conjunction with their supervisors, thereby reducing their vacation credit maximum.

13.11 Regularly earned, but unused vacation days beyond the maximum allowable carryover will be mandatorily and administratively assigned.
ARTICLE 14
LEAVES OF ABSENCE: PAID

14.1 **Sick Leave - Definition:** Sick Leave is the authorized absence of a unit member because of personal injury, illness or quarantine.

14.2 **Earned Accumulation:** Full time employees shall earn leave at a pro-rata rate up to a maximum of eight (8) hours, for each month in paid service to a maximum of twelve (12) days per year. Unused sick leave may be accumulated without limit.

14.2.1 July 1 of each year, the full amount of sick leave granted under Section 14.1 shall be credited to each member of the bargaining unit. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the employee's work year. Note: An employee new to the district shall not be eligible to take more than six (6) days until after completion of six (6) months of active service with the district.

14.3 Pay for sick leave shall be the same pay that the unit employee would have received if he/she had regularly worked that day.

14.4 **Notification:** Unit employees will notify their supervisor or designee of their absence within one (1) hour of the beginning of their workday unless conditions make notification impossible.

14.5 Prior to payment, a licensed medical practitioner's written verification of the reason for absence due to illness or accident may be required of any employee who has used more than five (5) consecutive days of this sick leave or in any case if requested by the District.

14.5.1 When requested by the District, based on concern for the inability of an employee to perform his/her duties, an employee shall undergo an examination by a physician selected by the District Superintendent, in consultation with the employee and his/her doctor and at his/her request, the Union representative. The cost for such examination shall be borne by the District. The employee shall authorize the doctor to release the results of the examination to the District for placement in the employee’s confidential personnel file.

14.6 **Extended Illness Leave:** When an employee has been absent due to illness or injury and has exhausted all available sick leave, and continues to be absent due to illness or injury, the employee may utilize extended illness leave for an additional period not to exceed five (5) months. Pursuant to Education Code section 88196, extended illness leave as defined in this section “shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation, or other available paid leave has been exhausted.” During this five-month period, which shall commence to run on the employee’s first day of absence and continue for one hundred (100) work days, excluding holidays, the District shall subtract from the salary due to the employee the amount equal to the first step of the absent employee’s range.
An employee shall not be provided more than one (1) five-month extended illness leave period per illness or injury. However, if an academic year terminates prior to the exhaustion of the five-month period, the unit member may take the balance of the five-month period in the subsequent school year for the same illness or injury.

14.7 An employee who has accumulated sick leave credit under Education Code Section 88191 or its successor, may request in writing the transfer of a report of such unused sick leave to a new District when:

14.7.1 The previous employment was for a period of one calendar year or more; and

14.7.2 The employment was terminated for reasons other than action initiated by the employer for cause; and

14.7.3 The employee seeking credit for earned by unused sick leave accepted employment with a new District within one (1) year of the termination of the former employment.

14.8 When employment with the District is terminated, there will be no cash reimbursement for unused, accumulated sick leave. In the event that more sick leave has been used than available upon the termination of service, the final warrant shall be adjusted so as to recover all compensated but unearned days of sick leave absence.

14.9 **Personal Necessity Leave:**

14.9.1 Seven (7) days of earned sick leave credit in one fiscal year may be used by the employee in increments of one hour or more in cases of personal necessity as defined in the Education Code and outlined in the following subsections:

14.9.2 Death of member of employee's immediate family when the number of days of absence exceeds authorized bereavement leave.

14.9.3 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

14.9.4 Imminent danger to person or property of employee when the danger requires the attention of the employee during his/her assigned hours of service. Such danger may be occasioned by flood, fire, earthquake or be of other serious nature, and under such circumstances that the employee cannot reasonably disregard.

14.9.5 Illness of member of employee's immediate family when the absence is in excess of the three (3) days allowed under critical illness of family and when the illness required the attention of the employee during working hours. The illness must be serious in nature and of circumstances that the employee could not reasonably be expected to disregard. Immediate family
for the purpose of this Section shall include parent, principal domestic partner, child or a member of the immediate household of the employee.

14.9.6 Appearance in court when an employee is required to appear in court as a litigant party or witness under subpoena or any order made with jurisdiction except when appearing as a paid expert witness.

14.9.7 Personal emergencies other than mentioned above when the employee’s need for absence is based upon immediate and/or unavoidable personal circumstances, use of personal necessity absence shall be permissible, subject to prior approval of the administering supervisor.

14.9.8 Observation, celebration, or honoring of diverse cultural traditions.

14.9.9 The personal necessity absence shall not be granted during a leave of absence, holidays, or Board granted days off.

14.10 In the event of a temporary, catastrophic closure of the College for less than one (1) week, employees shall not suffer a loss of pay due to these circumstances.

14.11 **Critical Illness of Family Member:** Three (3) days per year with pay shall be granted in the case of critical illness or accident of a member of the immediate family.* Such leave shall not accrue from year to year. The three days of critical illness or accident leave shall be counted as part of the 12 weeks provided in Family Care Leave, Appendix H (*Immediate Family defined under 14.12.1)

14.12 **Industrial Accident and Illness Leave:** In addition to any other benefits that an employee with six (6) months paid service may be entitled to under the Workers’ Compensation laws of this state, such employees shall be entitled to the following benefits:

14.12.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

14.12.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers’ Compensation laws of this state, exceed the normal wage for the day. Regular pay will be reduced by an amount equal to the temporary disability payment check while the employee is on industrial leave.

14.12.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is

*SEIU Contract 2004-07 (4/05 print)*
still receiving temporary disability payments under the Workers’ Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers’ Compensation award, provides for a day’s pay at the regular rate of pay.

14.12.4 Any time an employee on Industrial Accident or Illness leave is able to return to work, he/she shall be reinstated in his/her position without further loss of regular pay or unused benefits.

An employee on a 39-month reemployment list may submit an interest card to the District in order to be notified of promotional opportunities. Upon reemployment, the employee shall be entitled to all rights, benefits and burdens that were previously his/hers, including the original hire date.

14.12.5 **Continuation of Benefits**: An employee unable to work due to industrial accident or industrial illness, shall continue to receive medical coverage as described in Article 11 of this agreement, for a period not to exceed six (6) months from the first day the employee is on unpaid status with the district.

14.12.6 **Donations for Catastrophic Sick Leave Definition**: Any bargaining unit worker may donate, in one (1) hour increments, accumulated and unused sick and/or vacation leave to another bargaining unit worker when that bargaining unit worker or a member of his/her family suffers from a catastrophic illness or injury, and that bargaining unit worker has exhausted all fully paid leaves, as provided in this section. “Catastrophic illness” as used in this section (14.12.6-14.12.6 (c) (7) is defined to mean the same thing as “serious health condition” as provided in the Family and Medical Leave Policy (Appendix G to the Agreement).

A. **Eligibility for Using Donated Time**
   1. The worker must have exhausted all accrued sick leave (section 14.2), vacation and compensation time balances.
   2. The worker must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill family member, or due to a personal serious health condition. FMLA definitions as contained in Appendix G to the Agreement, shall apply to this section only. In addition, principal domestic partners shall qualify as family members for purposes of this section.

B. Workers donating sick leave must retain a minimum of eighty (80) hours of accrued sick leave. Workers donating vacation must retain at least a twenty (20) day vacation time balance. Recipients may neither accept nor use more than the number of hours needed to provide fully paid sick leave for 175 days. Recipient workers must
work for six (6) continuous months prior to renewed eligibility for further catastrophic illness contributions beyond 175 days.

C. **Procedure for Donation of Hours**
   1. SEIU shall inform workers on a case-by-case basis when the need for donated time arises.
   2. SEIU shall be responsible for collecting donated time. Workers shall authorize donations in writing, signed and dated.
   3. SEIU shall compile the list of donated time in order of donations received and submit the list to the District along with supporting written authorizations. (Once the first round list is received by the District, no more donations will be added. In the event more donations are needed, the process shall repeat itself, subject to paragraph (B) above.)
   4. Once the District receives the list, the workers’ authorizations, and medical verification containing sufficient information to qualify the worker for catastrophic leave, the District will convert the donated hours to dollar amounts, based on the pay rate(s) of the donor workers. Thereafter, the District will deduct sick leave from donors, according to the list, and credit it to the worker on leave, according to the pay rate of the worker on leave.
   5. The total hours (converted to dollars) donated by each worker shall be used before moving to the next donor on the list.
   6. Donor workers on the list whose hours were not used will have their original authorization forms returned to them as a confirmation that their donated hours were not used.
   7. At the completion of the Catastrophic Leave, the District will return to SEIU the original list indicating which donor-workers hours were used.

14.13 **Bereavement Leave**: Employees shall be granted five (5) days leave with full pay in the event of the death of any member of the employee’s immediate family. Additional sick or vacation leave may be granted at the immediate supervisor’s discretion.

14.13.1 “Member of the immediate family” as used in this section means mother, mother-in-law, father, father-in-law, spouse, principal domestic partner, son, daughter, brother, sister, or grandparent of the employee, a relative living in the immediate household of the employee, or an individual having a similar close relationship which the Superintendent/President or designee may accept as qualifying for bereavement leave.
14.14 **Military Leave**: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

14.15 **Jury Duty; Witness Pursuant to Subpoena**: An employee within the bargaining unit required to report for jury duty, or to answer a subpoena as an unpaid witness shall be granted a leave of absence with pay from assigned duties until released by the court, subject to the following:

14.15.1 An employee shall keep the department informed regarding the court schedule.

14.15.2 Any employee who is released from jury duty during normal work hours is required to report to work unless there are less than two (2) hours remaining in the employee’s regular work shift when released by the court. The employee shall not be required to return to work in that case and shall be compensated at his/her regular rate of pay for those hours. When an employee returns to complete a regular shift following time served in court, such time following within the work shift shall be considered as time worked for the purposes of shift completion and overtime computation.

14.15.3 Any employee assigned to a shift which begins on or after 4:00 p.m. or which ends between midnight and 8:00 a.m. shall be entitled to equal time off as leave with pay from his/her next regularly scheduled shift for all time spent while serving on jury duty, or answering a subpoena as an unpaid witness or based on their occupational expertise as an employee of the District at the request of the District.

14.15.4 An employee scheduled for jury duty, or answering subpoena as an unpaid witness or based on occupational expertise as an employee of the District, at the request of the District, on regularly scheduled day off shall receive an alternative equal time off during the pay period or receive compensation at straight time for the time served on jury duty.

14.15.5 The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee’s regular rate of pay. This requires the employee to sign over jury duty payments to the District. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
ARTICLE 15
LEAVES: OTHER

15.1 **Maternity Leave**: Employees who are working are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician. Said employee may be required to produce a licensed medical practitioner's certificate of medical condition. If an employee does not have a sufficient paid leave balance to cover the period of disability leave, leave of absence without pay shall be granted. Upon return to work the employee shall be placed in the same classification without loss of seniority and benefits.

15.2 **General Leaves**: A permanent employee who has used all vacation time to which he/she is entitled and who requests in writing to be absent from work because of personal reasons, may be granted a personal leave without pay for a period of time not to exceed one (1) week if approved by his/her supervisor and/or unit administrator. A personal leave without pay of more than one (1) week may be extended upon approval of the Board of Trustees up to one (1) full year of total leave time. Fringe benefits will be paid by the District through the last day of the month in which an approved unpaid leave begins. The District will resume payment for such benefits effective on the first day of the month following the employee's return to work. The employee may arrange with the Human Resources Department to keep his/her insurance in force during the period of the leave by prepaying the premiums on a monthly basis.

15.3 The District shall grant family care leaves in accordance with State and Federal laws and regulations. Family care leave for the principal domestic partner is provided according to the conditions of coverage as established by the Santa Cruz County Schools Health Insurance Group.
ARTICLE 16
NEGOTIATED LAYOFF AND REEMPLOYMENT

16.1 **Definition:** A layoff shall be defined as any of the following actions for purposes of this Article: an involuntary separation from employment, or an involuntary reduction in the employee's work day, work week, or work year.

16.2 **Reason for Layoff:** Layoff shall occur only for lack of work, or lack of funds.

16.2.1 When, as a result of the expiration of a specially funded program, bargaining unit positions must be eliminated at the end of any school year, and bargaining unit employees will be subject to layoff for lack of funds, the bargaining unit employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 45 days prior to the effective date of their layoff.

16.2.2 When, as a result of a reduction or elimination of the service being performed by any department, bargaining unit employees shall be subject to layoff for lack of work, affected bargaining unit employees shall be given written notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

16.2.3 Nothing herein provided shall preclude a layoff for a lack of funds in the event of actual and existing financial inability to pay the salaries of bargaining unit employees, nor a layoff for a lack of work resulting from causes not foreseeable or preventable by the Board, without providing the notice required by subdivisions 16.2.1 or 16.2.2 hereof.

16.2.4 The District will notify SEIU in writing of any reductions, layoffs, or elimination of services concurrently with employees. Prior to effecting such an action, the District will meet with SEIU upon request to review and respond to the recommended changes. Reduction in hours: Employees who take a voluntary reduction in assigned time as negotiated with the Union in lieu of layoff shall receive the same reemployment rights as employees who are laid off.

16.2.5 An employee separated from employment through layoff shall continue to be enrolled in, and shall continue to receive District contributions for medical and dental benefits to the extent that the employee was enrolled in the insurance programs while employed, in accord with the following schedule:
at least 9 months of service, but
less than 5 years ............................................................ 4 months
at least five years of service, but
less than 7 years ................................................................. 6 months
at least seven years of service .............................................. 9 months

This section completes “effects bargaining” over health and welfare benefits for all future layoffs.

16.2.6 **Final Paycheck:** Any employee being laid off shall be paid in full at the end of his/her shift on the last day of his/her employment.

16.2.7 **Transfer of Bargaining Unit Work:** The District shall not contract out any work which would have been done by employees on layoff to any public or private agency, corporation, or individual, without first offering said work to the laid off employees. This provision shall apply for up to (1) one year from the date of layoff for work within the classification of the laid off employee. The District will offer the laid off employee compensation equal to the last hourly rate of pay at the time of layoff for the duration of the work to be done. Such action by the District does not constitute a recall from layoff.

16.3 **Order of Layoff:** Whenever a classified employee shall be laid off, the order of layoff shall first be by call for volunteers in the classification designated for layoff, and then shall be determined by seniority of the employees in the classification. The employee who has been employed the shortest time as defined in Article 16.3.1, shall be laid off first.

16.3.1 Beginning July 1, 2004 for the purpose of layoff, seniority shall be the District hire date. If two or more employees have the same hire date, a drawing shall be held to determine the order of seniority for purposes of layoff.

16.3.2 Date of hire shall be reduced (moved forward) to account for any period in which the employee is in unpaid status (this does not include time spent on a reemployment list due to layoff).

16.3.3 For purpose of layoff, class is defined as current classification plus deleted classifications from which it directly evolved.

16.4 **Bumping Rights:** An employee laid off from his/her present class may bump into an equal or lower class in which the employee has greatest seniority considering his/her seniority in the equal and lower class and any higher classes. The displaced employee shall first bump into an equal class in which they have seniority, and may continue bumping into a lower class only to avoid layoff.

16.5 The District shall not make use of administrative transfer(s) to avoid or alter the results of employee bumping due to layoff.

16.6 **Layoff in Lieu of Bumping:** An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this agreement.
16.7 **Reemployment Rights:** Laid off persons have an absolute right to reemployment in the class from which they were laid off for a thirty-nine (39) month period if the District determines to reinstate the position formerly held within thirty-nine (39) months of the date of termination. Re-employment shall occur based on seniority, and will be in reverse order of layoff. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion Article of this agreement for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional opportunities. Upon reemployment, the employee shall be entitled to all rights, benefits and burdens that were previously his/hers, including the original hire date.

16.7.1 Bargaining unit employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the bargaining unit employee, returned to a position in their former class or to positions with increased assigned time by seniority as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority for 24 months.
16.8 **Retirement in Lieu of Layoff:**

16.8.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.

16.8.2 The employee shall then be placed on a thirty-nine (39) month reemployment list.

16.8.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

16.8.4 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

16.8.5 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.

16.9 **Notification of Reemployment Opening:** Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening in their previous classes. Such notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to SEIU by the District, which shall acquit the District of its notification responsibility.

16.10 **Employee Notification to District:** An employee shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee does not accept the reemployment, after the second notification, the employee's eligibility on the reemployment list shall terminate.

16.11 **Reemployment in Highest Class:** Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.
ARTICLE 17
GRIEVANCE PROCEDURE

17.1 **Grievance Procedure**: The District and the Union recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees and the District. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

17.1.1 **Grievance Defined**: A grievance is defined as an alleged misinterpretation, violation or misapplication of the provisions of this Agreement, or Board policy covering the terms and conditions as provided in this Agreement, or an alleged infringement of an employee's personal rights as defined in this Agreement.

17.1.2 A “grievant” is one or more workers claiming an alleged violation, misinterpretation or misapplication of a provision of this Agreement which directly affects the grieving worker or group of grieving workers. The right of the Union to submit a grievance is limited to the provisions of this Agreement delineating rights reserved exclusively to the Union.

A “group grievance” may be filed on behalf of more than one specifically named worker.

17.1.3 A “day” is any day in which the District Office of the college is open for business and the employee is scheduled to work.

17.1.4 **Informal Resolution Time Limits**: Before filing a formal written grievance, an informal discussion between an employee(s) and the immediate manager/administrator shall take place within twenty (20) working days of when the employee knows, or reasonably should have known, of the incident upon which the grievance is based in order to resolve the issue. Upon the request of either party the grievant's immediate supervisor shall be included in such informal discussion. Time limits may be extended or waived at any level only by written agreement of the parties involved.

17.1.5 If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party.

17.1.6 The grievant may elect in writing to represent himself/herself rather than have local 415 provide representation, pursuant to applicable law.

17.2 **Procedure**: Grievances shall be handled in the following manner:

17.2.1 **Step One**: If the grievant remains dissatisfied following the informal discussion and review, he/she may submit a written grievance within ten (10) workings days of the informal discussion to his/her
manager/administrator or his/her designee. The grievance shall be submitted on a grievance form, and shall contain the following information: name of grievant; specific nature of grievance; date, time and place of occurrence; specific provision(s) of the contract alleged to have been violated; any steps that were taken to secure informal resolution including date of informal discussion; corrective actions desired; the name of any person or representative chosen by the employee to participate in the grievance procedure.

17.2.1.1 The manager/administrator or his/her designee may hold a conference within ten (10) working days of receipt.

17.2.1.2 The manager/administrator shall submit a written response to the grievant and his/her representative of the decision in the matter within ten (10) working days after the conclusion of the conference or ten (10) working days after receipt of the grievance if no conference is held.

17.2.2 Step Two: If the grievant remains dissatisfied following the decision at Level 1, he/she may submit the grievance within ten (10) working days after receipt of the decision from Level 1, requesting a review of the grievance by the Superintendent/President or his/her designee. Such written request shall include the original grievance, prior written decision and a statement explaining why the grievant remains dissatisfied.

17.2.2.1 The Superintendent/President or his/her designated representative may hold a conference with all interested parties on the complaint within ten (10) working days of receipt.

17.2.2.2 The Superintendent/President or designated representative shall submit a written response to the grievant and his/her representative of the decision in the matter within ten (10) working days after the conclusion of the conference or ten (10) working days after receipt of the grievance if no conference is held.

17.2.3 Mediation Step (Optional): If the grievance is not satisfactorily resolved at Step 2, the parties may mutually agree to non-binding mediation within 15 working days of receipt of the President’s Step 2 response. The parties shall attempt to reach mutual agreement on a mediator. If they do not, they shall mutually request assignment of a mediator from the State Conciliation and Mediation Service. If, after the mediation, the grievance is still not resolved, the Union may, within 15 working days of the mediation meeting, proceed to Step 3 below.

17.2.4 Step Three: Hearing Officer/Binding Arbitration: If the grievance is not resolved satisfactorily at Step Two or at mediation, the Union may, within
fifteen (15) working days, file with the Superintendent/President a written notice of request to appeal the grievance to a hearing officer.

17.2.4.1 Within ten (10) working days from the date of receipt of notice of request of appeal, the Union and the District may agree on a hearing officer or shall request that the state Conciliation Service supply a panel of five (5) names of persons qualified and available to act as a hearing officer. Within ten (10) working days of receipt of the list, the District and the Union shall alternately strike names from such a list, with the last remaining name to be the person serving as hearing officer. The party having first choice to strike a name from the list shall be determined by lot.

17.2.4.2 At the request of either party, proceedings shall be recorded. A party requesting a transcript shall bear the expense. However, should either party request transcripts of the hearing, a copy shall be made available to the other party at one-half the cost of preparation of the transcript.

17.2.4.3 The hearing officer shall make written findings of fact and a decision within thirty (30) calendar days of the conclusion of the hearing. Such decision shall be final and binding upon the parties. A copy of the decision shall be furnished to the District and the Union.

17.2.4.4 The hearing officer's expenses if any including a court reporter, shall be borne equally by the Union and the District. Each party shall bear the cost of its own presentation including the preparation of post hearing briefs.

17.2.4.5 The jurisdiction and authority of the hearing officer shall be confined exclusively to the interpretation of the explicit provisions of this contract which are at issue between the two parties. The hearing officer shall have no authority to add to, detract from, alter, amend, or modify any provision of this contract or impose on any party hereto a limitation or obligation not explicitly provided for in this contract or to alter any wage rate or wage structure. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law. The decision of the hearing officer shall be rendered after the evidence and arguments are presented by the parties in the presence of each other, or following the submission of post-hearing briefs, which shall be required upon request by the District, the Union, or the arbitrator.
ARTICLE 18
COMPLAINTS

18.1 Complaint Defined: A complaint is a written expression of protest or dissatisfaction, which is less than a grievance as defined in this contract.

18.2 Complaint Procedure: The Union and the District recognize that there may be employee complaints outside the scope of this contract. The parties also recognize that such complaints should be processed in a fair and timely manner and agree that the following procedure will serve that purpose. If the employee is not satisfied with attempts to resolve a complaint with his/her immediate supervisor, or for other reasons believe that additional support is appropriate to the circumstance, the following steps shall be taken:

18.2.1 Informally (verbally) present the circumstances to his/her immediate supervisor.

18.2.2 If resolution is not satisfactorily made informally, the complainant and his/her representative shall meet with the Personnel Director or designee who will initiate an appropriate plan to provide a resolution. Such resolution shall take place, whenever possible within five (5) working days.

18.2.3 Resolution may include an agreement between the complainant and an officer of the College with authority to resolve the issue.

18.2.4 Resolution may involve the determination that the complaint cannot be satisfied at a lower level, in which case it must be referred to the Superintendent/President for final determination.
ARTICLE 19
DISCIPLINARY ACTION

19.1 **Purpose:** This article is to establish just cause, due process, and progressive discipline procedures for bargaining unit members.

19.2 The District may take disciplinary action for just cause as described by Board Policy 5530 (see Appendix E).

19.3 The District will utilize the principles of progressive discipline in administering Board Policy 5530. The parties acknowledge that these principles include the reasonable exercise of discretion by the District in determining that progressive steps of the discipline procedure may be bypassed, depending on the severity of the employee’s misconduct.

19.4 The principles of progressive discipline include the following pre-disciplinary steps (i.e., prior to “disciplinary action” as defined in Appendix E):

19.4.1 Verbal warning (which may be memorialized in writing)

19.4.2 Written warning

19.4.3 Written reprimand

19.5 Following application of progressive discipline as appropriate and as set forth in this article, the District may determine that the unit member’s further conduct justifies moving for “disciplinary action” as defined in Appendix E.
ARTICLE 20
SAFETY

20.1 The District will conform to and comply with all Federal, State and local health and safety laws and regulations. The District will take the necessary steps to ensure employee health and safety including, but not limited to, any and all training prior to the use and safe operation of any equipment or machine used in the course of an employee’s job.

20.2 Unit members shall maintain good worksite safety practices in all facilities.

20.3 No employee shall be required to work under unsafe conditions nor to perform tasks that endanger the employee’s health, safety and well-being. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards.
   A. Employees shall report health or safety hazards to their immediate supervisor upon discovery.
   B. If the supervisor is unable to abate the hazard, he/she shall refer the matter to the manager in authority. An employee may refer a safety hazard directly to the department manager if the supervisor is unavailable or unable to abate the safety hazard.
   C. If the District is unable to abate a safety hazard, and an employee has been assigned to a task which, in the employee’s belief and good faith, threatens the employee’s health or safety or puts the employee or another person in danger of physical injury, the employee may refuse in good faith to perform the task. An employee’s refusal in good faith to perform the task shall not be just cause for discipline provided that the employee’s good faith belief is based on ascertainable, objective evidence supporting the employee’s conclusions.
   D. No employee shall be discriminated against as a result of reporting any conditions believed to be a violation of health, safety or sanitation laws or regulations.

20.4 The District will investigate such reports and take appropriate actions to correct those conditions found to be unsafe or unhealthy. Standards established by State or Federal law shall prevail.

20.5 The District Safety Committee, which shall include three union members and up to three management representatives, shall meet at least bimonthly during the academic year to consider potential and actual safety, health and safety training matters for employees. The committee shall make recommendations to the District Vice President of Business Services concerning safety, health and safety training. Minutes of the committee’s meeting shall be distributed to all committee members and be available electronically to a designated union representative. Release time shall be provided for members serving on the committee.

20.6 Special attention shall be given to VDT/CRT safety as the topic is studied and information becomes available. In consultation with the safety committee and/or District Safety consultant, VDT/CRT stations will be provided with adjustable glare control, proper ergonomic seating and keyboard placement, and shielding for the VDT/CRT units (as
deemed necessary) upon request to help protect the operator from low-level radiation. VDT/CRT and 10-key operators shall take rest periods in accordance with Article 7.4.
ARTICLE 21
SEVERABILITY

21.1 **Savings Clause**: If, during the life of this Contract, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Contract, such provision shall be immediately suspended and be of no effect hereafter so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Contract shall not invalidate any remaining portions which shall continue in full force and effect.

21.2 **Replacement for Severed Provision**: In the event of suspension or invalidation or any Article or Section of this Contract, the parties agree to meet and negotiate as soon as reasonably possible after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section at the written request of either party to this Contract.
This Contract shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment.

During the term of this Contract, the District and Union expressly waive and relinquish the right to bargain collectively on any matter:

Whether or not specifically referred to or covered in the Contract, even though not within the knowledge or contemplation of either party at the time of negotiations; even though during negotiations the matters were proposed and later withdrawn; it is understood and agreed that the specific provisions contained in this Contract shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provision in this Contract, such practices and procedures are discretionary with the District; it is also understood that the District will not change, alter, amend, or otherwise invalidate any written District policy within the scope of representation for the duration of this Contract.

The parties agree that this contract supersedes and replaces previous contracts entered into between the District and the Union. Existing past practices and policies, within the scope of negotiations between the Union and the District shall continue unless changed through mutual agreement of both parties.
ARTICLE 23

CONCERTED ACTIVITIES

23.1 It is agreed and understood that there will be no strike, work stoppage, refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operation of the District by the Union and/or its officers, agents, or members, during the term of this Contract.

23.2 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Contract and to make every reasonable effort toward inducing all employees to do so. In the event of a strike or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all reasonable steps to cause those employees to cease such action.

23.3 It is agreed and understood that any employee violating this Article may be subject to disciplinary action.

23.4 During the term of this Contract, the District agrees that it will not lock out workers and the Union agrees that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Union dues, service fees, and charitable contribution deductions by the District, and the employee rights to any negotiated benefits. Refusal of employees to cross a primary picket line shall not be cause for discipline nor construed as a violation of this contract agreement.
Article 24
DURATION

24.1 Length of Agreement:
24.1.1 The parties agree to a three year agreement effective on July 1, 2004 through June 30, 2007.

24.1.2 Notwithstanding the waiver of the duty to negotiate in Article 22 herein, the parties specifically agree to reopen negotiations during the term of this Agreement as follows:
   24.1.2.1 If the District agrees to reopen negotiations regarding health benefits during fiscal year 2004-05 with any other bargaining unit, the parties agree to reopen Article 11.

24.2 During the 2005-06 and 2006-07 fiscal years, the parties agree to reopen section 8.1 (salary schedule), following enactment of the State Budget for community colleges for that fiscal year.
   24.2.1 During the 2005-06 fiscal year, the parties agree to reopen section 14.12.6 Donations for Catastrophic Sick Leave.

   24.2.2 During the 2005-06 fiscal year, the parties agree to reopen over the issue of whether the District will offer a PERS Golden Handshake retirement incentive.

   24.2.3 No other openers are authorized during the term of the Agreement except by mutual agreement.

Signed and entered into this ____ day of ______________, 2005

FOR THE DISTRICT

Pegi Ard
Vice President, Business Services

Gregory J. Dannis
District Spokesperson

Diane Goody
Personnel Analyst

FOR LOCAL 415

Kathy Abma
Negotiating Team Member

Janus Blume
Negotiating Team Member

Gabe Gutierrez
Negotiating Team Member
Loree McCawley
Director of Personnel/Human Resources

Leah Hlavaty
Negotiating Team Member

Jack Turner
Consultant

Lena Mason
Negotiating Team Member

Stephanie Stainback
Negotiating Team Member

Ellen Stuck
Negotiating Team Member

Peggy Weaver
Union Spokesperson
APPENDIX B
CLASSIFIED PERSONNEL PRERETIREMENT PROGRAM

Under this program, classified staff may be permitted to reduce their work year from full-time to part-time as authorized by law and to have their retirement benefits based on full-time employment. In order to qualify for this program, the staff member shall meet the following requirements:

1. The employee must have reached the age of 55 years prior to the period in which reduced-time employment is requested and must submit a request in writing to the personnel office at least 45 days prior to the date on which the preretirement is to be effective.

2. Length of participation in the preretirement program shall not exceed five years or upon reaching the age of 70 years, whichever comes first. Employees requesting preretirement must have been employed full-time in a regular classified position for at least 10 years, including the immediately preceding 5 years, provided, however, that leaves with pay shall not be considered to be a break in service for purposes of this policy.

3. The option of part-time employment shall be initiated by the employee. The specific assignment must be by mutual agreement, based on feasibility, between the employee and the district.

4. The minimum part-time employment shall be the equivalent of one-half of the days and hours of service required in a full-time assignment. Any subsequent alteration to the days and hours of service may only be accomplished by mutual agreement of the employee and the district.

5. The employee shall receive the salary which is the pro-rata share of the salary earned if he or she continued in full-time employment. The employee shall retain all other rights and benefits for which he or she makes the payments that would be required if in full-time employment, including retirement contributions paid by employee and district. With this option, both the district and the employee will make retirement contributions as if the employee were earning a full salary.

6. The employee shall receive the same fringe benefits as a full-time employee. All leave benefits afforded a full-time employee shall be earned by the part-time employee on a pro-rated basis.

Legal Reference
Ed. Code Section 88038
Government Code Sections 53201 and 20905
APPENDIX C

PROFESSIONAL GROWTH PROGRAM
FOR CLASSIFIED EMPLOYEES

1. **Eligibility to Participate**
   All classified employees in the bargaining unit shall be eligible to participate.
   
   a. Requirements and increments for eligible employees are as follows:
      (1) Nine to twelve (9-12) units may be earned in each fiscal year.
      
      (2) Upon qualification of an increment award the percentage of contract worked will be applied to the dollar value of a professional growth unit. (Example: 50% contract = .50 X unit rate.)
      
      (3) Upon qualification of an increment award the months worked will be applied to the dollar value of a professional growth unit. (Example: $40 x 9 units = $360 ÷ 12 months = $30 x months of service.)
   
   b. Each class, workshop, conference, non-college course or service in an educational or professional association must be accompanied by a fully completed “Professional Growth Application” form signed by the employee and employee’s supervisor.
   
   c. All regular classified employees working 20 hours or more per week and who have completed at least a six-month probationary period of employment are eligible to participate.

2. **Course Designations**
   
   a. **Job-Related Courses**
      (1) Subject matter related to position occupied by employee, or
      
      (2) related to position to which employee might logically advance from current position, or
      
      (3) knowledge gained from the course may be deemed beneficial to the department through participant’s application of increased knowledge or skill.
      
      (4) At least 50% of the units in each increment award shall be job-related. All units above 36 must be job related.
   
   b. **General Education Courses**
      Non-job related courses are intended to improve the employee’s education, knowledge, and understanding of the college and the community, in the belief that an enlightened, educated employee is a better employee.
c. **Noncredit Courses**
Noncredit courses, such as conferences, workshops or seminars are those which meet the requirements of 2(a) and 2(b) above and for which grades are not normally awarded.

d. **Prior Credit**
No credit will be given for units earned prior to July 1, 1972, the initiation date of the program, or for courses taken prior to the employee’s original date of hire.

e. **Credit by Examination**
No credit will be given for units earned under the "credit by examination" provisions outlined in the Cabrillo College catalog.

f. **Repeat Courses**
Credit for a repeat course in which prior academic credit has been earned will be considered for approval on an individual basis.

3. **Credit Basis**
Credit shall be earned on the following basis:

a. **College-level courses**: one semester course unit equals one increment unit with a passing grade of C- or better.

b. **College-level courses**: one quarter unit course equals 2/3 of a semester unit with a passing grade of C- or better.

c. Non-college level courses and ungraded courses, such as conferences, workshops, or seminars: one-half unit for each 16 hours participation.

d. Service in job-related educational or professional associations, including holding elective office in:
   1. **Local association**: one unit for full year in office.
   2. **County, state or national association**: one unit for full year in office.
   3. **SEIU**: one unit for full year in office for elective offices not to exceed 42 which include: President, 1st Vice President, 2nd Vice President, Treasurer, recorder, 6 Council positions (5 at-large & 1 Chief Steward); 5 negotiation team members & 2 alternates; 2 Local E-Board Representatives; and 22 Stewards.

4. **Increment Values and Awards**
   a. The value of one (1) unit shall be $40.00 per year.
   
   b. 9-12 units ($360-$480 per year) may be earned in each fiscal year. No increments shall be awarded on half units. Such partial units will be applied toward the next increment award. All units above 36 must be job related.
   
   c. Increment payments shall be included in regular monthly salary warrants.
d. No units may be earned for attendance at any institute, workshop, or conference for which the district pays more than 50% of the fees.

e. No units of credit may be earned during any scheduled working hours for which participant is paid by the college.

f. Once earned, increments shall be permanent and shall be paid in addition to any other salary increases.

Employee Guidelines for Program Participation
Participation in the Classified Employee Professional Growth Program is optional.

Each employee should become familiar with the following:

1. Professional Growth Application Form
To enroll in the program, an employee must fill out the Professional Growth Application form and submit it to PGRC. The Professional Growth Application form may be filed at any time for each class, workshop, conference, non-college course, and service in an educational or professional association.

2. PGRC’s Coursework Review/ Approval and Request for Increment Award
Upon completion of at least 9 units an employee is eligible for an increment award. Upon approval of the award, the employee immediately starts another one-year qualifying period.

Because of the flexibility of the program, increment awards are not automatic. Upon completion of 9, 10, 11 or 12 units, an employee must file a letter requesting an increment award with PGRC before increment is awarded.

All Professional Growth Application Forms and letters requesting increment awards must be filed with the PGRC prior to June 15 of each fiscal year of the qualifying period to be eligible for payment of increments on July 1 of the following fiscal year. Requests filed after June 15th will be held until the following year.

After an employee reaches a total award of 36 units, all subsequent job related units in any qualifying period, regardless of the number of units, will be awarded on July 1st of the following fiscal year.

3. Statement of Units Earned/Verification of Coursework
Verification of coursework completion must be submitted to Human Resources prior to June 15 of each year in the form of transcripts or grade slips. For ungraded courses, conferences, workshops, seminars, or similar activities, a confirmation of attendance and a written summary of material covered is required. Additionally, written justification to support job relevance may accompany the submitted materials.

When an employee engages in activities wherein the total hours of attendance are less than the 16 hours requirement for 1/2 unit credit, the hours will be entered on the permanent record and when a total of 32 hours is reached, the participant will be given credit for 1 unit.

Human Resources shall maintain a permanent record for all employees enrolled in the Professional Growth Program. All units shall be entered on this permanent record immediately upon approval. Copies will be made available to the employee upon request.

Upon approval by the PGRC, Human Resources will notify the employee of their increment award. Payment of such award shall be made in equal monthly increments, beginning with the July 1 pay period of the following fiscal year.

4. **Request for Appeal**
An employee has the right to request, and be granted, an appeal before the PGRC on any matters related to the Professional Growth Program. Such request for appeal shall be submitted in writing to the Professional Growth Committee in care of the Human Resources Office.
APPENDIX D

RETRAINING AND STUDY LEAVE POLICY
FOR CLASSIFIED PERSONNEL

Legal Basis: Education Code Sections 88220 through 88227

Legislative Intent, Article 88220: "In enacting this article the Legislature recognizes that technological and other changes are occurring which may displace otherwise desirable classified employees in the public school systems of the state. The Legislature intends that the enactment of this article will encourage classified employees to prepare themselves for the changes that are occurring and will also encourage governing boards to utilize the article to further study and retraining by classified personnel."

Eligibility: All permanent contracted classified employees shall be equally eligible to apply for paid, unpaid or partially paid retraining and educational leaves, subject to the following policies and provisions:

Retraining leave policy

1. Definitions
   a. A leave granted to update or improve existing job skills for the purpose of retraining to meet changing conditions within the district.
   b. A leave granted to an incumbent employee to retrain for a new position when the existing position is to be abolished or significantly altered.
   c. A leave granted to an incumbent employee who, for physical or other reasons, can no longer perform in the present position, but who may be reasonably retrained for another.

2. Eligibility and Criteria
   a. Employee request: To be eligible for a retraining leave, an employee must have rendered service to the District for at least three consecutive years preceding the granting of such retraining leave, and no more than one such leave shall be granted in each three-year period. Further, the employee shall serve the District for at least two years after successful completion of the retraining program.
   b. District request: In the event that the Board contemplates the abolition of positions in the classified service and the creation of new positions because of automation, technological improvements, or for any other reason consistent with this policy, it shall, whenever possible, provide for the retraining of displaced employees in accordance with these rules:
   (1) An employee must be serving in a position which the District contemplates abolishing or significantly changing the qualifications thereof.
(2) The employee shall indicate a willingness to undergo the prescribed training program or, in the alternative, forfeit his/her claim to the provisions of this policy.

(3) The results of the retraining program shall clearly be of benefit to the District.

(4) The employee shall agree to serve the District for at least two years after successful completion of the retraining program.

(5) Contract provisions relating to seniority (District hire date) shall apply.

The Board shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be conducted.

3. **Duration**
   An approved retraining leave may be taken in cycles of time appropriate to the available training up to a period of one year, the successful completion of which must be accomplished within a three-year time span. Intervening work periods within a retraining program shall be calculated toward eligibility for additional retraining if such should become necessary, and such leaves shall not be considered a break in service. (Education Code 88221)

4. **Compensation**
   An employee on retraining leave shall receive full compensation, including all benefits and seniority rights (District hire date) according to his/her placement on the salary schedule and employment status. The District shall, in addition to regular compensation, bear the costs, if any, of the approved retraining plan; or in the alternative the employee may bear such costs and apply the earned credit toward his/her professional growth increment program. (Education Code 88227)

**STUDY LEAVE POLICY**

1. **Purpose**
   A study leave is intended to provide the opportunity for increasing professional competence, and in turn enhance an individual's service to the District. Any proposed plan of study should outline its relationship to the employee's position and/or career goals with the District.

2. **Eligibility and Criteria**
   a. **Employee request**: To be eligible for a study leave, an employee must have completed seven consecutive years of service to the District. (Education Code 88222)
   
   b. **Service after leave**: The employee shall serve the District for a period of time amounting to twice the term of the leave immediately following the leave. A faithful performance bond or leave of absence agreement shall be executed as a condition of the leave.
3. **Duration**
   a. Leaves may be granted for a full year, for a partial year, for additional blocks of time, but in no case to exceed one full year.

   b. The study leave shall not be deemed a break in continuity of service, nor shall the period of such absence count toward the years required for further leaves.

4. **Compensation**
   a. An employee on a study leave may receive full, partial, or no compensation proportionate to the relative benefit gained by the District as a result of the study leave as determined by the President with the advice of the committee.

   b. Classified members on study leave shall be compensated for any work they perform at the District during the term of the leave.

   c. The employee shall continue to receive full fringe benefits for the duration of the study leave in proportion to the compensation received.

5. **Restrictions**
   a. Departments will be expected to adjust work loads, where feasible, in order to accommodate for the absence of an employee on a study leave. To avoid unnecessary hardship the number of classified personnel absent for a study leave during any one year shall not exceed two percent of the classified staff.

   b. All study leaves shall have priority on the basis of seniority (District hire date).

6. **Report**
   Upon completion of a study leave, a written report shall be submitted to the Labor-Management Committee, the employee's supervisor and/or department administrator, and filed in the employee's personnel file. The report shall be due within 30 days of completion of the leave. If the purpose of the leave is academic study, an official transcript shall be included with the report.

**APPLICATION AND APPROVAL PROCESS**

**RETRAINING AND STUDY LEAVE POLICIES**

1. **Requests**
   Requests for retraining or study leaves must be submitted in writing, on the appropriate forms, to the immediate supervisor and the administrator of the department. Leave request forms shall be provided by the Personnel Department. Details of the planned activity must accompany such requests. The supervisor and administrator shall, within five working days, forward such requests, together with their recommendations, to the Labor-Management Committee.

   a. **Committee approval**: Within five working days after receipt of such request, the committee shall notify the applicant and the applicant's immediate supervisor of its recommendation. When a request is approved by committee, the recommendation is forwarded to the President for action. If the request receives
Presidential approval it shall be presented as a recommendation to the Governing Board.

b. **Committee denial:** Should an employee's request be recommended for denial by the Labor-Management Committee, a written appeal may be filed with the committee through the employee's supervisor and/or Job Steward within five working days. When such appeal is filed, the committee shall respond within five working days. If the appeal is approved, the recommendation shall be forwarded to the President for action. If the President approves the request, it shall be presented as a recommendation to the Governing Board. If the appeal is denied, the committee shall forward its recommendation to the President. The President shall have final decision authority in all cases.

c. **Committee approval - Presidential denial:** If the committee approves the request, but the President denies the recommendation, the appeal procedures shall be filed directly with the President.

2. **Recommendations**
Each committee member shall present his/her individual recommendation in writing to the President. A copy shall be available to the employee.
RULES AND REGULATIONS GOVERNING DISCIPLINARY PROCEDURES FOR CLASSIFIED EMPLOYEES

The following policy is adopted by the Cabrillo College Governing Board in accordance with the requirements of the California Education Code Sections 88013 and 88016 and is referenced in Appendix E to the collective bargaining agreement between Cabrillo College Classified Employees International Union, Local 415 and Cabrillo Community College District.

Probationary Employees in the classified service shall be subject to disciplinary action, including termination, and shall not have a right to a hearing with respect thereto.

Permanent Employees in the classified service shall be subject to disciplinary action only for cause as prescribed in this policy and shall have all of the rights and protections as provided for herein, by law and, if a bargaining unit representee, the current union contract.

No employee in the classified service shall be disciplined because of political or religious creed, race, color, sex, sexual orientation, national origin or ancestry, age, mental or physical disability, medical condition, or marital status.

I. **Disciplinary Procedure.** A permanent classified employee may be disciplined by the district superintendent for cause as provided in Paragraph II of this policy; provided, however, that such action shall not be effective until written charges are filed and served upon the employee and the Board has taken action as herein provided.

"Disciplinary action" includes dismissal, suspension, or demotion. Nothing herein shall prevent a layoff for lack of work or lack of funds.

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the fact to the district. (E.C. Section 88013).

II. **Cause for Disciplinary Action.** One or more of the following causes shall be grounds for disciplinary action, as defined in these rules and regulations.

a. Incompetence or inefficiency in the performance of the duties of an assigned position.

b. Inability to perform assigned duties due to failure to meet or retain job qualifications (including but not limited to failure to possess required licenses, failure to pass required tests or failure to maintain standard risk insurability).
c. Absence and/or repeated tardiness without authority or acceptable reason, or abandonment of position.

d. Insubordination (including, but not limited to, refusal to do assigned work).

e. Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public.

f. Dishonesty.

g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him or her, or furnishing alcoholic beverages to a student or District employee which is consumed while on District property or while performing duties on behalf of the District (e.g., while on duty on field trips).

h. Possession or use of narcotics or a controlled substance without appropriate prescription while on the job, or reporting to work while under the influence of a narcotic or controlled substance, or furnishing a narcotic or controlled substance to a student or District employee. This cause shall not preclude discipline for use of a prescribed narcotic or controlled substance while on the job if such use harms the safety of the individual, employees, students or District property.

i. Violation of the requirements of Article 4 Section 4.1 of the collective bargaining agreement relating to the payment of union dues or service fees.

j. Conviction of any crime involving moral turpitude.

k. Arrest for a sex offense as defined in Education Code Section 87010.

l. Conviction of a controlled substance offense as defined in Education Code Section 87011.

m. **Knowing** falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.

n. Carelessness or negligence in the performance of duty or in the care or use of district property.

o. Violation of or refusal to obey the school laws or the state rules and regulations of the district.

p. A physical or mental disability which precludes the employee from the satisfactory performance of his or her duties and responsibilities as determined by competent medical authority with due regard for applicable state and federal disability laws.

q. Engaging in political activity during assigned hours of employment.
r. Offering anything of value or offering any service in exchange for special treatment or personal gain in connection with the employee’s job or employment.

s. Willful damage to public property or waste of public supplies or equipment.

t. Neglect of duty.

u. Unlawful discrimination, including harassment, on the basis of race, political or religious creed, color, national origin, ancestry, mental or physical disability, medical condition, marital status, sex, sexual orientation or age against the public, students, or other employees when acting in the capacity of a District employee.

v. Retaliation against any District officer, employee, student or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

III. **Hearings**

a. **Preliminary Written Notice**

A permanent classified employee shall receive a preliminary written notice of any proposed suspension, demotion or dismissal. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.

The classified employee shall have the right to respond either orally or in writing within a specified reasonable time to the Superintendent or Superintendent’s designee. This response may include a request for a meeting among agreed upon interested parties. The purpose of such a meeting shall be mediatory in an effort to reach a mutually agreed to resolution prior to and without the need for formal written charges and/or hearings. This request shall not extend the specified reasonable time for the employee’s response as set forth in this section. The Superintendent or designee shall consider the employee’s response and recommend within five (5) days after receipt of the response or the meeting (if one is held), whichever is later, that the proposed disciplinary action either be taken or not taken.

b. **Notice of Suspension, Demotion or Dismissal**

Any permanent classified employee against whom suspension, demotion or dismissal action is initiated by the district shall be given written notice by the Superintendent or authorized representative with concurrent notice to the Union.

Notice of disciplinary action must be served on the employee in person or, in the event that is not possible, sent by certified mail to the last known address of the employee prior to the disciplinary action becoming effective. The notice shall be
included in the employee's personnel file, with a copy sent to the Union, and shall include:

(1) A statement of the nature of the disciplinary action;

(2) The effective date of the action;

(3) A statement of the cause thereof;

(4) A statement, in ordinary and concise language, of the acts or omissions upon which the causes are based, including the specific rule or requisition violated, if any;

(5) A statement advising the employee of the right to appeal the action and the right to Union representation;

(6) A paper, the signing and filing of which with the Superintendent or authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

Such employee shall be given either ten (10) days notice of dismissal, suspension or demotion, or in the alternative ten (10) days compensation. Administrative leave, paid or unpaid, may be imposed (implemented), immediately, upon receipt of notice if circumstances so warrant according to the best judgment of the administrator.

c. **Conduct of the Hearing**

(1) **Hearing Board.** The Governing Board shall determine whether any hearing will be conducted before the entire Governing Board or be submitted to advisory arbitration. If advisory arbitration is selected, an arbitrator shall be selected according to the procedure described in Article 17.2.4.1 of the Collective Bargaining Agreement between Cabrillo College Classified Employees S.E.I.U. Local 415 and Cabrillo Community College District.

(2) **Notice of Hearing.** The Governing Board or the Hearing Board shall set the matter for hearing and give the employee at least five (5) business days notice in writing of the date and place of such hearing.

(3) **Rights of Employee.** The employee shall attend any hearing, unless excused by the Governing Board or the Hearing Board, and shall be entitled to:

   (i) be represented by counsel or any other person at such hearing;

   (ii) testify under oath;

   (iii) compel the attendance of any other employees of the district to testify in his/her behalf;
(iv) cross-examine all witnesses appearing against him/her and all employees of the district whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Board;

(v) impeach any witness;

(vi) present such affidavits, exhibits and other evidence as the Hearing Board deems pertinent to the inquiry;

(vii) argue his/her case.

The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

IV. **Evidence.** The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil action. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

V. **Exclusion of Witness.** The Hearing Board may in its discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

VI. **Burden of Proof.** The burden of proof shall be upon the party attempting to substantiate the charges.

VII. **Findings and Decision.** Upon completion of the hearing, Findings of Fact and Conclusions of Law shall be signed and filed by the Governing Board, which shall constitute its decision. If the hearing is not before a quorum of the Governing Board, written findings and conclusions shall be submitted by the Hearing Board to the Governing Board for its approval. If the Governing Board accepts such findings and conclusions, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must read the record or hold a new hearing, after which it may adopt the findings and conclusions made by the Hearing Board, or make its own findings and conclusions.

Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee and his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive.
VIII. **Report of Hearings.** Hearings may be conducted without a stenographic reporter or phonographic recording machine unless the employee requests in writing, at least one full business day before the day set for the hearing, that such hearing be reported or recorded and pays the cost or fee for such reporting or recording as estimated by the Superintendent or authorized representative, or provide his/her own recorder or recording machine.

IX. **Transcripts of Hearings.** Transcripts of hearings shall be furnished to any person on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the district, the cost shall be determined by the employee in charge of business affairs of the district, such cost not to exceed the actual cost of preparing such transcript. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

X. **Continuances.** The Hearing Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the employee shall be deemed to have waived salary for the period of the continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

XI. **Alternative Hearing.** As an alternative to the type of hearing provided for in subdivision c. above, the employee may request that the hearing to be conducted be an informal one by so stating in his/her demand for hearing. In the event the employee requests an informal hearing, the Superintendent or authorized designee shall arrange with the employee for the type of informal hearing to be conducted and the parties may agree in writing upon what person or persons shall hear the matter and how the hearing shall be conducted. In the event the parties fail to agree in writing within five (5) days after filing of the notice of demand for hearing upon who shall hear the matter and how it shall be conducted, the hearing shall be conducted as provided for in subdivision c. above. In the event the matter is informally heard as agreed upon in writing, the decision of the persons hearing the matter shall be final and conclusive, and there shall be no right of appeal by the employee to the Governing Board or to the courts unless otherwise stipulated in the written agreement to handle as an informal hearing.
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APPENDIX F

VACATION CALCULATIONS FOR FULL TIME EMPLOYEES WHO WORK LESS THAN 12 MONTHS

9 Month Employee

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10 Month Employee

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11 Month Employee

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<th>TOTAL HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4</td>
<td>12 * 11/12</td>
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<td>15 * 11/12</td>
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<td>18 * 11/12</td>
<td>16.5</td>
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<td>19 * 11/12</td>
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</tr>
</tbody>
</table>

Payroll figures vacation time in hours per month. Divide the total hours of vacation by the number of months contracted to work. That number is the hours credited per month for the number of months of contract (not the number of months the employee receives a pay check). Payroll credits the employee starting in September for 10 month employees. An 11 month employee's credit starts in August.

EXAMPLE: 10 month employee, 7th year of service (count working months)-Earns 14.17 days which is 113.33 hours. Divide 113.33 by 10 which is 11.33 hours per month. Beginning in September the employee is credited with 11.33 hours and is given this amount through June.

If you are a less than full time, less than 12-month employee, figure the percentage of total hours to which you are entitled.
APPENDIX G
FAMILY AND MEDICAL LEAVE POLICY

The Governing Board of Cabrillo College will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in such state of federal laws unless so provided in a collective bargaining agreement with Cabrillo College employees. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most liberal benefits available under either law.

To the extent that this policy provides more generous benefits than are currently provided in the Cabrillo College Faculty Agreement and the SEIU Agreement, the provisions of this policy and the law shall apply.

An employee should contact his/her supervisor or the Human Resources office as soon as he/she becomes aware of the need for a family and medical leave. Supervisors should gather sufficient information to enable him/her to ascertain whether an employee may be entitled to family and medical leave, even if the employee does no specifically request such leave. Supervisors must refer all employees requesting or potentially entitled to a family and medical leave to the Human Resources office.
Definitions

(1) **Child:** A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 or an adult dependent child.

(2) **Parent:** A biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

(3) **Spouse:** A husband or wife as defined under California law. (Note: common law marriage is not recognized under California law.)

(4) **Serious Health Condition:** An illness, injury or impairment, or physical or mental condition that involves either
(a) inpatient care in a hospital, hospice or residential health care facility, or (b) continuing treatment or continuing supervision by a health care provider.

Employee Eligibility

To be eligible for family and medical leave benefits, an employee must:

(1) have worked for the District for a total of at least 12 months (need not be consecutive), and

(2) have worked at least 1,250 hours during the 12 calendar months immediately preceding the date of the leave, except overtime exempt employees and full-time educators who are deemed to meet the 1,250 hour requirement if they meet the 12 month requirement stated in (1) above, and

(3) work at a location where at least 50 employees are employed by the District within 75 miles.

Allowable Reasons for Family and Medical Leave

Eligible employees may be granted family and medical leave for one or more of the following reasons:

(1) for the birth of a child or placement of a child with the employee for adoption or foster care; or

(2) to care for an immediate family member (spouse, child or parent) with a serious health condition; or

(3) when the employee is unable to work because of his/her own serious health condition.

Leave Available

Eligible full-time employees may receive up to a total of 12 work weeks (60 work days) of unpaid leave during a rolling 12-month period. The maximum family and medical leave for an eligible part-time employee is prorated based on the percentage of full-time he/she works.
The rolling 12-month period will be counted backward from the date an employee uses any family and medical leave. The amount of family and medical leave available to an eligible employee will be 12 work weeks less any family and medical leave used during the rolling 12-month period.

If both spouses are employed by the District, the maximum family and medical leave available for the birth or placement of a child will be an aggregate of 12 work weeks for both spouses.

Under some circumstances, employees may take family and medical leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. Employees should contact the Human Resources department regarding their individual situation.

Pregnant employees may have right to take a pregnancy disability leave in addition to a family and medical leave; such employees should contact the Human Resources department regarding their individual situation.

**Notice and Certification**

Employees seeking to use family and medical leave may be required to provide:

1. 30-day notice when the need for the leave is foreseeable;

2. when the need for family and medical leave is unforeseeable, normally five working days notice, and not less than one day’s notice, unless the employee is able to demonstrate extraordinary circumstances, in which case no advance notice shall be required;

3. medical certification (prior to leave) of need for leave requested for reasons of “serious health condition” of self or immediate family member, and recertification if additional leave is required;

4. medical certification (prior to reinstatement) of fitness-for-duty of employee returning from leave that was for employee’s own serious health condition. The employee must be notified when leave is requested that a fitness-for-duty certification may be required prior to reinstatement;

5. periodic recertification; and

6. periodic reports during the leave.

When leave is needed to care for an immediate family member or the employee’s own serious health condition, and if for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the District’s operation.

When leave is requested for the birth or placement of a child, the leave must be initiated within one year of the birth or placement.

**Compensation During Leave and Concurrent Use of Accrued Paid Leave**

Family and medical leave is unpaid leave.
The District will require an employee to use accrued paid leave concurrently with the family and medical leave, as follows:

(1) Employee will be required to use all accrued vacation leave, comp time, “Critical Illness of a Family Member” leave, and differential pay leave during the period of family and medical leave;

(2) When family and medical leave is requested for an employee’s own serious health condition, employee will be required to use all accrued sick leave and/or personal injury and illness leave during the period of family and medical leave;

(3) When family and medical leave is requested to care for the serious health condition of an immediate family member or for birth or placement of a child, the employee may request to use his/her balance of accrued Personal Necessity Leave during the period of family and medical leave. The employee will not be allowed to use accrued sick leave and/or personal injury and illness leave (other that Personal Necessity Leave) for family and medical leave request to care for the serious health condition on an immediate family member or for birth or placement of a child.

(4) When an employee’s industrial illness or injury meets the definition of a “serious health condition” in a family and medical leave law, then an eligible employee must use paid disability leave under industrial accident and illness laws and regulations during the period of the family and medical leave.

The District will designate an employee’s leave, paid or unpaid, as family or medical leave under the federal or state law, based on the information provided by the employee when leave is requested. If the District designates paid leave as family or medical leave, it must make this designation before the leave starts, or before an extension of leave is granted, and must immediately notify the employee of the designation.

The District will keep records on employee family and medical leaves that will enable verification of the leave taken, leave remaining, and other provisions of this policy.

**Benefits During Leave**

(1) Group Health Benefits:

The District will maintain group health insurance coverage for an employee on family and medical leave for up to a maximum of 12 work weeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work.

In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following family or medical leave.

Employees are entitled to new health plans or benefits, or changes, which occur during their leave, and the District will give notice of such changes. If premiums are raised or lowered, an employee on family and medical leave must pay new rate if paying a portion of premiums.
(2) Other benefits requiring premium payments:

For benefits other than group health benefits, an employee may elect to continue them during a family and medical leave by self-paying premiums.

(3) Retirement Plans:

With respect to retirement plans, the period of family and medical leave is treated as continued service for purposes of vesting and eligibility to participate.

(4) Longevity

For purposes of determining longevity, a family and medical leave shall not constitute a break in service.

(5) Accrual of Benefits:

An employee on family and medical leave will continue to accrue benefits only during leave which is concurrently taken as accrued paid leave (vacation leave, comp time, Critical Illness of a Family Member leave, differential pay leave, sick leave). During leave without pay, no benefits will accrue.

Benefit Reinstatement

Employee benefits will be resumed following a family and medical leave in the same manner and at the same level as were provided by the District when the leave began, other than benefit changes which affected the entire workforce.

If an employee chooses not to retain group health coverage or other employer-offered insurance policies during a family and medical leave, he/she is entitled to reinstatement with the same terms upon return, with no qualifying period, exams or exclusions.

An employee returns from a family and medical leave with no less seniority (District hire date) than when the leave commenced.

Job Reinstatement

Except for defined “key employees,” an employee, upon return from family and medical leave, will be reinstated to his/her original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee is not entitled to any position other than that which he/she would have had if he/she had not taken leave. The District is allowed to deny return to work in a position, which ceased to exist during the leave for legitimate business reasons.

Key employees are defined as salaried employees who are among the highest paid 10% of the employees of the District employed within 75 miles of the facility at which the employee works.
Under certain conditions, the employer may refuse to reinstate key employee upon return from a family and medical leave.

Notice to Employees

The District will post a notice of family and medical leave provisions in areas accessible to employees. In addition, the District will provide detailed notice of specific expectations, obligations, and consequences of failure, to the employee when a family and medical leave is requested.

Unlawful Acts

It is unlawful for the District to interfere with, restrain, or deny the exercise of any right provided by state or federal law. It is also unlawful for the District to refuse to hire or to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceedings related to family and medical leave.
APPENDIX H
WELFARE REFORM

The District will not displace and/or replace bargaining unit positions/employees with workfare participants. However, the District’s plan for participating in the workfare program is not complete at this time.

Therefore, the District agrees that it will notify the Union upon completion of its plan. In addition, the District will meet and negotiate with the Union prior to implementation of the workfare program regarding potential negotiable effects thereof.
APPENDIX I
LABOR-MANAGEMENT COMMITTEE

The parties agree to the establishment of a Labor-Management Committee to facilitate communication between the parties and to promote a climate of constructive labor relations. The Committee shall determine the agenda and schedule for its meetings. The Committee shall consist of up to three (3) representatives designated by the Union and up to three (3) representatives of the District. It is the intent of the parties to appoint representatives who have the authority (or direct access thereto) to agree to any recommendations to be presented to the Superintendent/President. The Committee may, based on the agenda topic, invite persons to provide information or consultation to the Committee.

Release time shall be in accord with Article 4.5.3. The Committee shall make a reasonable effort to schedule meetings during work time; however, management shall make a reasonable effort to reschedule shift assignments and days off so that Union representatives may attend meetings on work time.
Memorandum of Understanding  
Between  
Cabrillo Community College District and  
SEIU, Local 415

Pilot Program – Shift Bidding

The purpose of this MOU is to establish a Pilot Program to enable District workers to bid on work shifts under the provisions set forth below:

1. Nothing herein contravenes or modifies sections 3.2 or 7.2 of the negotiated Agreement regarding the District’s ability to assign work shifts with scheduled starting and ending times, and/or the District’s determination of worksites.

2. Commencing with the Spring Semester, 2005, the supervisor(s) and workers in each department with varying shifts (days of week and hours of day) may determine through consultation to establish a Pilot Shift Bid Process (“Pilot”).

3. If a Pilot is adopted, shifts shall be determined by seniority by shift bid. For purposes of shift bid, seniority shall be District date of hire.

4. The Pilot shall remain in effect from the start of Spring Semester 2005 through the Fall 2005 semester. At the end of that period the parties will meet to evaluate the Pilot, which may continue if mutually agreed.

5. Nothing herein shall restrict or modify the District’s authority to determine whether there will be a single shift or varying shifts in each department, and/or the change from one to the other, so long as notice is provided pursuant to section 7.2 of the Agreement.

6. The provisions of this MOU are not subject to Article 17 (Grievance Procedure).

Dated: ___________________    Dated: __________________

_________________________    _________________________
For SEIU                         For Cabrillo College
# SEIU CONTRACT 2004-2007

## INDEX

<table>
<thead>
<tr>
<th>Article</th>
<th>A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absence, Filing for Transfer, During</td>
<td>9.4</td>
</tr>
<tr>
<td>Absence, Notification</td>
<td>14.4</td>
</tr>
<tr>
<td>Additional Performance Evaluation</td>
<td>9.3</td>
</tr>
<tr>
<td>Administrative Transfer</td>
<td>9.3</td>
</tr>
<tr>
<td>Agency Shop</td>
<td>4.1</td>
</tr>
<tr>
<td>Agency Shop Objectors</td>
<td>4.1.1</td>
</tr>
<tr>
<td>Agreement of Parties</td>
<td>4.14</td>
</tr>
<tr>
<td>Alcohol Usage</td>
<td>App. E 2 g</td>
</tr>
<tr>
<td>Anniversary Date</td>
<td>8.9, 8.10</td>
</tr>
<tr>
<td>Arbitration</td>
<td>17.2.4</td>
</tr>
<tr>
<td>Asbestos Removal</td>
<td>8.6</td>
</tr>
<tr>
<td>Auto Mileage Reimbursement</td>
<td>11.9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bargaining Unit</td>
<td>1.1</td>
</tr>
<tr>
<td>Benefit Stipend, “Excess”</td>
<td>11.5.1</td>
</tr>
<tr>
<td>Benefits, Health</td>
<td>Art.11</td>
</tr>
<tr>
<td>Benefits, Part-Time Employees</td>
<td>11.3</td>
</tr>
<tr>
<td>Benefits, Retiree</td>
<td>11.6, 11.11</td>
</tr>
<tr>
<td>Benefits While Unable to Work</td>
<td>14.12.5</td>
</tr>
<tr>
<td>Bereavement Leave</td>
<td>14.13</td>
</tr>
<tr>
<td>Bilingual Pay</td>
<td>8.5</td>
</tr>
<tr>
<td>Biliterate Pay</td>
<td>8.5</td>
</tr>
<tr>
<td>Binding Arbitration</td>
<td>17.2.4</td>
</tr>
<tr>
<td>Breaks</td>
<td>7.4</td>
</tr>
<tr>
<td>Bumping Rights</td>
<td>16.4</td>
</tr>
<tr>
<td>Bus Pass</td>
<td>8.3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call Back to Work</td>
<td>7.9</td>
</tr>
<tr>
<td>Calling In Sick</td>
<td>14.4</td>
</tr>
<tr>
<td>Career Ladders</td>
<td>10.4.8</td>
</tr>
<tr>
<td>Catastrophic Leave Donations</td>
<td>14.12.6</td>
</tr>
<tr>
<td>Categorically Funded Programs, Lay-Off</td>
<td>16.2.1</td>
</tr>
<tr>
<td>Classification</td>
<td>10.1</td>
</tr>
<tr>
<td>Classification Study</td>
<td>10.4</td>
</tr>
<tr>
<td>Classification Study, Appeal of Recommendations</td>
<td>10.4.6</td>
</tr>
<tr>
<td>Classification Study Committee</td>
<td>10.4.1</td>
</tr>
<tr>
<td>Classifications, New</td>
<td>10.0</td>
</tr>
<tr>
<td>Classified Pre-Retirement Program</td>
<td>App. B</td>
</tr>
<tr>
<td>Classified Salary Schedule</td>
<td>App. A</td>
</tr>
<tr>
<td>Closure of College</td>
<td>14.10</td>
</tr>
<tr>
<td>Commencement of Negotiations</td>
<td>4.13</td>
</tr>
<tr>
<td>Compensation</td>
<td>8.1</td>
</tr>
</tbody>
</table>
Complaint Process ..................................................................................................... 18.1
Computer Operator Rest Periods ............................................................................. 20.6, 7.4.1
Concerted Activities .............................................................................................. 23.1
Contract Duration .................................................................................................... 24.1
Contracting Out .............................................................................................. 4.15, 16.2.7
Conversion of Temp Hourly Positions ..................................................................... 1.2
Critical Illness Leave .............................................................................................. 14.11
Crossing a Picket Line ........................................................................................... 23.4

D
Date of Hire ................................................................................................................ 8.9
Death of a Family Member ........................................................................................ 14.13, 14.9.2
Demotion By Class Adjustment .............................................................................. 9.3.1.3
Demotion By Reassignment ................................................................................... 9.3.3
Demotion, Voluntary .............................................................................................. 9.3.1.3
Dental Insurance .................................................................................................... 11.4.2
Disability, Ability to Perform Job ......................................................................... App. E II p
Disability, Income Protection .................................................................................. 11.4.4
Disciplinary Action by District ............................................................................ 19.1, App. E
Disciplinary Procedures ........................................................................................... App. E
Discipline, Cause ..................................................................................................... App. E
Discipline, Progressive ............................................................................................. 19.4
Discrimination ......................................................................................................... 2.1
Dismissal From Job ................................................................................................. App. E III b
District Rights and Powers .................................................................................... 3.1
Diversity .................................................................................................................... 2.1
Doctor’s Note For Illness ......................................................................................... 14.5
Domestic Partner ..................................................................................................... 15.3
Donation of Sick Hours ........................................................................................... 14.12.6
Drug Useage .......................................................................................................... App. E II h
Duration of Contract ............................................................................................... 24.1

E
Education Code 88220, Study Leave and Retraining ........................................... App. D
Eligibility For Benefits ............................................................................................ 11.3
Emergency Closure of College ............................................................................. 14.10
Evaluation ............................................................................................................... 6.1
Evaluation, Additional ........................................................................................... 6.3.3
Evaluation, Disposition of Copies .......................................................................... 6.4
Evaluation, Grievance Procedure ........................................................................... 6.6
Evaluation of Permanent Employee ........................................................................ 6.3
Evaluation of Probationary Employee ..................................................................... 6.3.1
Evaluation Review (Appeal) .................................................................................. 6.5
Excessive Absenteeism ........................................................................................... App. E II c
Extended Illness Leave ............................................................................................ 14.6
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor-Management Committee</td>
<td>App. I</td>
</tr>
<tr>
<td>Lateral Transfer</td>
<td>9.1</td>
</tr>
<tr>
<td>Lateral Transfer Definition</td>
<td>9.1.1</td>
</tr>
<tr>
<td>Lateral Transfer Denial</td>
<td>9.1.10</td>
</tr>
<tr>
<td>Lateral Transfer Eligibility</td>
<td>9.1.4</td>
</tr>
<tr>
<td>Lateral Transfer, Notification of Opening</td>
<td>9.1.7</td>
</tr>
<tr>
<td>Lateral Transfer, Probation</td>
<td>9.1.11</td>
</tr>
<tr>
<td>Lateral Transfer Salary</td>
<td>9.1.3</td>
</tr>
<tr>
<td>Lay-Off</td>
<td>16.1</td>
</tr>
<tr>
<td>Lay-Off, Equal Seniority</td>
<td>16.4</td>
</tr>
<tr>
<td>Lay-Off, Final Paycheck</td>
<td>16.2.6</td>
</tr>
<tr>
<td>Lay-Off in Lieu of Bumping</td>
<td>16.6</td>
</tr>
<tr>
<td>Lay-Off Order</td>
<td>16.3</td>
</tr>
<tr>
<td>Lay-Off, Reasons For</td>
<td>16.2</td>
</tr>
<tr>
<td>Leave, General</td>
<td>15.2</td>
</tr>
<tr>
<td>Leaves of Absence, Paid</td>
<td>14.1</td>
</tr>
<tr>
<td>Leaves of Absence, Unpaid</td>
<td>15.2</td>
</tr>
<tr>
<td>Leave Replacement</td>
<td>8.9.1</td>
</tr>
<tr>
<td>Leave Replacement Affecting Anniversary Date</td>
<td>8.9.1</td>
</tr>
<tr>
<td>Length of Work Year</td>
<td>7.1</td>
</tr>
<tr>
<td>License Fees</td>
<td>8.4</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>11.4.3</td>
</tr>
<tr>
<td>Lock Out</td>
<td>23.4</td>
</tr>
<tr>
<td>Longevity Pay</td>
<td>8.8</td>
</tr>
<tr>
<td>Lunch Period</td>
<td>7.3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailboxes, Use of</td>
<td>4.2</td>
</tr>
<tr>
<td>Maternity Leave</td>
<td>15.1</td>
</tr>
<tr>
<td>Mediation</td>
<td>17.2.3</td>
</tr>
<tr>
<td>Medical Coverage, Retirees</td>
<td>11.6</td>
</tr>
<tr>
<td>Medical Insurance</td>
<td>11.2</td>
</tr>
<tr>
<td>Medical Leave Policy</td>
<td>App. G</td>
</tr>
<tr>
<td>Medical Verification of Illness</td>
<td>14.5</td>
</tr>
<tr>
<td>Meet and Confer</td>
<td>4.14</td>
</tr>
<tr>
<td>Mileage Reimbursement</td>
<td>11.9</td>
</tr>
<tr>
<td>Military Leave</td>
<td>14.14</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names and Addresses of Union Workers</td>
<td>4.8</td>
</tr>
<tr>
<td>Negotiations Commence</td>
<td>4.13</td>
</tr>
<tr>
<td>Negotiations Committee</td>
<td>4.13</td>
</tr>
<tr>
<td>Negotiation, Release Time</td>
<td>4.11.2</td>
</tr>
<tr>
<td>New Classifications</td>
<td>10.0</td>
</tr>
<tr>
<td>New Classified Positions</td>
<td>10.0</td>
</tr>
</tbody>
</table>
R
Reassignment by Demotion ................................................................. 9.3.1.2
Reassignment by Promotion ............................................................... 9.3.2.1
Reclassification of Position ............................................................... 10.4
Recognition of Union ........................................................................... 1.1
Reemployment After Lay-Off .............................................................. 16.7
Reemployment In Highest Class ......................................................... 16.11
Reemployment Rights ........................................................................ 16.7, 8.11, 14.12.4, 16.9
Rehire After a Resignation ................................................................. 8.11
Release Time, Meetings ...................................................................... 4.6.3
Release Time, Negotiations ................................................................... 4.11.2
Release Time, Notification to Supervisor ............................................. 4.4.1
Release Time, Officers, Stewards, Committee Members .................... 4.6
Release Time, Union Meetings ............................................................ 4.6.2
Religious Observations ....................................................................... 14.9.8
Re-Openers for Negotiations ............................................................ 24.1.2
Reorganization ..................................................................................... 10.0
Request For Information From District ............................................. 4.3
Rest Periods ....................................................................................... 7.4
Retirement Benefits, Medical ............................................................ 11.6
Retirement Benefits, Other ............................................................... 11.11
Retirement In Lieu of Lay-Off ............................................................ 16.8
Retirement, Pre-Retirement Option .................................................. App. B
Return To School, Study Leave ........................................................... App. D
Retraining and Study Leave ............................................................... App. D
Review (Appeal) of Evaluation ........................................................... 6.5
Right to Sue ......................................................................................... 2.3

S
Safety ................................................................................................. 20.1
Safety Committee ............................................................................... 20.5
Safety, Use of Computers ................................................................. 20.6
Salary Review ................................................................................... 10.4
Salary Schedules ................................................................................ App. A
Salary Upon Demotion ....................................................................... 9.3.3.3
Section 125 Flexible Health Spending Accounts ............................. 11.5
Seniority ......................................................................................... 16.3.1
Service Fee Payers ........................................................................... 4.1.1
Severability of Contract ................................................................... 21.1
Shift Differential .............................................................................. 8.2
Shifts Defined .................................................................................. 8.2
Sick Leave ......................................................................................... 14.1
Sick Leave, Transfer ......................................................................... 14.7
Sick Leave Useage, Notification ....................................................... 14.4
Skelly Hearing .................................................................................. App. E III
Split Work Week ............................................................................... 7.2.1.3
Staff Development Opportunities ................................................... 11.10
Standard Work Week .............................................................. 7.2.1
Stewards .............................................................................. 4.10
Strike, Right To ................................................................. 23.1
Study Leave ........................................................................ App. D
Summer Work .................................................................... 7.12
Suspension ......................................................................... App. E III b

T
Tardiness, Chronic .............................................................. App. E II c
Temporary Hourly Conversion .......................................... 1.2
Thirty-Nine Month Rehire Rights ................................. 16.7, 8.11, 14.12.4, 16.9
Transfer, Filing For While Absent .................................. 9.4
Transfers, Grievance ....................................................... 9.3.2.2
Transfers, Involuntary ..................................................... 9.3
Transfers, Voluntary ......................................................... 9.1
Trial Period, Permanent Employee ................................... 6.2.2

U
Union Dues Deductions ................................................... 4.1
Union President, Release Time ........................................ 4.6.4
Union Rights ...................................................................... 4.2
Unpaid Leaves ................................................................. 15.2
Unsafe Working Conditions ........................................... 20.3

V
Vacation Accumulation ................................................... 13.2
Vacation Calculations, Less Than 12 Month Employees .... App. F
Vacation Carry-Over Limits ............................................. 13.9
Vacation Cash-Out .......................................................... 13.4
Vacation Interruption ...................................................... 13.8
Vacation, Paid ................................................................. 13.1, 13.3
Vacation Pay Upon Resignation/Termination ............... 13.5
Vacation Scheduling ....................................................... 13.7
Voluntary Demotion ....................................................... 9.3.1.3
Voluntary Transfer .......................................................... 9.1
Voluntary Transfer, Trial Period .................................... 9.1.11
Voluntary Transfer, Process ........................................... 9.1.5

W
Wages .............................................................................. 8.1
Waiver of Bargaining Rights ........................................... 22.1
Weekend Work Differential .......................................... 7.2.1.2
Welfare Benefits, Health and ......................................... 11.1
Welfare Reform ................................................................. App. H
Whistleblower Protection ............................................ 2.1, 20.3 D, App. E II v
Work Day ........................................................................ 7.2.1.1
Work Stoppage ............................................................... 23.4
Work Week ...................................................................... 7.2.1
Work Year .......................................................................................................................... 7.1
Worker Compensation .................................................................................................... 14.12
Working Out of Classification ....................................................................................... 8.12

Y
Y-Rating Salary Adjustment .......................................................................................... 9.3.3.4