

# **Agreement**

Between

**Chabot-Las Positas  
Community College District**

and

**Local 1021  
Service Employees International Union**

**July 1, 2019 – June 30, 2022**

# AGREEMENT

*between*  
**Chabot-Las Positas Community College District (CLPCCD)**  
*And*  
**Local 1021**  
Service Employees International Union (SEIU)

July 1, 2019 – June 30, 2022

Ratified by the Classified Employees on May 11, 2020

Approved by the Board of Trustees on May 19, 2020

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Edralin J. Maduli  
Board of Trustees  
President

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Ronald P. Gerhard  
Chancellor  
CLPCCD

---

Wyman M. Fong  
Vice Chancellor  
CLPCCD

---

Rachel A. Ugale  
Chapter President  
SEIU Local 1021

---

Stephen Sommers  
Field Representative  
SEIU Local 1021

---

Ian Velasquez  
Field Representative  
SEIU Local 1021

---

Del Mallory  
Area Field Director Region A  
SEIU Local 1021

---

John Stead-Mendez  
Executive Director  
SEIU Local 1021

---

David Canham  
Deputy Director  
SEIU Local 1021

---

Kaden Kratzer  
Education Team Field Director  
SEIU Local 1021

## **ACKNOWLEDGEMENTS**

The parties wish to thank the following people for their valuable help in contributing to this Agreement.

The SEIU Local 1021 negotiating team comprised of Ms. Rachel Ugale, Mr. Miguel Alvarez, Ms. Joanne Bishop-Wilbur, Ms. Virginia Criswell, Ms. Katrin Field, Ms. Karen Metcalf, Mr. Del Mallory, Mr. Stephen Sommers and Mr. Ian Velasquez.

The District Negotiating Team comprised of Vice Chancellor Wyman Fong, Chief Negotiator; Mr. David Betts, Mr. William Garcia, Ms. Kathryn Medina, and Ms. Donna Williamson.

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# **ARTICLE 1 AGREEMENT**

## **1.1 Parties**

The following Agreement has been reached between the Chabot-Las Positas College District (“District”) and SEIU Local 1021 (“Union”) its Chabot-Las Positas Community College District Chapter.

*\*The terms and conditions of the collective bargaining contract with the term July 1, 2019 through June 30, 2022 unless otherwise indicated.*

## **1.2 Pursuance to Government Code**

This Agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540 of the Government Code).

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## **ARTICLE 2 RECOGNITION**

### **2.1 Exclusive Representative**

The District recognizes the Union as the exclusive representative for those members of the Classified Service as enumerated in [Appendix A](#), which will be updated as needed.

### **2.2 Restrictions on Contracting**

The District will not contract out work, if doing so would cause a displacement of a bargaining unit member. The term "displacement" includes: layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and reduction of hours. Displacement does not include changes in shift, days off, reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the District. Student Workers shall not be assigned to perform exclusive bargaining unit work. A student holding a student worker position shall not permanently or temporarily fill a vacant bargaining unit position. Nothing in this section restricts or prohibits students and student workers from applying for and being hired into bargaining unit positions.

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## **ARTICLE 3 NO DISCRIMINATION**

### **3.1 Right to Participate**

The District and Union recognize the right of unit members to form, join and participate in lawful activities of employee organizations. The District and Union recognize the alternative right of unit members to refuse to join or participate in employee activities.

### **3.2 Non-Discrimination Policy**

The District and Union agree that they shall not illegally discriminate in any way within the meaning of the law, on account of race, creed, religion, sex, national origin, political affiliation, age, sexual orientation or disability as defined by the state and federal law of a member legally qualified to perform the essential functions of his/her job.

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## **ARTICLE 4 UNION RIGHTS**

### **4.1 Communication**

The Union may use the District mailboxes, on-campus telephone system, and bulletin board spaces designated by the Chancellor subject to the following conditions:

- a. all postings for bulletin boards or items for District mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Union President
- b. a copy of such postings or distributions must be delivered to the Chancellor and Vice Chancellor, Human Resources at the time of posting or distribution to unit members
- c. no costs shall be incurred by the District

### **4.2 Facilities, Equipment and Access**

#### **4.2.1 Facilities**

District building facilities for meetings, without cost, will be made available to the Union at reasonable times and upon completion of application following the regular District procedures for reserving facilities. Meeting facilities will be made available when such use does not interfere with the educational program or regularly scheduled duty hours of unit members.

#### **4.2.2 Access to Employees**

The Union may conduct Union business on District property and may have access to areas in which employees work at times that will not interfere with employees' performance of duties. The Union shall notify the appropriate Department Manager of such activities.

#### **4.2.3 Use of Copier**

The Union may have the use of copier equipment as designated by the Chancellor and approved by the appropriate supervisor, and at times that will not interfere with the regular business of the District. All supplies for such use will be provided by the Union and no costs will be incurred by the District.

### **4.3 Seniority List**

The District agrees to provide the Union an updated seniority list as required.

### **4.4 Governing Board Agenda**

The District will provide four (4) copies of the Governing Board Agenda and Recommendations to the President of the Union or designee. One copy of the agenda face sheet will be additionally sent to the designated person in the Union Headquarters Office. The Union to provide the address to the District.

### **4.5 Release Time for Processing of Grievances**

SEIU Local 1021 shall have the sole and exclusive right to receive organizational release time for the processing of grievances past Level I of the Grievance Procedure, Article 8 herein, for unit members who are designated as Union representatives, subject to the following conditions:

- a. President and Vice Presidents shall be authorized on behalf of SEIU Local 1021 to designate persons who are eligible to receive this release time (designation to be updated by SEIU Local 1021 if any changes occur)
- b. twenty-four (24) hours prior to release from duties for grievance processing, the designated representative informs his/her immediate supervisor and the Vice Chancellor, Human Resources in order that an adequate substitute may be obtained, if such is necessary
- c. that such time off shall be primarily limited to representing unit members in conference with management personnel

### **4.6 Release Time for Business of Mutual Interest**

The District will continue its current practice of providing reasonable release time for Union officers to conduct business of mutual interest to the Union and the District, subject to advance approval. Requests for approval shall be made through the Vice Chancellor, Human Resources.

### **4.7 Release Time for Union Business**

When submitting requests for leave through the regular leave procedure for union business and designed delegates to SEIU Local 1021 conferences, the requests will be granted providing that the designated delegates submit the requests ten (10) working days prior to going to the conference so that a substitute may be brought in, if deemed necessary by the District. Up to ten (10) days release time per year shall be available for up to two (2) unit members designed to SEIU Local 1021 to attend District orientation meetings of new classified employees and as delegates to conferences. Additionally, up to twelve (12) days of release time per year shall be available for members designated by SEIU Local 1021 to conduct Union business. In addition, the District agrees to provide release time to bargaining unit employees in accordance with the requirements of law including California Government Code Section 3558.8 and Education Code Section 88210.

## **4.8 Release Time for Participatory Activities**

SEIU Local 1021 Unit members may be provided with release time without loss of pay to participate in committee and other participatory activities. Participatory activities include, but are not limited to Classified Senate, college and District committees, and other meetings in which there is classified representation. Supervisors shall not discourage participation in committee work in general, however, participation shall be subject to approval of the release time by the supervisor. The supervisor may deny release time based on the needs of the department.

Hiring Committees are generally conducted during the workday where a unit member appointed to serve on a hiring committee can participate on release time. Unit members who serve on such committees outside of the regular workday shall be paid appropriately for their time (such as straight time, overtime or comp time).

## **4.9 Chapter President Release Time**

The District shall approve a pilot program for the term of this Agreement of .50 release time for the use of the Chapter President or Chapter Vice President designees as designated by the Chapter President for the purpose of conducting Union business. To the extent possible, this release time shall be used instead of additional release time for classified representation under Sections 4.5, 4.6, and 4.7. The schedule for this release time shall be mutually agreed to between the released Chapter President or Chapter Vice President and the supervisor. In the event that mutual agreement on the schedule is not reached, the supervisor shall assign the schedule consistent with this section and the needs of the department.

## **4.10 Reorganization**

In the event of a reorganization, the District will provide written notice to the SEIU Local 1021. The notice shall include details of the proposed changes including rationale for any proposed change(s) in the shift and/or workweek. SEIU Local 1021 and the District will meet and confer regarding proposed changes in the shifts and/or workweek.

## **4.11 Anti-Bullying**

### **4.11.1 Filing Complaint**

This process shall be available when an employee or the Union believes that all of the following have occurred:

1. The employee was subjected to unwanted aggressive behavior that is humiliating or demeaning;
2. By supervisor, manager or administrator;
3. The behavior is repeated; and

4. The employee/Union provides details of multiple instances of the above which includes the name of the complainant, name of supervisor, and a complete description of the incidents including specifics of what happened, what was said, what was done and when. If there were witnesses, please name the witness(es) and what they observed.

HR will determine whether a sufficient complaint has been filed and will be processed. A complaint is sufficiently filed if all items in 4.11.1 are fully provided.

#### **4.11.2 Process**

An employee or the Union who files a complaint that satisfies the above criteria has the right to the following:

1. Employees are encouraged to attempt to resolve issues at the lowest possible level. Therefore, an initial meeting with the supervisor, manager or administrator to discuss the issue(s) and attempt to reach a resolution is recommended as a first step. The employee and the supervisor have the right to have a representative present for such a discussion. An employee who is not comfortable with this step has the right to initiate a complaint at step 2 of the process.
2. A meeting with the manager of the supervisor, manager or administrator to discuss the issue(s) and attempt to reach a resolution within ten (10) work days of submitting the complaint.
3. If the meeting with the manager of the supervisor, manager or administrator does not result in an acceptable resolution, the employee or Union has a right to a meeting with the Vice Chancellor, Human Resources or designee to attempt to reach a resolution with ten (10) working days of the meeting in paragraph 2 above.
4. A complaint against an administrator at the Vice President level or higher should be filed directly with the Vice Chancellor, Human Resources or designee.

#### **4.11.3 Resolution**

Resolution of the complaint may include (but is not limited to):

1. The District sustained the complaint and corrective action was taken in which case that will be communicated to the employee or Union. The District and Union recognize that all employees have privacy rights as it relates to their personnel files and that the District may be limited in information that can be shared on corrective action taken.
2. The District is unable to determine whether the conduct occurred. In such a case, the District will communicate to all involved parties that the alleged behavior will not be tolerated and direct that professional conduct and communications will be expected at all times in the District workplace.

3. The District determined that the issue/incidents involve misunderstandings or miscommunications and corrective action steps to improve the situation will be recommended and implemented. This will likely include recommendations for both the employee and supervisor.
4. The District determined that the conduct complained of did not occur in which case that will be communicated to the employee/Union.

#### **4.11.4 General**

In all cases the following will be communicated to all involved:

1. An admonition that retaliation will not be tolerated.
2. A request that additional instances of concern be immediately reported.

The District will provide training to supervisors and managers on this section.

The decision made or action taken by the District will be deemed final and not subject to the grievance procedure. However, retaliation against an employee for filing a complaint under this procedure is prohibited and shall be addressed through appropriate means including other District complaint procedures and/or the grievance procedure where appropriate.

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## **ARTICLE 5 MEMBERSHIP AND DUES DEDUCTION**

### **5.1 Payroll Deduction for Dues**

In accordance with the list provided by the Union, the District shall deduct from the pay of each employee in the bargaining unit, the required amount for the payment of the Union dues and initiation fees.

### **5.2 Changes in Deduction**

The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after each submission is received by the District from the Union notifying the District of the new, changed or discontinued deduction.

### **5.3 Changes in Dues**

The Union shall provide the District with adequate and necessary data on any change to dues no less than forty-five (45) days prior to an effective date of any change. The District shall refer and direct to the Union all unit employees who approach the District opposing questions or attempting to make submissions regarding dues deductions.

### **5.4 Dues Deduction**

The District shall deduct dues from the wages of all workers in the bargaining unit in accordance with the direction provided by the Union who are members of SEIU Local 1021; and, who have submitted a dues authorization form to the Union and District. A sample form will be attached as **Appendix B**.

### **5.5 Indemnification**

The Union shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action, or portions thereof, arising due to pay deductions made in accordance with this Article.

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## **ARTICLE 6 LABOR MANAGEMENT RELATIONS COMMITTEE**

### **6.1 Makeup of Labor Management Relations Committee**

The District and the Union agree to the establishment of a Labor Management Relations Committee. The Union shall designate up to six (6) persons to serve on the Committee and the District will designate up to six (6) persons, one of which shall be the Vice Chancellor, Human Resources to serve on the Committee. The Union Field Representative may attend, but shall not be counted as one of the six (6). The District may also have an additional representative who shall not be counted as one of the District's six (6) members. Additional people may be added by mutual agreement of the parties.

### **6.2 Purpose of Labor Management Relations Committee**

The purpose of the Labor Management Relations committee is to facilitate the orderly administration of this contract.

### **6.3 Scheduling of Meetings**

Committee meetings will be scheduled at the request of either party within ten (10) working days from the date of the request unless another mutually agreeable date beyond this ten (10) day window is mutually acceptable to both parties. The party requesting the meeting shall submit an agenda to the Vice Chancellor, Human Resources at the time the request for a meeting of the Committee is made but, in any event, at least three (3) working days prior to the meeting. The agenda shall contain sufficient detail to allow others serving on the Committee to understand the nature of the matter(s) to be discussed and/or resolved. Meetings shall be held at times agreeable to the parties. These meetings shall include matters covered by Government Code Section 3543.2 and shall be informational and exempt from the Grievance Procedure herein.

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## **ARTICLE 7 DISTRICT RIGHTS**

### **7.1 Definition**

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 rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedure and determine budgetary allocation; determine the method of raising revenue; contract out work not normally performed by unit members; and take action on any matter in the event of an emergency. An emergency is defined as an Act of God or catastrophic loss which could not have been foreseen, such as fire, flood, and earthquake. In addition, the District retains the right to select, hire, classify, assign, establish evaluation standards, promote, terminate, and discipline employees; and to establish procedures to implement these matters.

### **7.2 Exercise**

The exercise of the foregoing rights by the District shall be limited only by the specific and express terms of this Agreement.

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## **ARTICLE 8 GRIEVANCE PROCEDURES**

### **8.1 Definitions**

For the purposes of this article

**8.1.1** A "grievance" is a formal allegation by a grievant who has been adversely affected by an alleged violation of the specific provisions of this Agreement. A grievance shall include a statement of the specific article, section and subsection allegedly violated.

**8.1.2** A "grievant" is any bargaining unit member adversely affected by an alleged violation of the specific provisions of this Agreement, or is the Union if grieving Article IV (Union Rights) or Article V (Organizational Security), or SEIU's Local 1021 rights under other provisions of this Agreement.

**8.1.3** A "day" is a calendar day.

**8.1.4** The "immediate supervisor" is the person who has been designated to adjust grievances and who has immediate supervisory or management responsibilities for the position to which the grievant is assigned.

**8.1.5** The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible administrative level, solutions to problems which may from time to time arise under this Agreement.

### **8.2 General Provisions**

#### **8.2.1 Representation**

A unit member may be represented by the Union at any level of this process or may choose to represent himself/herself at any level, except that the Union shall not be required to represent a unit member after Level II of the process when said unit member has elected to represent himself/herself at both Level I and Level II.

#### **8.2.2 Timelines for Resolution**

No resolutions of a grievance shall be final until the Union has been provided five (5) days to review and respond thereto.

#### **8.2.3 Precedents**

Grievances in which the unit member is not represented by the Union shall not be precedential.

#### **8.2.4 Weekend/Holiday Deadline Dates**

Any deadline date which falls on a Saturday, Sunday or holiday will automatically be extended to the next following day on which the District office is open for business.

#### **8.2.5 Failure to Adhere to Time Deadlines**

Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. Failure of the District to respond within the time limits shall mean that the grievance is deemed denied and the grievant may appeal to the next level.

#### **8.2.6 Extending Deadlines**

The grievant and the District may extend any time deadline by mutual written agreement.

#### **8.2.7 Scheduling Grievance Meetings**

Every effort will be made to schedule meetings for the processing of grievances at a time which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness, grievant, or representative in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

#### **8.2.8 Documents**

All documents dealing with the processing of a grievance shall be filed in the Office of Human Resources separately from the personnel files of the participants, and each grievance shall be given an annual number (90-1, 90-2, etc.).

#### **8.2.9 Consolidation of Grievances**

In the event that two (2) or more filed grievances present like facts and circumstances, or involve the same alleged violation affecting several bargaining unit members, the parties may mutually agree to consolidate the separate grievances for processing.

#### **8.2.10 No Reprisals**

No reprisals will be taken against a grievant because of his/her involvement in a grievance procedure.

## **8.3 Grievance Procedures**

### **8.3.1 Level I—Informal Level**

Any unit member who believes he/she has a grievance shall present the grievance in writing to the immediate supervisor within twenty (20) days of when the facts giving rise to the grievance occurred. The grievant shall indicate that this is a contract grievance (as opposed to a complaint). The grievant and the immediate supervisor shall make every effort to resolve the problem(s) by consultation and informal means. The intent of this informal level is that at least one personal conference be held between the grievant and his/her immediate supervisor. Within ten (10) days of notification of the grievance, the immediate supervisor shall give a written response to the unit member.

### **8.3.2 Level II—Formal Level**

If the grievant is not satisfied with the resolution at the informal level and if the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the next level of supervision within ten (10) days of receipt of the immediate supervisor's written response. The written grievance shall set forth the circumstance(s) which gave rise to the grievance, the provision(s) of the Agreement violated (specific article, section and subsection) and the remedy or corrective action requested. A copy shall be sent to the immediate supervisor and the grievance officer. Within five (5) days after receipt of such written grievance the Level II administrator shall meet with the grievant and the immediate supervisor in an attempt to seek a mutually agreeable resolution of the matter. If no such agreement is reached, the Level II administrator shall, within ten (10) days of the filing of the Level II—Formal Level, deliver to the unit member and the grievance officer a written response to the grievance.

### **8.3.3 Level III—Appeal to President or Vice Chancellor**

#### **8.3.3.1 Process to Appeal Level II Decision**

If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II— Formal Level, appeal the decision on the appropriate form to the President of the grievant's college or the Vice Chancellor depending on the reporting relationship.

#### **8.3.3.2 Response to Appeal**

The President or Vice Chancellor shall communicate the decision to the grievant within fifteen (15) days. If the President or Vice Chancellor does not respond within the time limits provided, the grievant may appeal to the next level.

### **8.3.3.3 Request for Personal Conference**

Within the above time limits either party may request a personal conference.

## **8.3.4 Level IV—Appeal to Chancellor**

### **8.3.4.1 Timeline**

If the grievant is not satisfied with the decision at Level III, the grievant may, within five (5) days of the receipt of the decision at Level III, Appeal to President or Vice Chancellor, appeal the decision on the appropriate form to the Chancellor. Copies of the appeal statement shall also be sent to the immediate supervisor, the Level II and III administrators, the President or Vice Chancellor and the Union. This statement shall include a copy of the original grievance and response, and a clear, concise statement of the reasons for the appeal. Disciplinary dismissal appeals shall contain a statement of the facts giving rise to the appeal, the names of all administrative personnel involved, the reasons for contesting the dismissal and a statement of requested remedy.

### **8.3.4.2 Chancellor's Decision**

The Chancellor shall communicate the decision to the grievant within fifteen (15) days. If the Chancellor does not respond within the time limits provided, the grievant may appeal to the next level.

### **8.3.4.3 Request for Personal Conference**

Within the above time limits either party may request a personal conference.

## **8.3.5 Level V—Arbitration**

### **8.3.5.1 Request for Arbitration**

Within fifteen (15) days after receipt of the decision at Level IV, the Union may, upon written notice to the Vice Chancellor, Human Resources, submit the grievance to arbitration.

### **8.3.5.2 Selection of Arbitrator**

SEIU Local 1021 shall request that the State Mediation and Conciliation Service supply a panel of five names of persons experienced in hearing grievances in public schools. The Arbitrator shall be selected within fourteen (14) days following receipt of the list. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The Union shall strike first.

### **8.3.5.3 Costs for Arbitration**

SEIU Local 1021 and the District shall divide equally the cost of the Arbitrator, the Court Reporter, and the Transcript. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

### **8.3.5.4 Power of the Arbitrator**

#### **8.3.5.4.1 Functions of Arbitrator**

It shall be the function of the arbitrator, and he/she is empowered except as his/her powers are limited, after investigation and hearings, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

#### **8.3.5.4.2 Limitations of Arbitrator**

The Arbitrator shall have no power to: add to, subtract from, disregard, alter or modify any of the terms of this Agreement and shall not include issues in the decision that are not directly involved in the case submitted. The governing board shall determine within its sole discretion, all matters pertaining to discipline, including dismissal, of employees covered by this collective bargaining agreement.

### **8.3.6 Representation**

The grievant(s) may be represented by any one of the following:

- a. representatives of SEIU Local 1021
- b. a representative of the grievant(s) choosing who is not an employee of the District (at the grievant's expense)
- c. the grievant(s)

### **8.3.7 Evidence**

Neither District nor grievant shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously asserted or disclosed, and requested to be ruled upon at the Chancellor level. The Arbitrator shall consider only those issues properly carried through all previous steps as required with the Grievance Procedures.

### **8.3.8 Function of Arbitrator**

The function of the arbitrator shall be of a judicial rather than legislative nature, and the decision shall be within the scope and terms of this Agreement. The arbitrator shall not deprive the District or SEIU Local 1021 of any rights expressly or implicitly reserved herein.

### **8.3.9 Process**

The arbitrator must resolve any issues of arbitrability before hearing the substantive matters.

### **8.3.10 Limitations**

The arbitrator shall make no retroactive award to the grievant(s) which shall predate the effective date of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law.

### **8.3.11 Decision**

The decision of the Arbitrator shall be final and binding on all parties subject to the arbitration, except in the event of discipline, including discharge, of any employee, whereupon such decision shall be within the sole discretion of the governing board. The arbitrator's award shall be in writing and shall set forth his/her determination of the issue(s), findings of fact and conclusions, and should be sent to the Chancellor and SEIU Local 1021. The decision and finding shall be submitted within thirty (30) days.

## **8.4 Appeal of Disciplinary Dismissal**

Any bargaining unit member who has been terminated for reasons other than rejection from probation may choose either to utilize the appeal procedure contained in [Board Policy 7365](#) and applicable administrative procedure, (if the employee is regular) or utilize the grievance procedure contained herein which in such case shall render only an advisory decision to the governing board, beginning at Level IV—Appeal to Chancellor. In either case, the cause for dismissal shall be set forth in [Board Policy 7365](#), and the final decision shall be within the sole discretion of the governing board.

## 8.5 Progressive Discipline

The District agrees to apply the principles of progressive discipline in the administration of discipline. Alleged violations of this principle are not subject to the grievance procedure but may be raised by the Union or employee in its defense of bargaining unit members in the appeal procedure contained in Article 8 of the contract, [Board Policy 7365](#), or any other procedure established by the Governing Board under Education Code Section 88013. In some cases, progressive discipline may not be warranted due to the nature of the employee infraction (including but not limited to examples such as gross insubordination, theft, fighting, etc.). These provisions of progressive discipline do not apply to probationary unit members who may be terminated or subject to discipline at the discretion of the District.

Grievance Process and Procedure Tracking Form ([Appendix C](#))

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## **ARTICLE 9 EVALUATION PROCEDURES**

### **9.1 Responsibility for Evaluation**

The first level supervisor or manager to whom a unit member is assigned by the Chancellor shall be responsible for the formal evaluation of each classified unit member under his/her supervision.

### **9.2 Probationary New Hire Unit Members**

*(For employees hired after Board ratification of this contract on May 19, 2020.)*

#### **9.2.1 Probationary Period**

New hire unit members shall serve a probationary period of nine (9) months, beginning with the first day of service in a regular or restricted position unless the probation period is extended, as provided below.

#### **9.2.2 Evaluation of Probationary Employee**

##### **9.2.2.1 Schedule of Evaluations**

A probationary employee shall be evaluated within the last five (5) working days of the employee's three-month, five-month, and eight-month anniversaries. *[For example, the three-month anniversary for a probationary employee that started on January 15<sup>th</sup> is April 14<sup>th</sup>. The supervisor should provide the probationary employee their evaluation within five (5) working days either before or after the anniversary date.]* Special evaluation reports may be made at other than the specified times when such are deemed necessary by the supervisor or designated manager.

##### **9.2.2.2 Meets Expectations Performance**

Each written performance evaluation report must indicate meets expectations in order for the unit member to successfully complete the probationary period and to achieve permanent status in the position.

##### **9.2.2.3 Effect of Performance Below Meets Expectations**

Should any rating be less than meets expectations, the unit member may be released from probation and separated from employment.

Any evaluation containing one or more needs improvement and/or unsatisfactory ratings shall include an improvement plan. This applies to employees who continue in employment. The District shall provide any performance improvement plan to the Union Chapter President or his or her designee on the same day it is provided to the affected employee with the employee's permission.

The supervisor has the right to extend the probationary period from nine (9) months to one (1) year due to poor performance, which is timely documented in accordance with Section 9.2.2.1. The unit member shall be informed in writing of the extension prior to their ninth (9<sup>th</sup>) month anniversary. This decision is not subject to the grievance procedure, except for any District failure to timely provide evaluations pursuant to this section and its subsections.

### **9.3 Restricted New Hire Unit Members**

#### **9.3.1 Evaluation of Restricted New Hire Employee**

##### **9.3.1.1 Schedule of Evaluations**

New hire unit members assigned to restricted classified positions are to be evaluated as in the case of other probationary employees, except that completion of twelve (12) months of service shall not result in attainment of regular status except as provided in applicable sections of the Education Code.

### **9.4 Regular Unit Members**

#### **9.4.1 Annual Evaluation**

Regular unit members shall be evaluated in writing annually no later than the end of the month in which the unit member's anniversary date falls. This includes members completing their first year of service.

#### **9.4.2 Special Evaluation**

Special evaluation reports may be made when such are deemed necessary by the assigned supervisor, manager or employee. Special evaluations may not be made in lieu of annual evaluations. A special evaluation may be made only when the annual evaluation for the previous year was completed in a timely manner, or by mutual agreement between the employee and the District.

### **9.5 Promotional Probationary Period**

#### **9.5.1 Promotions**

A unit member may be promoted to a higher classification within the bargaining unit as a result of an open competitive process. The new position will be known as the promotional position.

#### **9.5.2 Probationary Period**

Unit members promoted to a higher classification shall serve a promotional probationary period of no less than six (6) months in the promotional position beginning with the first day of service in the position. The period of any absence shall not be counted in satisfaction of the six (6) month service requirement, except time off for holidays, fully-paid sick leave, bereavement, family illness or jury leave.

### **9.5.3 Evaluation of Probationary Promotional Employees**

#### **9.5.3.1 Timing of Evaluations**

An employee serving a promotional probationary period shall be evaluated at the end of the third and fifth months of service. Special evaluation reports may be made at other than the specified times when such are deemed necessary by the supervisor or designated manager.

#### **9.5.3.2 Meets Expectations Performance**

The written performance evaluation report completed at the end of the fifth month of service must indicate meets expectations in order for the unit member to successfully complete the probationary period and to achieve permanent status in the position.

#### **9.5.3.3 Effect of Performance Below Meets Expectations**

Should the rating at the end of the fifth month of service be less than Meets Expectations, the unit member may be terminated from his/her promotional position and reinstated to his/her prior position.

#### **9.5.3.4 Extension of Probationary Promotional Period**

As an alternative to termination of the probationary promotional period, the probationary period may be extended.

- (i) Any extension shall be for no more than a total of ninety (90) calendar days.
- (ii) Such extension may be made by action of the Chancellor or designee whenever an additional period is considered necessary to assess the ability of a unit member to perform assigned duties satisfactorily.
- (iii) The unit member shall be informed in writing of any extension and the reasons therefore prior to the close of the regular probationary period, and the opportunity will be provided to be heard by the Chancellor or designee.

### **9.6 Evaluation Report**

#### **9.6.1 Written Evaluation**

##### **9.6.1.1 District Form**

A written evaluation will be made on the prescribed District performance evaluation forms provided by the Office of Human Resources.

- (i) The form will be completed and signed by the evaluator and the unit member.

- (ii) A copy shall be given to the unit member at the time of the conference.
- (iii) The original shall be transmitted by the supervisor or manager to the next higher person in administrative channels for review and comments.

#### **9.6.1.2 Self-Evaluation**

The unit member has the option to prepare a written self-evaluation and submit to the assigned supervisor or manager prior to the written evaluation conference. The self-evaluation will be attached to the written evaluation.

#### **9.6.2 Conference**

Following completion of the evaluation report, the assigned supervisor or manager will hold a conference with the unit member to discuss the evaluation, including areas of commendation, unsatisfactory performance which requires improvement, and career plans and interest.

#### **9.6.3 Personnel File**

Following the review, the President or Vice Chancellor, or designee, shall sign both copies and transmit them to the Chief Human Resources Officer, for appropriate action and retention in the unit member's personnel file.

### **9.7 Right of Written Response**

A unit member may submit a written response to any evaluation within ten (10) working days from the date the evaluation was signed by the unit member. Said response shall be attached to the evaluation and filed therewith.

### **9.8 Right of Review**

#### **9.8.1 Request**

A unit member who has reason to question a performance evaluation may request in writing, within ten (10) working days, a review of the evaluation and/or meeting with the President, Chancellor (for unit members assigned to District Services), or designee.

#### **9.8.2 Response**

The President, Chancellor or designee will respond within ten (10) working days of receipt of the request.

#### **9.8.3 Process In Lieu Of Grievance Procedure**

This review process shall serve in place of the regular grievance procedure.

#### **9.8.4 At-Will Employment During Probationary Period**

Nothing in this Article changes the at-will nature of employment during the probationary period.

## **ARTICLE 10 PERSONNEL RECORDS AND FILES**

### **10.1 Retention of Personnel Files**

Only the District's Office of Human Resources shall keep Personnel Files, as defined by the California Education Code. A Personnel File shall include two parts:

1. The Confidential Folder that contains ratings, reports, or records that:
  - a. were obtained prior to employment
  - b. were prepared by identifiable interview committee members before or after employment
  - c. were obtained in connection with a promotional examination A unit member cannot access this portion of the Personnel File.
2. The Employer Folder that contains application papers, evaluations, information of derogatory nature, and Board of Trustees employment letters. The unit member has access to this portion of the Personnel File.

### **10.2 Unit Member's Rights**

#### **10.2.1 Viewing Personnel File**

Each unit member shall have a right upon presentation of official identification to request from the Office of Human Resources to review the contents of one's own Personnel File maintained in the District's Office of Human Resources.

#### **10.2.2 Representation**

A representative of the unit member's choosing may accompany the unit member in this review. The representative may review the file without the presence of the unit member as long as the representative has written authorization from the unit member to review the file and provides official identification.

#### **10.2.3 Human Resources Presence**

Any review of the Personnel File shall be made in the presence of the manager or a designee responsible for the safekeeping of this file.

#### **10.2.4 Time for Reviewing Personnel File**

This review shall take place at a time when the unit member is not required to render service to the District and during the normal working hours of the Office of Human Resources.

#### **10.2.5 Personnel Log Book**

Each time a Personnel File is reviewed, the date, the identity of the person(s)'s file being reviewed, and the signature of the person opening the file shall be confidentially documented in the Personnel Log Book, with the exception of Office of Human Resources staff.

#### **10.2.6 Placing Materials in Personnel File**

The unit member shall have the right to place materials in his or her file which relate to evaluation. The materials shall be submitted to the Chief Human Resources Officer, who shall place the materials in the unit member's file.

### **10.3 Change in Personal Information**

Each unit member will inform the Office of Human Resources within seventy-two (72) hours of any change in name or residence and telephone number. A Post Office box number will not be substituted where there is an existing street address. Each unit member shall have on record in the Office of Human Resources a telephone number where the person can be reached in an emergency.

### **10.4 Notice of Derogatory Information**

Information of a derogatory nature, except material mentioned in Article 10.1 above, shall not be entered or filed until a unit member is given notice, furnished a copy of the material, and given a period of fifteen (15) working days to review and respond in writing. Such response shall be attached to the file copy of the document.

### **10.5 Petition for Removal of Derogatory Information**

Two (2) years after derogatory information has been placed in a unit member's official personnel file, the unit member may request it be removed from his or her personnel file. If approved by the College President (or Chancellor where appropriate) and the principal Human Resources Officer, or designee, the material will be removed. If the District denies the request, and if no further administrative action has been taken pursuant to the document(s) in question, then the unit member shall have the right to have the documents sealed. The District shall place the documents in a sealed confidential envelope within the personnel file if after two (2) years there have been no similar instances of conduct. The information in the envelope will not be accessible except under the direction of the Chancellor or the principal Human Resources Officer, or designee.

### **10.6 Medical Files**

The District shall maintain medical records separately from the personnel file in a confidential medical file. The bargaining unit member has the right to access this file in accordance with Section 10.2 of this Agreement.

## **ARTICLE 11 HOURS AND OVERTIME**

### **11.1 Full-time Workday**

The full-time workday for regular unit members shall be eight (8) hours within any twenty-four (24)-hour period and a full workweek shall be five (5) consecutive days of eight (8) hours each within any seven (7)-day period.

#### **11.1.1 Definition of Shift**

Upon initial employment, the District shall establish the hours of assignment and workweek. Employees who have an established work shift with four (4) or more hours after 5:00 p.m. are designated as swing shift employees. Employees who have an established work shift with four (4) or more hours after 12:00 a.m. midnight are designated as graveyard shift employees.

#### **11.1.2 Shift Differential**

Effective January 1, 2015, for work performed on the graveyard shift by employees regularly assigned to the shift, the differential shall be three percent (3%). For work performed on the swing shift by employees regularly assigned to the shift, the differential shall be two percent (2%).

An employee who receives a shift differential premium on the basis of their regularly assigned shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift for twenty (20) working days or less.

All overtime shall be paid based on the regular rate which excludes the shift differential premium.

#### **11.1.3 Changes in Work Schedules**

- a. Permanent changes in the workweek or in the work shift will be mutually agreed upon, whenever possible. However, the District reserves the right to reassign a unit member to meet the needs of the District. The final decision will be based on seniority.
- b. Scheduled temporary changes of an employee's daily working hours which fall within their normal work shift, do not constitute a change in their workweek or their work shift.
- c. Temporary work schedules not to exceed three (3) months may be made by the immediate supervisor, with approval of the President or Vice Chancellor. Such temporary work schedules will be paid on the basis of a 40-hour workweek and shall not entitle unit members to overtime compensation unless assigned to work in excess of such temporary work schedule.

Such temporary work schedules longer than three (3) months will be mutually agreed upon, whenever possible. If beyond one (1) year, this shall become the unit member's permanent work schedule, if mutually agreed.

#### **11.1.4 Security Officers**

Security Officers whose regular work shift is rotated from day to grave shift shall be entitled to one (1) day of leave in order to enable them to have two (2) consecutive days off. In the event that any alteration of the current rotation practice occurs, the parties will meet to determine whether any alteration of this provision is required.

Subject to the needs of the District, overtime shall be distributed as equally as possible and practical among bargaining unit members and shall be posted within each department.

### **11.2 Overtime Compensation**

#### **11.2.1 Rate**

Overtime compensation will be provided at the rate equal to one and one-half (1 ½) times the regular rate of pay for unit members designated by the District and authorized in advance by management to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in paid status in any one workday or any time in excess of forty (40) hours in paid status in any calendar week. For exception see Section 11.11.

#### **11.2.2 Sundays**

Sunday overtime for those unit members not regularly scheduled on Sunday will be paid at a rate equal to double the unit member's regular rate of pay.

#### **11.2.3 Alternative Workweek**

For unit members who's regularly assigned workweek is other than Monday through Friday, the sixth consecutive day shall be treated as a Saturday and the seventh consecutive day shall be treated as a Sunday for purposes of overtime calculation.

#### **11.2.4 Compensatory Time**

Compensatory time off may be offered as an alternative to paid overtime compensation. By mutual agreement, the supervisor and employee will determine whether the unit member may take compensatory time off or be paid at the regular overtime rate prior to assignment. All provisions regarding overtime in the current Agreement apply to compensatory time. All overtime work must be approved by the employee's supervisor prior to the assignment when applicable. The supervisor shall make every reasonable effort to schedule employees for compensatory time off within twelve (12) months following the month in which the compensatory time was earned.

A maximum of forty (40) compensatory hours may be accumulated in a twelve (12) month period. Annual compensatory time accrual above forty (40) hours but not to exceed one hundred and ten (110) hours may additionally be approved on a case-by-case basis by the College President, Chancellor or designee, and notification to the Chief Human Resources Officer or designee.

Compensatory time may not be carried beyond these twelve calendar months. Compensatory time not taken within twelve (12) months of being earned shall be paid at the overtime rate. Cash payment shall be made for hours in excess of the forty (40) compensatory overtime hours (or approved amount as reflected above) or upon layoff or termination of employment. The right of assignment as it relates to compensatory time and overtime is not grievable.

### **11.3 Compensation if Called Back**

Any unit member called back to work, either after normal working hours or on a day not worked, shall receive not less than two (2) hours of work at the overtime pay rate, irrespective of the actual time less than that required to be worked.

### **11.4 Compensation on Sixth and Seventh Days**

Notwithstanding Sections 11.1 and 11.2 of this Article, the work week for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such a unit member shall be compensated for any work required to be performed on the sixth and seventh days following the commencement of the workweek at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.

### **11.5 Lunch Period and Rest Periods**

#### **11.5.1 Lunch Period for Six or More Hours of Work**

Unit members assigned to six (6) or more hours of work in any day shall be entitled to an unpaid, uninterrupted lunch period. The length of such lunch period shall be not less than one-half (1/2) hour nor longer than one (1) hour, and shall, for full-time unit members, be scheduled at or about the midpoint of each work shift. The time when the lunch period is scheduled shall be designated by the supervisor.

##### **11.5.1.2 Lunch Period**

The schedule for bargaining unit employees who work in the Performing Art Center and TV Studio shall include a scheduled lunch period. The Department shall ensure that the scheduled duty-free lunch period is provided. If an unforeseen operational emergency (such as an unexpected absence or major equipment failure) necessitates working through the scheduled lunch period, the supervisor shall reschedule the lunch break to another time during the workday.

In the event that an emergency prevents the lunch break from being rescheduled, the employee shall be paid for the time worked during lunch at the appropriate rate of pay (straight-time or overtime based on time in paid status for the day/week).

#### **11.5.2 Rest Period**

One (1) paid fifteen (15) minute rest period for each unit member shall be granted for each four (4) consecutive-hour work period worked, at times approved by the immediate supervisor, but not during the first or last hour of the workday period.

#### **11.5.3 Mandatory Standby**

Unit members on mandatory standby during the lunch period will be paid at the appropriate rate for that period.

#### **11.6 Extension of Workday/Workweek**

The above provisions shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the operations of the District.

#### **11.7 Holiday Pay**

When a unit member is required to work on any holiday, he/she shall be paid compensation for such work, in addition to the regular pay received for the holiday, at the rate of double the rate of pay for the hours worked. No additional day off will be granted when compensation is paid.

#### **11.8 Reduction in Hours**

Unit members whose positions will be reduced in hours shall be notified in writing no later than thirty (30) days prior to the effective date. The term "reduced" shall be construed to be any reduction whether total or partial. Any reduction shall occur in accordance with applicable Education Code Sections and shall be accomplished on the basis of seniority by classification.

#### **11.9 Exemptions from Overtime**

The duties of certain classes of positions are subject to fluctuations in daily working hours which are not susceptible to administrative control. As a consequence, the Board of Trustees, in accordance with Education Code Section 88026, exempts those classes listed below from overtime compensation for service in excess of eight (8) hours in the workday, but agrees that hours worked in excess of forty (40) hours in a workweek, or hours worked on a holiday, will be compensated on an overtime basis. In addition, positions may be added to this list with a mutual agreement between SEIU Local 1021 and the District.

Custodian II Custodian Lead Intercollegiate Athletics Technician MIS

## **11.10 Alternate Work Schedule**

Employees who work an alternate work schedule, such as 4/10 plan, will be paid overtime at the end of their scheduled work time. For example, 4/10 plan, overtime would begin after ten (10) hours of any work day.

### **11.10.1 Opportunity to Work Alternate Schedule**

All employees in a Department or Division looking at Alternate Work Schedule shall have the opportunity to participate, by mutual agreement. The District will explain why alternative work schedules are denied where requested by the employee or Union.

### **11.10.2 Minimum Staffing**

Minimum staffing shall prevail in all Alternate Work Schedules (established before Alternate Work Schedule considered).

#### **11.10.2.1 Definition**

For every two (2) employees in a class, minimum staffing shall consist of one (1) employee. Seniority determines conflicts.

#### **11.10.2.2 Minimum Staffing Not Met**

If a schedule cannot meet the minimum staffing requirements on a particular day, Alternate Work Schedule during that week shall be suspended in that Department or Division.

### **11.10.3 Alternate Work Schedule During Holidays**

Alternate Work Schedule shall be suspended during weeks in which a holiday occurs. During holiday week, work hours shall return to the basic five (5) day work week.

### **11.10.4 Vacation Rate During Alternate Work Schedule**

Vacation will be charged at the Alternate scheduled hourly rate; that is when a vacation day is taken on a schedule ten (10) hour Alternate Work day, the employee will be charged ten (10) hours for that day.

### **11.10.5 Restriction**

Alternate Work Schedule shall not cause overtime to any other employee.

### **11.10.6 Days Off During Alternate Work Schedule**

Alternate Work Schedule off days shall occur on Monday and Friday which shall be determined by the Department or Division. Only one half of a section may be scheduled off on either day.

### **11.10.7 Participation**

Participation in an Alternate Work Schedule is not required for all District employees or for all Departments and Divisions.

### **11.11 Arranged Time**

An employee and a manager by mutual agreement, in writing, may change an employee's regular work schedule to meet a particular need of the employee/employer at the time. This is not a permanent or temporary change in assignment. Any hours in excess of the normal work hours due to this arrangement will not constitute overtime pay. Article 11.2.1 does not apply in this arranged time. This arranged time shall not exceed one week.

### **11.12 Change in Part-Time Assignment**

A unit member who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive workdays or more, shall have his/her basic assignment changed to reflect the longer hours, commencing on the twentieth (20th) day, in order to acquire his/her fringe benefits prorated accordingly.

### **11.13 Overtime Distribution**

Subject to the needs of the District, overtime shall be distributed and rotated as equally as possible and practical among bargaining unit members and shall be posted within each department.

### **11.14 Use of Assigned/Flex Time for Educational Purpose**

Unit members may be eligible for assigned time or flex time for the purpose of attending classes in higher education that relate to their jobs or career aspirations if the following conditions are met:

#### **1. Assigned Time**

The first-line supervisor/manager, with the approval of the next higher-level administrator, may assign a unit member during working hours with his/her concurrence, to a class, course, seminar, workshop or similar activity for the purpose of having the unit member learn specific skills needed in the execution of the unit member's job.

#### **2. Flex Time**

- a. Recommended by first-line supervisor/manager, and approved by the next higher-level administrator.
- b. If denied, appealable to the President or Vice Chancellor.
- c. Only regular non-probationary unit members are eligible.

- d. The class must be job related, related to career advancement with the District, and/or in a specific A.A. Degree program from an approved accredited institution. Academic, vocational or relevant training from a District-approved institution or program that is related to career advancement with the District may also be approved in accordance with this Section 11.14. Applications must contain the course title and day(s) and time of the class.

### **3. Released Time**

- a. Completed applications for release time shall be forwarded to the Screening Committee, whose function is to evaluate the application solely in terms of eligibility under Section 3(c). If the unit member is not eligible, the committee will return the application with a reason for lack of eligibility. If the unit member is eligible, the application shall first be forwarded to the first line supervisor with a notification to the unit member. The first line supervisor has five (5) work days in which to respond to the unit member in terms of approval or denial. Upon approval, the first line supervisor shall forward the application to the college President or Vice Chancellor. The college President or Vice Chancellor shall have five (5) work days in which to respond in terms of approval or denial. Upon approval, a copy of the application shall be forwarded to the unit member and Screening Committee. If denied by the first line supervisor or the college President or Vice Chancellor, the employee shall receive notification and reason for same within the timelines as noted above. The President or Vice Chancellor may appoint a designee.
- b. If the request is denied, the unit member may appeal to the Chancellor.
- c. To be eligible, a unit member must have completed forty-five (45) quarter units of college work and have been a unit member for five (5) years.
- d. If offered, courses must be taken at one of the District's colleges and be either related to the unit member's job with the District or provide individual career advancement within the District. Courses taken on released time shall not be used toward CAAP awards. Applications must contain the course title, day(s) and time of the class and must describe the relationship to the unit member's job or career advancement within the District. Released time is only for actual time in class. The unit member shall use vacation, flex time or personal necessary leave to make up any travel time.
- e. Released time is limited to fifteen (15) individuals per year.

### **4. Decisions Not Grievable**

Decisions made under Section 1 through 3 above are not subject to the grievance procedure.

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## **ARTICLE 12 TRANSFERS AND VACANCIES**

### **12.1 Concepts Involved**

Unit member transfer embraces three (3) concepts

#### **12.1.1 Transfer Within Class**

The movement of an unit member from one position to another within the same classification and salary range at the same work site (college campus or the District office)

#### **12.1.2 Transfer Between Classes**

The movement of an unit member from one class to another class with an identical salary range at the same college campus or the District office, provided the unit member is qualified for the different class

#### **12.1.3 Transfer Between Colleges/District Office**

The movement of a unit member from one college to another, or to or from the District office, whether within the same class or from one class to another class with an identical salary range, provided the unit member is qualified for the different class

**12.1.4** A vacancy is an open position that the District has authorized to be filled.

### **12.2 Voluntary Transfers**

#### **12.2.1 Requesting Voluntary Transfer**

Unit members may request a transfer to an advertised vacant position as provided below. All unit members' requests will be forwarded through administrative channels to the appropriate supervisor for decision. Bargaining unit members who are requesting a lateral transfer into the same position classification and:

- (i.) who self-identify as a lateral transfer in the application process;
- (ii.) have passed their probationary period; and
- (iii.) have timely and properly applied for the open position.

Shall be granted the opportunity to interview for the position.

### **12.2.2 Basis for Decisions**

All voluntary transfers will be based upon the best interest of the District, with due regard to the interests of the unit member.

## **12.3 Employer Initiated Transfers**

### **12.3.1 Reasons**

A transfer of unit members may be made by the District at any time for any of the following reasons:

- a. in order to balance the classified staff of the District by considering factors including, but not limited to, experience and the goals of the Affirmative Action and Equal Employment Opportunity Program
- b. a change in enrollment or work load necessitating transfer of unit members; and
- c. to meet the District needs

### **12.3.2 Request for Written Statement**

A unit member may request of the President or designee a conference or a written statement regarding reason(s) for the involuntary transfer. Such reason(s) shall not be subject to the grievance procedures included in this Agreement.

### **12.3.3 District Responsibility**

In the exercise of this right of involuntary transfer, the District shall not act in a manner that is arbitrary, capricious or discriminatory.

## **12.4 Vacancies**

### **12.4.1 Procedure for Posting Vacancy**

When a vacancy exists, a notice will be posted both in-house and advertised to the general public. The pool of applicants will be forwarded to the first-line supervisor or manager for review with the selection/interview committee.

A qualified internal applicant will be fully considered in the hiring process for promotional positions.

#### **12.4.2 Requesting Information Regarding Selection**

Any qualified unit member not selected for a position may request in writing to the District Office of Human Resources the reason(s) for not being selected. District response will be in writing.

#### **12.4.3 Career Opportunities for Unit Members**

The promotion of unit members to a higher class within the classified service, as well as the opportunity to fill vacancies, shall be encouraged in order that the unit members may develop career opportunities within the District.

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## **ARTICLE 13 LAYOFF AND REEMPLOYMENT**

### **13.1 Definitions**

#### **13.1.1 Definition of Layoff**

A layoff for the purpose of this article shall be considered as an involuntary separation of a permanent or probationary classified employee due to lack of funds and/or work. A layoff is also a voluntary demotion or voluntary reduction of hours, workweek or work year accepted by a unit member to avoid interruption of employment by layoff. When a vacancy exists, a bargaining unit member may take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff, provided that such bargaining unit member has the essential skills necessary to perform the duties of the position as specified in the incumbent's job announcement, and provided further that the District approves such demotion or reduction in time. Such approval shall not be withheld by the District for arbitrary or capricious reasons. Nothing contained herein shall be construed as waiving any rights SEIU Local 1021 may have to negotiate a decision by the District to reduce hours in lieu of layoff.

#### **13.1.2 Definition of Day**

A day is a calendar day.

#### **13.1.3 Definition of Class**

Each of the different job titles included in [Appendix A](#) is a class (e.g., College Clerk I and College Clerk II are different classes). [Appendix A](#) may be amended from time to time by the District to reflect new or deleted classes.

#### **13.1.4 Definition of Hire Date**

For purposes of this article, hire date for seniority purposes shall be the first day of probationary service, except that an employee whose employment is interrupted in excess of thirty-nine (39) months shall be deemed to have been hired on the first day of his/her continuous reemployment as a probationary/permanent unit member.

### **13.2 Seniority**

#### **13.2.1 Definition**

Seniority in class is based on length of service in that class plus higher classes from date of hire as a probationary or permanent classified employee. Leaves of absence do not constitute a break in service.

### **13.2.2 Length of Service**

Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime, commencing or continuing after July 1, 1971. The District shall compute all time worked prior to July 1, 1971, on an annual-hours basis as though each unit member had worked full time, 2,080 hours for each twelve (12) months of service.

### **13.2.3 Substituting in Another Class**

For those periods in which a bargaining unit member is serving in a substitute capacity in another class in lieu of his/her normal assignment, seniority shall be credited towards his/her normal assignment and shall not be earned in the substitute class.

### **13.2.4 Posting Seniority List**

Seniority lists shall be posted and updated by September 1<sup>st</sup> each year with a copy to the Union chapter president. In the event of layoffs, a copy will also be provided to the Union field representative. Seniority lists will be posted in Human Resources, at the campuses and on the District Intranet. The seniority lists will provide the employee names (in alpha order), date of hire in the classification and hours of service in each class from date of hire as a probationary or permanent classified employee.

### **13.2.5 Equal Class Seniority**

If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater classified hire date (District) seniority, or if that be equal then the determination shall be made by the earliest date of employment with the District in any non-faculty, non- student capacity, and if that be equal by lot under the supervision of the Office of Human Resources.

## **13.3 Notice of Layoff**

### **13.3.1 Layoff Due to Reduction or Elimination of Service**

When as a result of a bona-fide reduction or elimination of the service being performed by any department, bargaining unit members are subject to layoff for lack of work. Affected bargaining unit members shall be given written notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

### **13.3.2 Layoff Due to Expiration of Specially Funded Program**

When, as a result of the expiration of a specially funded program, bargaining unit members' positions must be eliminated at the end of any school year, and bargaining unit members will be subject to layoff for lack of funds, the bargaining unit members to be laid off shall be given written notice on/or before April 29 informing them of their layoff effective at the end of such school year. Other layoffs for lack of funds shall be made not less than sixty (60) days' notice except as set forth in Section 13.3.3.

### **13.3.3 Layoff Due to Lack of Funds/Lack of Work**

Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of bargaining unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Trustees, without the notice required by aforementioned subsections.

### **13.3.4 Notice Requirements**

The layoff notice shall contain the reason for the layoff, the effective date of layoff and a statement of "bumping," rights (if any), a statement that the unit member may accept layoff and of reemployment and unemployment benefits rights and shall be accompanied by a statement of seniority. The seniority lists shall be posted as provided in Article 4, Union Rights, Section 4.3, of this Agreement, and normally twenty-five (25) days in advance of a layoff, but in any circumstance at least two weeks prior to the effective date of any layoff. The Union shall receive a copy at the time of posting. Bargaining unit members and the Union shall have the duty to provide information to the District regarding any errors or discrepancies in the seniority list within twenty-five days of the posting. Failure to provide any such information shall exempt the District from back pay provisions of Article 13 Layoff and Reemployment, Section 13.7.6 Erroneous Layoff. Moreover, reinstatement will not take place until the District has had the opportunity to give another unit member thirty (30) days' notice of layoff, if necessary.

### **13.3.5 Communication with Unit Members and Union**

The written notice of layoff shall be provided to unit members and SEIU Local 1021 not later than sixty (60) days before the effective day of layoff. When more than one position is affected by layoff, the District shall call a meeting of affected members to inform them of their options and elicit their preferences. This meeting will be held not later than ten (10) workdays before the earliest layoff date of any member of the group. Additional impacts bargaining, if any, shall occur prior to or within the sixty (60) day notice period.

## **13.4 Bumping Rights**

### **13.4.1 Bumping into Equal or Lower Class**

Unit members identified for layoff may exercise bumping rights into an equal or lower class in which they have served if they have more seniority in that class plus higher classes than someone currently serving in that class.

### **13.4.2 Seniority in More than One Class**

If the unit member has seniority in more than one class or position of equal salary range, the unit member shall bump the overall least senior unit member. If the unit members of those two classes or positions have equal seniority the determination as to who shall be laid off will be made on the basis of greatest classified hire date (District) seniority or if that be equal the determination shall be made by the earliest date of employment with the District in any non-faculty, non-student capacity and if that be equal by lot under the supervision of the Office of Human Resources.

### **13.4.3 Percentage**

For purposes of bumping, a unit member can only bump into an equal or lower percentage of the same class.

### **13.4.4 In Lieu of Bumping**

In lieu of exercising bumping rights, a unit member may elect to be laid off or, if eligible, to retire. Bargaining unit members who select voluntary layoff shall be entitled to the same rights and benefits as members who are separated involuntarily under this article. Bargaining unit members who elect to retire shall be entitled to the rights set forth in Section 13.6.

### **13.4.5 Skills Needed**

In order to be eligible for any of the above selections the more senior bargaining unit member must possess the essential skills necessary to perform the duties of the position as described in the incumbent's job announcement.

## **13.5 Reemployment After Layoff**

### **13.5.1 Reemployment Rights**

A unit member who has been laid off has reemployment rights (in preference to new applicants) for thirty-nine (39) months into the class from which he/she was laid off or equal or lower classes in which the unit member has served. If more than one (1) of such positions is available, reemployment will be into the highest available class. Bargaining unit members laid off have the right to apply and be interviewed, if necessary to determine possession of "essential skills," for such vacant positions within the District during the period of thirty-nine (39) months. Reemployment shall be in the reverse order of layoff.

### **13.5.2 Reemployment after Voluntary Demotion**

Laid off unit members who, at the time of layoff, took a voluntary demotion or voluntary reduction in assigned time shall be, at their option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available for a period of sixty-three (63) months from the effective date of layoff. Such unit members shall be ranked in accordance with their seniority on the reemployment list.

### **13.5.3 Reemployment Offers**

Offers of reemployment shall be made via the U.S. Mail Service, Certified Return Receipt Requested, to the last known address of the bargaining unit member, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, and current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the bargaining unit member's signature. Bargaining unit members shall be responsible for notifying the District in writing of all changes of address. SEIU Local 1021 shall be notified when any bargaining unit member rejects reemployment.

### **13.5.4 Failure to Receive Acceptance of Reemployment**

If the District fails to receive an acceptance within ten (10) calendar days after sending the offer, it shall consider that the unit member has declined that offer of reemployment. If a unit member declines a second offer, he/she shall have waived the right to reemployment offers until he/she notifies the District of availability within the remainder of his/her reemployment period. Any offers of reemployment in lower classification or for fewer hours or workdays than the position from which the unit member was laid off may be declined without prejudice.

### **13.5.5 Reporting After Acceptance of Reemployment**

If a unit member accepts any offer of reemployment, he/she must report to work within eleven (11) workdays following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the District approved an earlier reporting date.

### **13.5.6 Seniority and Reemployment**

The District may simultaneously send out notices of vacancy to more than one (1) unit member on a reemployment list provided that a more junior unit member may be given the vacancy only when those with more seniority have declined or waived it.

## **13.6 Retirement and Layoff**

Notwithstanding any other provision of law, any bargaining unit member who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement system of the fact that retirement was due to layoff for lack of work or of funds. If the bargaining unit member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement system has properly processed his/her request for reinstatement from retirement.

## **13.7 Miscellaneous Provisions**

### **13.7.1 Steps Upon Reemployment**

Upon reemployment from layoff, a bargaining unit member will advance to the next step on the salary schedule when the unit member has worked the required length of time necessary for the salary step. Example: The unit member has worked three (3) months at step 4 when laid off. Upon reemployment, the unit member must work nine (9) months for a total of twelve before advancing to step 5. This date will be the new anniversary date.

### **13.7.2 Utilization of Non-Bargaining Unit Members/District Rights**

It is the intent of the parties that the District has the right to direct the work force in order to provide services; and in providing such services, it is the intent that the utilization of non-bargaining unit members will not result in the arbitrary or capricious displacement of laid-off or reduced bargaining unit members, or the arbitrary or capricious denial of recall rights of bargaining unit members on the recall list.

### **13.7.3 Placement as Substitute After Layoff**

If the District utilizes substitutes, bargaining unit members who have been laid off and who have seniority in that class will be given the opportunity to work as substitutes if such bargaining unit members request placement on the substitute roster. Compensation for such substitute employment shall be at the established substitute rate.

### **13.7.4 No Re-Negotiation**

Subjects covered in this article shall not be subject to re-negotiation in the event of layoff, nor will the implementation of layoffs be delayed by any request to negotiate any effects of layoff.

### **13.7.5 Reason For Layoff Not Grievable**

The reason of layoff (lack of work or lack of funds) shall not be subject to the grievance procedure. Violations of the expressed provisions of this article may be grieved.

### **13.7.6 Erroneous Layoff**

Any bargaining unit member who is erroneously laid off, in accordance with this article, shall be reemployed upon discovery of the error and shall be reimbursed for all loss of salary and benefits. Reemployment shall occur within ten (10) workdays of notice to the District. This section is subject to the grievance procedure and its twenty (20) day statute of limitations.

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## **ARTICLE 14 RECLASSIFICATION**

### **14.1 Purpose and Principles**

- 14.1.1** District and the Union believe it is important to maintain a fair and equitable classification system. Because duties and responsibilities change over time, the parties have agreed to the following system to upgrade and recognize changes which take place.
- 14.1.2** Reclassification is the process of determining through job analysis whether the current classification, as evidenced in the job description, matches the duties and responsibilities of the position.
- 14.1.3** Decisions regarding reclassifications shall be based on substantial and permanent changes in the level of duties and responsibilities of the position assigned by the District.

### **14.2 Restrictions**

- 14.2.1** An increase in the volume of work shall not be the basis for a reclassification.
- 14.2.2** Positions which have been in existence for less than one year are not eligible for reclassification.
- 14.2.3** An employee whose position has been reclassified may not apply for another reclassification for at least two years from the date of the last reclassification request.
- 14.2.4** An employee who has applied for and been denied a reclassification may not reapply unless the employee's work duties are changed and are inconsistent with the job description for the employee's classification subsequent to the denial.

### **14.3 Request for Reclassification**

#### **14.3.1 Initiation**

A request for reclassification of a position or group of positions may be initiated by management or by the employee.

#### **14.3.2 Management-Initiated Review**

When the District initiates a reclassification, it will notify the Union prior to the reclassification being sent to the Board of Trustees, with ample opportunity for the Union to review the proposal and meet and confer, if the Union chooses.

### **14.3.3 Employee-Initiated Review**

- (i) An employee may submit a request for reclassification to the Chief Human Resources Officer and the employee's supervisor and/or manager by July 1.
- (ii) The employee must be a permanent classified worker and must have been performing the work, which is the basis for the reclassification request, for at least six (6) months before the reclassification request.
- (iii) The employee shall retain a copy of the request packet and give a copy to the Union chapter president.

### **14.3.4 Contents**

A reclassification request shall include

- (i) A completed reclassification request form (employee portion)
- (ii) A copy of the employee's current job description (available from the Office of Human Resources)
- (iii) A copy of the job description for the proposed classification; and
- (iv) Any additional supporting documentation.
- (v) In the case of a management-initiated review, the reclassification request shall also include current and proposed organizational charts showing all positions with current employees and vacancies listed.

### **14.3.5 Multiple Requests**

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

## **14.4 Reclassification Consultant**

### **14.4.1 Duties**

The reclassification consultant will prepare an analysis and report on the request for reclassification. The analysis will include whether there is currently an appropriate classification within the District, whether duties should be deleted or added and whether the proposed new job description should be revised.

### **14.4.2 Selection**

The reclassification consultant shall be chosen jointly by the District and the Union. The cost of the reclassification consultant fee shall be borne equally by the District and SEIU Local 1021.

#### **14.4.3 Review**

The reclassification consultant will receive the reclassification packets and will review based upon the following:

- (i) The completed reclassification request form
- (ii) Desk audit, if deemed necessary
- (iii) Internal or external audits of other similar or related positions as necessary, e.g., comparable positions existing elsewhere within the District
- (iv) Interviews with the employee and employee's supervisor and/or manager
- (v) Any other relevant information requested by the Consultant

#### **14.4.4 Report**

The Consultant will issue a report to the Chief Human Resources Officer and the Union within ninety (90) working days of the receipt of the completed reclassification packets. The timeline may be extended, if necessary, by mutual agreement of the District and the Union.

### **14.5 Decision**

**14.5.1** The Chief Human Resources Officer will consult with appropriate college administrator and/or president or chancellor and issue a reclassification decision to the employee within forty-five (45) days of the receipt of the consultant's report. The timeline may be extended, if necessary, by mutual agreement of the District and the Union.

**14.5.2** Upon notification of the reclassification decision, the employee may request a joint meeting with the Chief Human Resources Officer and the consultant to discuss the decision.

### **14.6 Appeal**

#### **14.6.1 Time**

An employee may appeal in writing the reclassification decision to the Chief Human Resources Officer within ten (10) working days of receipt of the decision.

#### **14.6.2 Panel**

The Appeal will be heard by a Panel, which is composed of two Union representatives appointed by the Union, a College/District Manager appointed by the Chancellor and the Chief Human Resources Officer. The consultant may attend and serve as resource to the Panel but does not have a vote.

### **14.6.3 Meeting**

The Chief Human Resources Officer will establish a meeting date between the employee and the Panel for the Appeal meeting. The Panel will meet with the employee to receive and review additional information that the employee may wish to provide. The supervisor and/or manager may be asked to attend and address the panel.

### **14.6.4 Recommendation**

The Panel will render a recommendation and communicate that recommendation in writing to the Chancellor.

### **14.6.5 Final Decision**

The Chancellor will render the final decision within thirty (30) working days of receipt of the recommendation. The Chief Human Resources Officer will then send notification to the employee, the Union and supervisor. If the appeal is denied, reasons will be given. There will be no further appeals. The reclassification decision of the District shall not be subject to Article 8, Grievance Procedures.

## **14.7 Implementation of Approved Reclassification**

### **14.7.1 Board of Trustees**

The Board of Trustees shall consider an approved reclassification at the Board meeting subsequent to the final decision, or if necessary at the following Board meeting. The Board shall establish the salary for the reclassified position. An employee-initiated reclassification shall be effective on the date specified in Section 14.3.3 above. A management-initiated reclassification shall be effective on the first of the month following Board action.

### **14.7.2 Automatic Movement**

Where a position is reclassified to a higher class, the unit member in the position shall automatically move upward with the position being reclassified, if the unit member meets the qualifications.

### **14.7.3 Salary and Anniversary Date**

Any unit member who is reclassified will be placed at the lowest classification step which provides an increase of at least five (5) percent. The unit member's evaluation and anniversary date, for purposes of step increases and longevity, shall not change. When the unit member's anniversary date and the effective date of the reclassification coincide, the anniversary increment shall be applied before the reclassification computation is made.

## **ARTICLE 15 COMPENSATION**

### **15.1 Annual Increases**

**15.1.1** Effective July 1, 2019, a five percent (5%) across the board salary increase will be provided to all bargaining unit members.

**15.1.2** Effective July 1, 2020, a two percent (2%) across the board salary increase will be provided to all bargaining unit members.

**15.1.3** Effective July 1, 2021, a two percent (2%) across the board salary increase will be provided to all bargaining unit members.

Bargaining unit employees must be employed by the District at the time that pay increases are actually paid in order to be eligible for the increase.

### **15.2 Salaries**

Classified unit members shall be paid on the Classified Salary Schedule A (incorporated as [Appendix A](#) of this Agreement).

#### **15.2.1 Initial Placement on the Salary Schedule**

A probationary unit member at the time of initial employment with the District shall be placed on the first step of the appropriate pay range of the designated salary schedule.

#### **15.2.2 Anniversary Step Increase**

**15.2.2.1** A unit member who has attained permanent status in the Classified Service, and occupies a position which is half-time or more for a period of no less than six (6) months in a school year will receive an annual step increase on the unit member's anniversary date, and on each annual anniversary date until the maximum step of the unit member's salary range is reached providing that the performance evaluation immediately preceding the anniversary date is satisfactory.

**15.2.2.2** A regular hourly unit member who has attained permanent status in the classified service, and occupies a position which is less than half-time or less than six (6) months in an academic year, will receive a step increase on every anniversary date, providing that the performance evaluation immediately preceding the anniversary date is satisfactory.

**15.2.2.3** The Chancellor or designee may withhold a service increment for less than satisfactory service upon providing the unit member notice and an opportunity to be heard. If the unsatisfactory performance is subsequently remedied, the previously withheld service increment will then be granted prospectively.

### **15.3 Working Temporarily Out of Classification**

**15.3.1** Unit members may be assigned to work temporarily in a higher position classification where fifty-one percent (51%) or more of the work assignment is out of their regular classification (i.e., where duties and responsibilities are performed which are not reasonably related to those prescribed in the individual's regular position class specification).

**15.3.2** Where the assignment lasts for more than five (5) working days within a fifteen (15) calendar day period, the unit member shall be paid an increased salary for the entire period of the temporary assignment at Step 1 of the appropriate salary range for the temporary position or at the rate of five percent (5%) above the salary earned in the regularly assigned position, whichever is greater.

### **15.4 Salary Adjustment and Step Placement**

#### **15.4.1 Promotion to a Position in a Higher Class**

Upon being selected for promotion to a position in a class with a higher salary range, a unit member will be placed at the first step of the higher applicable salary range which provides a minimum five percent (5%) upward adjustment over the present rate of pay. The unit member's new anniversary date will be the effective date of the new assignment.

#### **15.4.2 Movement to a Position in a Lower Class**

A unit member who moves to a position in a class with a lower salary range shall be placed in the same step of the new range as that held in the previous class and shall retain the same anniversary date.

#### **15.4.3 Transfer**

A unit member who is transferred from one position to another in the same class or from one class to another in the same salary range shall remain at the same salary and retain the same anniversary date. See Article 12.1.1.

### **15.5 Change in Presently Assigned Range Resulting from a Salary Survey**

The Board of Trustees may, upon recommendation of the Chancellor, provide for adjustments in Classified Salary Schedule A, to unit members based on a salary survey.

**15.5.1** Salary surveys may be made periodically for one (1) or more position classes in order to determine whether the salaries are competitive with similar position classes in selected agencies in the labor market area.

**15.5.2** When it is determined that salary ranges assigned to one (1) or more classes of positions must be revised upward in order to maintain competitive salaries, incumbents who occupy positions within the class will retain the same anniversary date and the step held in the presently assigned range.

**15.5.3** Where a position has been changed to a lower class as a result of a classification study and the unit member's present rate of pay exceeds the top step of the lower recommended range, the unit member shall continue to receive the current salary rather than be reduced in pay. The unit member's current rate of pay shall apply until such time as the unit member vacates the position or future salary adjustments exceed the individual's present rate of pay and bring him/her within the regular plan. The anniversary date shall remain unchanged.

## **15.6 Medical Examinations**

**15.6.1** If required by the Chancellor or designee, a unit member shall take a physical examination from a physician designated by the Chancellor or designee and at District expense.

**15.6.2** All unit members must have a state-required TB (tuberculosis) test every four (4) years. The test will be paid by the District each time after the initial TB test upon hiring and employees shall be given time off to get tested, if requested. District shall notify employees ninety (90) days prior to the date of the test. Unit members who do not have current TB results on file with the District will be placed on unpaid leave until the TB test results have been provided to the District.

## **15.7 Career Advancement Awards Program (CAAP)**

No new applications will be accepted after January 1, 1998. The unit members currently receiving awards for completion of the CAAP program will continue to receive their awards until they resign or retire. Once selected, a program cannot be changed in unit value. Units of credit, or the equivalent hours of training and study, shall be granted for approved activities which are completed outside the unit member's paid work week, and in the following categories:

The approval of a program does not constitute any commitment by the District to advancement to a higher classification.

### **15.7.1 Awards**

**15.7.1.1** Effective July 1, 1990, upon being certified as completing a Career Advancement Awards Program, a unit member will be granted a permanent increment of one thousand twenty dollars (\$1,020) per year. Under the "Option Program", the increment will be four hundred eight dollars (\$480) per year.

**15.7.1.2** After January 1, 1998, all unit members who are currently enrolled in a CAAP program but have not yet completed all the requirements may elect to accept a one-time payment of one thousand five hundred dollars (\$1,500) or seven hundred dollars (\$700) for the "Option Program" after completion of their CAAP program in lieu of the above payment schedule in Section 15.7.2.1.

**15.7.1.3** Unit members who have already completed their CAAP program, but are waiting to be added to the compensation program as outlined in Section 15.7.2.2 below, may also elect the compensation method described in Section 15.7.2.1.

**15.7.1.4** A unit member may not earn an award more often than once in any three (3) year period. However, there is no time limit on the amount of time taken to complete a program.

**15.7.1.5** A maximum of four (4) such permanent increment awards may be earned during a person's tenure with the District.

**15.7.1.6** As of January 1, 1998, unit members waiting to be added to the compensation program and unit members approved for the program but not completed will have sixty (60) days to inform the District, in writing, of their selection of award payment. The award payment is "one time" payment, as described in Section 15.7.2.2 or "monthly" payment, as described in Section 15.7.2.1.

#### **15.7.2 Award Effective Date**

**15.7.2.1** The effective date of each Career Advancement Awards Program shall be on the first day of the second month immediately following completion of the program as certified by the committee to the Chancellor.

**15.7.2.2** No more than three (3) individuals can be added to the compensation program in each fiscal year.

#### **15.8 Personal Vehicles (Mileage)**

Unit members shall be reimbursed for the use of their personal vehicles while on official District business at the rate established by the District which shall be based upon the prevailing IRS allowable non-taxed rate of reimbursement for mileage.

#### **15.9 College Fee Reimbursement**

Effective January 1, 1998, the District will reimburse to unit members the costs of enrollment fees for credit course work towards a degree or certificate offered by the District, other California community college districts, the CSU or UC systems. The form entitled "[Enrollment Fee Reimbursement](#)" is available from the District Business Services' Accounting Department. Eligibility for such reimbursement shall be based upon:

1. satisfactory completion of the course and
2. demonstration that the reimbursement does not exceed 10 semester units per year

The District will reimburse the unit member at the unit cost of the prevailing California Community College fee or up to \$75 per unit towards units for approved colleges and universities. An employee may only be approved for up to \$750 per fiscal year. This program is administered on a first come, first served basis. The total District reimbursement under this section will not exceed nine thousand dollars (\$9,000) per year. Employees will not be eligible for reimbursement once the nine thousand dollars (\$9,000) has been utilized in any fiscal year. This program is administered annually and the funds do not roll over from year to year.

#### **15.10 Longevity**

Effective July 1, 2020, this longevity schedule replaces the prior longevity schedule. This new longevity schedule is not retroactive:

- a. At the beginning of the 8<sup>th</sup> year of continuous employment with the District, members shall be eligible for a longevity increase of 1.5%.
- b. At the beginning of the 10<sup>th</sup> year of continuous employment with the District, members shall be eligibility for a longevity increase of 1.5%.
- c. At the beginning of the 12<sup>th</sup> year of continuous employment with the District, members shall be eligible for a longevity increase of 1.5%.
- d. At the beginning of the 14<sup>th</sup> year of continuous employment with the District, members shall be eligible for a longevity increase of 1.5%.
- e. At the beginning of the 16<sup>th</sup> year of continuous employment with the District, members shall be eligible for a longevity increase of 1.5%.
- f. At the beginning of the 18<sup>th</sup> year of continuous employment with the District, members shall be eligible for a longevity increase of 1.5%.
- g. At the beginning of the 20<sup>th</sup> year of continuous employment with the District, members shall be eligible for a longevity increase of 1.5%.
- h. At the beginning of the 22<sup>nd</sup> year of continuous employment with the District, members shall be eligibility for a longevity increase of 1.5%.
- i. At the beginning of the 24<sup>th</sup> year of continuous employment with the District, members shall be eligible for a longevity increase of 2.0%.

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## ARTICLE 16 EMPLOYEE BENEFITS

### 16.1 Benefits Provided

The District shall provide all eligible unit members and their dependents with medical, dental, and vision. The District shall also provide life insurance and long-term disability plans to all eligible unit members.

SEIU and the District agree to meet regarding cost containment of benefits.

In addition, the District shall provide a pre-tax salary deduction program (IRS-125 Plan) subject to IRS approval for the purpose of: Part One, paying for dependent care; Part Two, health plan premiums and Part Three, other approved health-related expenses. Subject to IRS approval, the maximum amount that an employee may have deducted for Part One is \$5,000 in the plan year, and Part Three shall be limited to \$3,000 for the plan year though the amounts shown are subject to change pursuant to the Health Care Reform Act of 2009. The District shall provide all unit members with a minimum thirty (30) day notice of the annual application deadline for these pre-tax salary deduction programs. This notice shall be provided via U.S. mail.

Medical Coverage: The District and SEIU Local 1021 agree to health and benefit plans effective October 1, 2012 that will be revised as follows:

1. **“High HMO” Coverage:** Defined as the coverage level provided to unit members in 2010-11 (copays \$5 for office visits, and \$5 generic/\$15 non-generic for prescription drugs) unless modified by agreement of the District and SEIU. Unit members will contribute the following amounts for this level of coverage:

*Note:* If no generic drug is available the unit member has to pay the brand drug rate.

#### **Monthly Premium Contributions for Kaiser “High HMO”**

Copays: Doctor Visits: \$5; and Rx: \$5 Generic/\$15 Brand

Coverage	2019-2022
EE	\$50
EE + 1	\$100
Family	\$150

**Monthly Premium Contributions for Anthem Blue Cross "High HMO"**

Office Visits: \$15 and Rx: \$15 Generic/\$25 Brand

Coverage	2019-2022
EE	\$85
EE + 1	\$170
Family	\$255

For Anthem Blue Cross "High HMO" coverage, it is understood that the premium contributions in years 2013-14 and 2014-15 are predicated on raising copays for doctor visits and prescription drugs in increments not to exceed \$5 per year.

1. **"Low HMO" Coverage:** The District shall also offer unit members an alternate HMO plan for the carriers shown above. Premium contributions shall be no more than sixty percent (60%) of the amounts shown in Section 1, above, for each carrier; however, the plans will carry greater copays for doctor visits and prescription drugs. The plan coverage will be as shown below, unless otherwise negotiated by the District and SEIU.

**Target Monthly Premium Contributions for Kaiser "Low HMO"**

Office Visits: \$20; Rx: \$10 Generic/\$20 Brand

Coverage	2019-2022
EE	\$20
EE + 1	\$40
Family	\$60

**Target Monthly Premium Contributions for Anthem "Low HMO"**

Office Visits: \$30 Primary Care/\$40 Specialist

Prescription Drugs: \$5 Generic/\$15 Brand

Coverage	2019-2022
EE	\$50
EE + 1	\$100
Family	\$150

When selecting the "Kaiser Low HMO" plan in future years, the District and SEIU will generally consider a plan with zero cost to unit members, amongst other options. When selecting the "Anthem Low HMO" plan in future years, the District and SEIU will generally consider a plan for which the cost to unit members is roughly equal to that of the "Kaiser High HMO" plan.

3. **Anthem PPO Coverage:** This District shall continue to offer the Anthem Blue Cross PPO. The copays and deductibles for this plan shall be commensurate with those in effect in 2010-11. The unit member selecting this plan shall contribute an amount equal to the difference between the PPO premium, and the full Anthem “High HMO” premium.
4. **Dental and Vision Coverage:** The District shall continue to pay the premiums for dental and vision plans for eligible unit members, providing coverage commensurate to the plans in effect during Academic Year 2010-11. Notwithstanding, the District will offer an enhanced dental plan with a higher cap on annual benefits, with the understanding that the unit member selecting that plan will pay the additional cost in premiums.

## **16.2 Eligibility Requirements**

Unit members will be eligible for group health and life insurance, providing said eligible unit members are deemed eligible pursuant to the terms and conditions of the policy or plan.

### **16.2.1 Period of Coverage and Payment of Premiums**

#### **16.2.1.1 Full-Time Unit Members**

Full-time unit members who are employed nine (9) or more consecutive calendar months in the school year shall be entitled to these benefits for the entire year, with the premium cost paid by the District.

#### **16.2.1.2 Part-Time Unit Members**

Unit members who are employed half-time or more for a period of nine (9) or more consecutive calendar months in the school year may choose to accept one or more of these benefits and shall only be entitled to the percentage of District contribution for the plan in which they are enrolled in the same ratio as their actual service assignment bears to a full-time assignment, the unit member share to be paid in advance by personal payroll deduction.

- 16.2.1.3 Should the eligible full-time unit member choose not to accept or participate in any medical plan or benefit identified in Section 16.1 above, in accordance with the law, the District shall offer the unit member \$400.00 per month in lieu of medical benefits.

#### **16.2.1.4 Leaves and Separation from Service**

A COBRA option shall be made available to any full-time or part-time unit member who is covered, at the time his/her eligibility for such benefits is temporarily or permanently discontinued.

## **16.2.2 Other Provisions**

**16.2.2.1** Unit members who are granted leaves of absence without pay in excess of thirty (30) calendar days in any school year shall not be entitled to the extension of health and welfare benefits during the inclusive dates of such leaves of absence. Such unit members, however, may continue their enrollment in existing group insurance plans at the unit members' own expense. Leaves in excess of thirty (30) days must be taken in one continuous period and may not be interspersed with vacation or other paid leave in order to avoid paying for continued health benefits. If the leave of absence without pay reduces a unit member's time assignment to less than full-time, but equal to or greater than fifty percent (50%) of a similar or related full-time position, employee shall only be entitled to the percentage of District contribution in accordance with the ratio established above.

**16.2.2.2** Group insurance benefits shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Except as provided in Article 16 Employee Benefits, Section 16.2.2.1 group insurance benefits for unit members whose service ends during or at the end of the school year or who are granted leave of absence without pay in excess of thirty (30) calendar days shall terminate at the end of the calendar month during which the service ends or the leave of absence begins.

**16.2.2.3** Unit members employed prior to July 1, 1972, who were employed half-time or more and for a period of at least three (3) consecutive calendar months in the school year shall continue to receive those group insurance benefits as of record on June 30, 1972, with the same degree of District participation in premium costs provided in Section 16.1 above.

### **16.2.2.4 Domestic Partners**

- (i) Domestic partners (not including dependents of the partner) shall receive health, dental, and vision benefits.
- (ii) Documentation Domestic partners shall prepare an affidavit of proof for the District. Unit members who marry in the future shall similarly provide a copy of a marriage certificate.

### **16.3 Group Medical Insurance for Retirees**

*(For bargaining unit members hired before July 1, 1984 only)*

- 16.3.1** The District will continue to pay the cost of the District's group medical insurance plan(s) (including the PPO plan), notwithstanding that active unit members may pay a share of the premiums for similar plans, for each unit member and spouse following retirement of the unit member, provided that the unit member has rendered full-time service (100% assignment) to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

<b>Full-Time Service</b>	<b>Age at Retirement</b>
15 Years	55 Years
14 Years	56 Years
13 Years	57 Years
12 Years	58 Years
11 Years	59 Years
10 Years	60 Years

The unit member is responsible for any costs associated with deductibles or co-payments.

A District-approved leave of absence to a maximum of one school year within the past five years shall be computed as fulfilling one year of full-time required service, so far as this leave was granted in one Board action. The unit member shall be covered by the medical plan at the time of his/her retirement.

- 16.3.2** A "retired" unit member shall be defined as one who has retired from service and who is eligible for or is receiving a retirement allowance from the Public Employees' Retirement System or the State Teachers' Retirement System.
- 16.3.3** An eligible unit member or eligible retired unit member hired before April 1, 1984, has a vested right to deferred compensation in the form of premium-free, retirement medical benefits will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse may continue group coverage at his/her own expense and with advance payments as determined by the District.
- 16.3.4** When two (2) District employees who are married retire, the District will pay the cost of only one medical insurance plan, to continue during their lifetimes. Should one or both employees be required to make a co-payment, this co-payment shall be the lesser of the two. If one is deceased, then the spouse can continue the District insurance plan based on his/her own earned rights for insurance.
- 16.3.5** The retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse.

**16.3.6** The District medical plan will be limited to the coverage provided for active unit members. Medical insurance plans can be changed from one company to another by the retiree under age sixty-five (65) years once during the annual enrollment period established in the District. Changes between companies for retirees who are sixty-five (65) years and older will be subject to the policies in effect at that time by the insurance companies providing medical coverage.

**16.3.7 Effective January 1, 1998, the following process shall be covered: District Coverage Limits**

**16.3.7.1** When an eligible unit member notifies the District of his/her intent to retire, the District will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan, and be eligible for continuance under any special requirements which are part of that plan.

**16.3.7.2** When a retired unit member or spouse who has been determined to be Medicare eligible reaches the age of sixty-five (65), it is understood that they must enroll in both Medicare Parts A, B and D during his/her initial enrollment period as specified by the Social Security Administration. To be eligible for the District paid Medicare Risk HMO or the Medicare Supplement (PPO), the retiree's spouse must enroll in the District program at the time of enrollment in Medicare Parts A, B and D. The District will cover the cost of Part B and D, either directly or via monthly reimbursement, as appropriate. If the retiree and/or his/her spouse are ineligible, he/she must show proof of the ineligibility.

**16.3.7.3** It is understood that if in some future year, any of the current carriers are changed, the District does not have an obligation to replicate the coverage provided by a lost carrier. Additionally, both parties understand that the District's obligation does not include maintenance of a particular coverage that was available when the retiree left the District.

**16.3.8 Out-of-Country Retirement Medical Coverage for Eligible Retirees**

*(This section only applies to unit members hired prior to July 1, 1984)*

**16.3.8.1 Election and Conditions**

**16.3.8.1.1** This option may be elected solely at the discretion of the retiree. It is available to all eligible current and former retirees any time they permanently move outside the U.S. where no current District retiree medical coverage exists.

**16.3.8.1.2** The retiree must state in writing to the District that permanent residence is being taken outside the country at least sixty (60) days before the move occurs.

**16.3.8.1.3** It is the retiree's sole responsibility to arrange for a personal (plus spouse) medical coverage policy with a foreign carrier. The District is not required to help in this search and is not responsible for the performance of the policy selected by the retiree.

**16.3.8.1.4** A contract for the medical coverage must be sent to the District before any payments for the coverage are made. The contract must state the monthly premium rate for a period of one year.

**16.3.8.1.5** The policy and payment method must be constructed in a way that prevents the District from incurring any tax liability (IRS or otherwise). IRS regulations preclude payment being made to the retiree. Payment must be made directly to the medical carrier.

**16.3.8.1.6 District Responsibility**

The District will pay to the retiree's foreign medical carrier a monthly amount up to the maximum monthly amount that is paid to a carrier for the working members of the bargaining unit at the time the coverage is initiated.

**16.3.8.1.7** If the cost of the foreign medical coverage contract is not stated in U.S. currency, the monthly premium to be paid by the District shall be calculated based upon the foreign exchange rate on the day of receipt of the contract at the District Office. This fixed monthly payment shall be made by check directly to the foreign policy carrier on a monthly or quarterly basis (at the District's discretion) in U.S. funds and will not change for the duration of the one-year contract.

**16.3.8.1.8 Retiree's Responsibility**

The retiree will be responsible for any exchange rate fluctuations and will have to personally pay the difference between the exchanged funds received by the foreign carrier from the District and the cost of the policy.

**16.3.8.1.9** The retiree must notify the District in writing each quarter that he/she is in need of continuing medical coverage. Failure to provide such notification will cause the District to withhold payment to the foreign policy carrier until such notice is received.

**16.3.8.1.10** If the retiree wishes to change to a different foreign medical carrier, all the requirements and conditions noted above in Sections 16.3.8.1.1-16.3.8.1.9 must be satisfied under the new coverage policy before the change can occur. Changes can only be made during open enrollment periods or when the existing policy is no longer available.

**16.3.8.1.11** If the retiree wishes to return to the U.S. as a permanent resident, written notice of such intent must be received by the District. The retiree will be allowed back into the plan within thirty-one (31) days of losing their other coverage and choose among policies available to retirees under the conditions of the current contract with the bargaining unit.

**16.3.8.1.12** Unit members employed on or after July 1, 1984 will not be eligible for coverage set forth in this section.

**16.4 Group Medical Insurance for Retirees Hired on or after July 1, 1984 through December 31, 2012. For unit members hired after the date referenced above, see Article 16.5**

**16.4.1 Definition**

A “retired” employee shall be defined as one who has retired from District service and who is eligible for, or is receiving a retirement allowance from the Public Employees’ Retirement System or the State Teachers’ Retirement System.

**16.4.2 Eligible Unit Members**

Effective January 1, 1998 all eligible unit members employed on or after July 1, 1984, shall be able to participate in District group medical retirement benefits under the conditions stated in 16.4.3, 16.4.4 and 16.4.5, subject to the following understanding:

**16.4.2.1** When an eligible unit member notifies the District of his/her intent to retire, the District will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan, and be eligible under any special requirements which are part of that plan.

**16.4.2.2** Both the District and the Union recognize that carriers, plans, and coverage’s available to retirees may change in the future. Retirees will be allowed to continue enrollment in District plans that are available to active employees at any time in future years, subject to any restrictions imposed as stated in 16.4.2.1. It is understood that if in some future year, any of the current carriers are changed, the District does not have an obligation to replicate the coverage provided by a lost carrier. Additionally, both parties understand that the District’s obligation does not include maintenance of a particular coverage that was available when the retiree left the District.

- 16.4.2.3** It is further understood that all retirees must meet the same conditions for continuous service before retirement as set forth in Article 16.3.1 in order to qualify for District Group medical benefits, namely, that the employee has rendered full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

<b>Full-Time Service</b>	<b>Age at Retirement</b>
15 Years	55 Years
14 Years	56 Years
13 Years	57 Years
12 Years	58 Years
11 Years	59 Years
10 Years	60 Years

The unit member is responsible for any costs associated with deductibles or co-payments.

- 16.4.2.4** A District-approved leave of absence to a maximum of one (1) school year within the past five (5) years shall be computed as fulfilling one (1) year of full-time required service, so far as this leave was granted in one Board action.

#### **16.4.3 Coverage for Eligible Retirees Under the Age of Sixty-Five**

- 16.4.3.1** The District's premium payment for health benefits for a retiree under this section shall be limited to the cost of coverage equivalent to the most expensive Health Maintenance Organization (HMO) plan available to active employees during any particular year. The cost to the retiree is based on the retiree premium rate of the HMO plan in which the retiree is enrolled.
- 16.4.3.2** The District contribution toward group medical coverage for the retiree and spouse, until the affected retiree or spouse reaches age sixty-five or otherwise becomes eligible for Medicare Coverage, shall be limited to a percentage of the maximum health benefits contribution to premiums as cited above in 16.4.3.1. This percentage is determined from the table shown below.

This table, based upon years of service in the District and age at retirement, shows the percentage of the premium to be paid by the retiree. Beginning July 1, 2002, the retiree's co-payment shall continue at this percentage level until the retiree reaches age sixty (60) or age of retirement, whichever is later, at which time the premium cost to employee shall freeze and remain at that maximum amount and not be increased. Any required co-payments must be made in advance to the District in order for coverage to continue.

	Schedule of Percentage Premium Contribution For HMO-level Coverage for Retirees Not Yet Eligible for Medicare																							
Age at Retirement	Years of Service																							
		10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
	55	X	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0		
	56	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0		
	57	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0		
	58	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0		
	59	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0		
	60	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0		
	61	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0		
	62	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0		
	63	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0		
	64	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0		
	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		

The table is based on the following rule:

If the retiree's age plus years of service  $\geq 85$ , then his/her premium contribution is zero. Each decrease of one year in either age or years of service, increases the retiree's contribution by five percent (5%). If a retiree under this section enrolls in a plan that is costlier than the most expensive HMO (e.g. a PPO plan), he/she must pay the difference between the cost of the chosen plan and that of the most expensive HMO, in addition to the premium contribution for the most expensive HMO according to the matrix above.

Squares that show an X indicates that the retiree does not qualify for retirement medical coverage. (See Section 16.4.3.3 below.)

Example: An employee retires at age 60 with 23 years of service. The retiree's premium contribution continues for HMO-level coverage is ten percent (10%) of the cost of said coverage. The contribution continues until age 65. At age 65, the retiree must enroll in Medicare Parts A, B, and D.

#### **16.4.4 Medical Coverage for Eligible Retirees Upon Reaching Age Sixty-Five**

It is understood that Medicare regulations under Federal Law may change over time, and that these regulations take precedence over this Agreement in case of conflicting language.

**16.4.4.1** A retiree must enroll in Medicare Parts A, B, and D during his/her initial enrollment period as specified by the Social Security Administration. If the retiree and/or his/her spouse are ineligible, he/she must show proof of the ineligibility. The District shall cover the cost of Medicare Parts B and D either directly or via monthly reimbursement, as appropriate. In addition, the District will pay the full premium of the highest Medicare Risk HMO plan available, unless the retiree selects a lower cost plan, in which case the District will pay the full premium cost of the plan selected. The plans available shall be identical to the HMO plans available to active unit members; however, retirees under this section shall not be required to contribute a share of the premium cost. If the unit member selects a coverage level higher than the highest Medicare Risk HMO [e.g., Medicare Supplement (PPO)], the unit member must pay the difference.

**16.4.4.2** If a retiree fails to enroll in Medicare Parts A, B, and D during the Medicare Initial Enrollment Period, as specified above, he/she forfeits all rights to participate in any District sponsored group plans.

**16.4.4.3** Furthermore, upon reaching age sixty-five (65), the spouse of a retiree must also enroll in Medicare Parts A, B, and D during his/her initial enrollment period as specified by the Social Security Administration, if the spouse wishes to continue group coverage under a District-sponsored group plan.

**16.4.4.4** If the spouse of a retiree fails to enroll in Medicare Parts A, B, and D during his/her Medicare Initial Enrollment Period, as specified above, he/she forfeits all rights to participate in any District sponsored group plans.

**16.4.4.5** If the retiree or spouse enrolls in Medicare and the other is not yet eligible for Medicare, then the one who is not eligible can continue group coverage at the rates charged the retiree under 16.4.3.2 until the spouse reaches age sixty-five (65) or otherwise becomes eligible for Medicare coverage.

#### **16.4.5 Medical Coverage for Active Employees who are Age Sixty-Five or Older**

Is subject to Federal Medicare Regulations and such unit members are advised to inform themselves about these regulations.

**16.4.6** Regular unit members who are absent because injury or illness, and who have (1) exhausted all paid leave, (2) are on leave of absence without pay, and (3) who are eligible for Group Medical Insurance for Retirees, shall continue to receive medical benefits without a break in coverage, so long as all of the aforesaid conditions still apply.

**16.4.7** Length of Benefit. An eligible retired unit member under Section 16.4 has a vested right to deferred compensation in the form of retirement medical benefits that are premium-free up to the level of the most expensive Medicare Risk HMO that will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse may continue group coverage at his/her own expense and with advance payments as determined by the District, subject to the following:

**16.4.7.1** Upon reaching age sixty-five (65), the spouse of a deceased retiree must also enroll in Medicare Parts A, B, and D during his or her initial enrollment period as specified by the Social Security Administration, if the spouse wishes to continue group coverage under a District-sponsored group plan at his/her own expense.

**16.4.7.2** If the spouse of a deceased retiree fails to enroll in Medicare Parts A, B, and D during his/her Medicare Initial Enrollment Period, as specified above, he or she forfeits all rights to participate in any District-sponsored group plans.

**16.4.7.3 Out of State/Local Area HMO Coverage for Eligible Retirees**

Effective November 1, 2012, the District will offer additional options for eligible retirees under Section 16.4 who are living out of state, or out of the local area. Such options will include Kaiser coverage (subject to availability in the retiree's local area) and possibly a "Limited PPO" style plan. If the retiree opts to enroll in such a plan, the District's contribution to the premium shall be limited to the cost of the most expensive Medicare risk HMO the District provides to retirees within the CLPCCD service area.

**16.4.8** When two District employees retire who are married, the District will pay the cost of only one medical insurance plan, to continue during their lifetimes. Should one or both employees be required to contribute a share of premiums, this contribution shall be the lesser of the two. If one is deceased, then the spouse can continue the District insurance plan based on his/her own earned rights for insurance, or those earned rights of the deceased spouse whichever are greater.

**16.4.9** Payment of Premiums for eligible dependents. The retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than the spouse.

**16.4.10** Medical insurance plans can be changed from one company to another by the retiree once each year during the annual open enrollment period established by the District. Changes between health carriers for retirees will be subject to the policies in effect at that time by the carriers providing medical coverage. See Article 16.4.2.2 the parties agree to include selected out of District options.

**16.4.11 Dental Coverage:** The District shall offer retired eligible bargaining unit employees the opportunity to participate in the District's group dental plans. The retiree shall be responsible for the full cost of the premium.

## **16.5 Retiree Benefits for Employees Hired on or after January 1, 2013**

### **16.5.1 Coverage Option for Retirees Under the Age of Sixty-five**

A unit member hired on or after (January 1, 2013), who retires before reaching Medicare eligibility, may, at their option, participate in the District's group medical retirement benefits, by paying the full cost of premiums. It is understood that said premiums may be specially priced to the retiree's age class, and may be considerably more expensive than those paid for active employees.

### **16.5.2 Coverage Option After Enrolling in Medicare**

After enrolling in Medicare, the retiree may, at their option, participate in the District's group medical retirement benefits, by paying the full cost of premiums.

### **16.5.3 Health Retirement Savings Plan/Health Reimbursement Account (HRA)**

Effective January 1, 2013 the District shall establish a Health Retirement Savings Plan, or Health Reimbursement Account, or similar savings vehicle (here referred to as HRA) for unit member hired, for the purpose of funding the unit member's post-retirement health benefits.

It is understood that the future interest for this class of unit members shall be January 1, 2013. All unit members who are hired after January 1, 2013 shall be subject to the following HRA provisions:

- The District shall contribute \$200 monthly to the HRA of each unit member. The monies placed in each unit member's account will earn interest which will be credited to his/her account.
- In future years, the District and Service Employees International Union Local 1021 may agree to adjust the contribution amounts described above.

- A Service Employees International Union Local 1021 member's rights to the money the District deposited in the HRA shall vest in five (5) years from the permanent date of hire of the unit member.
- If a unit member works less than full-time hours (.5 FTE or more), then the District contribution shall be proportional to his/her FTE in the District.
- The District shall bear the full cost of administering the HRA and the separated employee shall bear the full cost of the distribution fee when a retired unit member accesses his/her share of the funds.
- If there is a forfeiture of the HRA, based on the unit member leaving District service before vesting, the monies which the District deposited on behalf of the unit member shall revert to the District for use in paying future contributions to eligible HRA members; and
- The Service Employees International Union Local 1021 and the District shall meet and negotiate over future changes in the Internal Revenue Service (IRS) regulations that may impact HRAs.

#### **16.5.4 Dental and Vision Coverage**

The District shall offer retired eligible employees the opportunity to participate in the District's group dental plans and vision plans, subject to plan provisions. The retiree shall be responsible for the full cost of the premiums.

### **16.6 Group Medical Insurance for Retirees Due to Disability**

#### **16.6.1 Coverage**

The District will continue to pay the cost of a District group medical insurance plan for any unit member and spouse following retirement of the unit member from District service due to disability, provided that the unit member has attained the age of fifty (50) and has rendered ten (10) years' full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement.

#### **16.6.2 Definition**

A "disability-retired" unit member shall be defined as one who has involuntarily retired from service and resigned from the District due to disability and who is receiving a disability retirement allowance from the Public Employees' Retirement System or the State Teachers' Retirement System.

### **16.6.3 Term**

A disability retiree who meets the minimum service requirements of ten (10) years' full-time service, including the five (5) years immediately preceding retirement, but who has not attained the age of fifty (50) years at the time of retirement may continue to receive medical insurance coverage from the District if the unit member chooses to continue coverage and agrees to pay quarterly the full amount of premium due to the District in one (1) advance quarterly payment. If such premium payments are continued without break by the unit member until attainment of age fifty (50), the District shall contribute towards the payment of health benefits in accordance with Section 16.4 above.

**16.6.4** Benefits will continue during the life of the disability retiree. Upon the death of the retiree, the surviving spouse may continue Group coverage at his/her own expense and with advanced payments as determined by the District. If said retiree's spouse is employed by the District, in no instance will the District contribute more than the specified District contribution for one (1) medical plan covering unit member and spouse.

**16.6.5** The disability-retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse, to be made by quarterly advance payments to the District.

### **16.6.6 Medical Eligibility**

The District medical plans will be limited to the coverage provided for active unit members. The requirements cited in Section 16.3.7, apply to unit members who were employed on or before July 1, 1984, who are planning to take disability retirement. The requirements cited in Section 16.4.4, apply to unit members who were employed on or after July 1, 1984, who are planning to take disability retirement. Specific Medicare Regulations and protections apply to disability retirements and a unit member who is retiring under PERS or STRS disability provisions must consult the Social Security Administration for details.

Changes between companies for disability retirees will be subject to the policies in effect at the time by the insurance companies providing medical coverage. Also see Section 16.4.2.2.

## **16.7 Fringe Benefits Upon Death of Unit Member**

Upon the death of a unit member, the District will provide continuation of the benefits as specified in Section 16.1 of this article for eligible dependents through the end of the month following one hundred and twenty (120) calendar days from the date of death of the unit member. Upon the death of a unit member, the surviving spouse or approved domestic partner may continue, at his/her own expense, the District's benefit programs with advance payments as determined by the District, and accepted by the insurance carrier. Also see Section 16.3.

## **16.8 Waiver of Rights by Retirees**

Retirees who waive their rights to insurance benefits are ineligible for future reenrollment for benefits.

## **16.9 Change in Family Status Notification**

It is the employee's and retiree's responsibility to notify the District of family status changes which may affect insurance coverage. Failure to notify the District of such changes shall cause the employee or retiree to be responsible for the cost of the insurance coverage for any period of time from the change thereafter.

## **16.10 Health Benefits Committee**

The District agrees to participate in a health benefits committee. The parties shall develop a side letter of agreement regarding this committee following discussions with all interested parties on how it would work. The language of the side letter shall be developed by mutual agreement.

## **16.11 Affordable Care Act (ACA) Re-Opener**

During the term of this Agreement, the parties agree to re-open on benefits, if necessary, to ensure compliance with the Affordable Care Act (ACA).

## **ARTICLE 17 LEAVES OF ABSENCE**

### **17.1 General Provision**

The District will grant paid and unpaid leaves of absence to unit members for the purposes outlined and subject to the conditions set forth in this article.

The benefits which are expressly provided by this section are the sole benefits which are part of this Agreement, and it is agreed that other statutory or regulatory leave benefits which are not mandatory are not incorporated, either directly or impliedly, into the Agreement, nor are such other benefits subject to the grievance procedure.

### **17.2 Sick Leave**

#### **17.2.1 Sick Leave—Earned**

"Earned" sick leave is the number of hours the employee shall be entitled to earn each month at their full rate of pay for illness or injury.

##### **17.2.1.1 For Full-Time Employees**

Employees scheduled to work (40) hours per week, twelve (12) months per fiscal year shall be entitled to eight (8) hours per month for a total of ninety-six (96) hours of sick leave per fiscal year. An employee employed for less than a full fiscal year is entitled to that proportion the number of months of employment bears to 12 months.

##### **17.2.1.2 For Less than Full-Time Employees**

Regular employees scheduled to work less than forty (40) hours per week and/or less than twelve (12) months per full fiscal year are entitled to that proportion of ninety-six (96) hours of "earned" sick leave per fiscal year as the employee's number of scheduled work hours relates to a full-time work schedule.

##### **17.2.1.3 For Probationary Employees**

Probationary employees who are scheduled to work forty (40) hours per week, twelve (12) months per fiscal year, shall not be eligible to use more than forty-eight (48) hours of sick leave during the first six (6) months of their employment. Probationary employees working less hours shall be entitled to take a proportionate amount.

#### **17.2.1.4 Reduction During Leave Without Pay**

Sick leave entitlement shall be reduced by one (1) day for each calendar month a unit member is on leave without pay.

#### **17.2.1.5 When Taken**

Except as provided in 17.2.1.3, sick leave need not be accrued prior to taking such leave by the unit member and such leave may be taken at any time during the fiscal year.

### **17.2.2 Sick Leave—Accumulated**

Accumulated sick leave is the unused sick leave which was earned but not used from the previous year(s).

#### **17.2.2.1 Carry-over**

Accumulated sick leave carries over to the new fiscal year at the employee's full rate of pay for illness or injury. There is no maximum to the number of "accumulated" sick leave hours at full pay which an employee may accrue.

#### **17.2.2.2 Separation from District**

If a unit member is separated from the District prior to rendering a complete fiscal year of service, the leave of absence entitlement for the partial year shall be that proportion of twelve (12) days' leave as the number of months in the fiscal year he/she is employed bears to twelve (12).

#### **17.2.2.3 Unused Leave**

At the time of retirement each unused day of sick leave will be certified by the District to be applied for additional service retirement credit for those unit members to whom Government Code Section 20862.5 applies (those hired before July 1, 1980).

### **17.2.3 Return to Work—Medical Statement**

A unit member absent because of illness shall keep the supervisor or administrator informed in regard to the expected date of return to work.

A unit member who claims sick leave for three (3) or more consecutive days or five (5) cumulative days within any thirty (30) calendar day period, or if the District has reason to believe that the unit member is not legitimately entitled to claim sick leave, may be required to present a written, signed statement from a licensed physician, medical provider, or from the unit member's religious advisor where such is deemed in conformance with religious tenets, verifying illness, injury, or quarantine, inclusive dates when the unit member is unable to work because of medical condition and the date the unit member can return to work. A similar statement may

be required by the District in any cases where an absence claimed to be due to illness or injury must be verified. Unit members returning to work after serious illness or injury may be required to provide medical evidence of recovery sufficient to assume regular duties. Medical examination(s) may be required by the District to be performed by a physician(s) to be designated by the Chancellor or designee, and at District expense.

#### **17.2.4 Extended Sick Leave**

A full-time unit member with regular status shall once a school year be credited with a total of not less than one hundred (100) working days of paid sick leave, including accumulated days of full-pay sick leave and those to which regularly entitled for each fiscal year. The period of one hundred (100) working days shall commence with his/her first day of illness. After all current and accumulated sick leave has been exhausted, the remainder of the one hundred (100) days shall be compensated at fifty percent (50%) of the unit member's regular salary. The paid sick leave authorized under this rule shall be exclusive of any other paid leave, holidays or vacation to which the unit member shall be entitled, and shall not be accumulated. Unit members who have exhausted all full-pay regular sick leave shall provide a medical verification in the same form and content as in Section 17.2.3 above, for each absence due to illness under extended leave provisions. Medical examination(s) may be required to be performed by a physician(s) to be designated by the Chancellor or designee, to determine physical and mental condition in order to make proper determination of eligibility for extended leave benefits. Unit members shall be required to exhaust all other paid leave of absence before leave under this section shall commence.

Regular employees scheduled to work less than forty (40) hours per week and/or less than twelve (12) months per full fiscal year are entitled to that proportion of eight hundred (800) hours of "extended" sick leave per fiscal year as the employee's number of scheduled work hours relates to a full-time work schedule.

The application of this provision shall be in accordance with the Memorandum of Understanding--Extended Sick Leave entered into on July 27, 2006, which is attached and incorporated herein.

### **17.2.5 Use of Sick Leave and Extended Sick Leave During Pregnancy Disability**

Eligible employees are entitled to use sick leave and extended 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, up to a maximum of four months. 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 unit member and the unit member's physician; however, the Chancellor or designee may require a verification of the extent of the disability as provided for in Section 17.2.3 above.

### **17.2.6 Transfer of Sick Leave From Another School District**

A unit member who was employed in another California school district for one (1) calendar year or more and who left that district to accept a position in the Chabot-Las Positas Community College District is entitled to transfer his/her earned but unused sick leave to this District, provided employment starts within one (1) year after termination in the former District and provided that the unit member was not terminated by the prior employer for cause. All such accumulated sick leave shall be transferred within a period of two (2) years after employment begins in this District.

### **17.2.7 Sick Leave Donation**

Each permanent unit member may donate days of sick leave to another permanent unit member with a serious health condition.

#### **17.2.7.1 Restrictions**

- (i) Donors may not donate more than two days of sick leave in any fiscal year. Donated leave must be in one-day increments, no less than eight (8) hours.
- (ii) Donors must retain a minimum of forty (40) days of accumulated leave on account with the District.
- (iii) In order to receive donated sick leave, an employee must exhaust accumulated sick leave and either not be eligible for long term disability or be eligible for such benefits but have not started to receive them.
- (iv) No recipient may receive more than thirty (30) days of donated leave per academic year, except an individual certified pursuant to Section 17.2.4 to have a terminal illness may receive up to one hundred (100) days per year.

**17.2.7.2** A "serious health condition" is defined as an illness, injury, impairment, or other physical or mental condition of a nature necessitating a continuous absence from work of more than ten days that involves inpatient or outpatient care in a hospital or residential health care facility, and continuing treatment or continuing supervision by a health care provider as certified pursuant to Section 17.2.4. Terminal illness must be certified pursuant to Section 17.2.4. The District has the right to require additional certification by a physician chosen by, and paid for, by the District per Section 17.2.4.

**17.2.7.3 Process for Requesting Donations**

- (i) The applicant for donated sick leave shall fill out an application for Donated Sick Leave, stating the nature of the serious health condition, the number of days estimated that the illness will last, or how many days the illness did last, and the number of days the applicant currently has on account with the District. This application shall be provided to applicants by the Chief Human Resources Officer.
- (ii) The application must be signed by the applicant and the applicant's physician(s), and sent to the Chief Human Resources Officer who may demand additional medical statement after absence pursuant to Section 17.2.4.
- (iii) As soon as the Chief Human Resources Officer has reviewed the application, the applicant shall be so informed and solicitation of donations may then be made by the individual or his/her representatives on his/her behalf. The Chief Human Resources Officer must be notified that solicitation of donations has commenced. (The solicitation period shall be limited to a period not to exceed one month.)
- (iv) The recipient is responsible for payment of any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient.

**17.2.7.4 Process for Making Donations**

- (i) Donations for sick leave shall be authorized by a signed pledge form. Pledge forms shall be filed with the Chief Human Resources Officer. This pledge form shall provide legal waiver and spousal consent, where necessary.
- (ii) In the event that several employees sign pledge forms to donate, the sick leave shall be allocated to the recipient in the order the signed pledge forms are received by the Chief Human Resources Officer.

- (iii) Sick leave shall not be transferred from a donor's account, until it is used by the recipient for the serious illness or medical condition detailed on the Application for Donated Sick Leave. Once transferred, the transfer is irrevocable. In the event that the recipient does not use all pledged sick leave, any unused pledge forms shall be returned and no sick leave deductions made from pledgers' sick leave accounts.
- (iv) The Office of Human Resources shall keep the identities of any of those pledging sick leave confidential.

#### **17.2.8 Reemployment List**

When all available leaves of absence paid or unpaid have been exhausted and if the unit member is not medically able to assume the duties of the position, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months. During the thirty-nine (39) month period, the unit member, if medically able, shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations. A unit member who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

### **17.3 Personal Necessity**

Except where otherwise provided, an employee may use as many as seven (7) days of accumulated sick leave in any fiscal year for instances of personal necessity for the following reasons:

#### **17.3.1 Death in Immediate Family**

Death of a member of his/her immediate family as defined in Section 17.3.6.1 of this Agreement when additional leave is required beyond the number of days provided under the bereavement leave provisions of this Agreement.

#### **17.3.2 Accident or Emergency Illness**

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

### **17.3.3 Illness of a member of his/her immediate family**

Non-emergency illness of a member of his/her immediate family.

### **17.3.4 Court Appearance**

Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

### **17.3.5 Personal Business**

Three (3) days maximum for matters of personal necessity which cannot be accomplished at times other than assigned working hours.

### **17.3.6 Definitions and Procedures for Use of Personal Necessity Leave**

**17.3.6.1** Members of the immediate family shall mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member, or upon approval of the Chancellor or designee, a significant other person.

**17.3.6.2** Unit members shall notify the District as soon as possible, but shall not be required to secure advance permission for leave taken for any of the following: death or serious illness of a member of the immediate family; accident involving the unit member's person or property, or the person or property of his/her immediate family. A unit member must secure advance permission for all items not covered above, and shall normally make the request to the immediate supervisor two (2) days before taking this leave, unless an emergency exists which prohibits the unit member from providing such advance notice.

**17.3.6.3** Unit members shall complete the District's Request For Leave of Absence or Floating Holiday Form specifying the date(s) and reason for the request (including specifying the category of Personal Necessity Leave [PNL]) and verifying that the unit member's use of leave was for personal necessity as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacations, work stoppages, or for matters of purely personal convenience, and upon request, shall provide the District with such proof or statement of facts as may be determined necessary by the District to carry out the intent of this provision. Employees are not required to disclose confidential medical information in requesting leave under this section.

## **17.4 Industrial Accident and Illness Leave**

### **17.4.1 Definition**

Industrial accident or illness is defined as an illness or injury sustained in the performance of the job, supported by a physician's certificate and qualifying as being work-connected under the state Workers' Compensation law. This paid leave shall apply while the unit member is receiving temporary disability benefits from the District's workers' compensation provider.

### **17.4.2 Allowable Days**

**17.4.2.1** A maximum of sixty (60) working days shall be granted for the same illness or injury.

**17.4.2.2** Such leave is not accumulated from year to year. If an absence overlaps into a new fiscal year, the unit member will have available to carry over into the next fiscal year only the number of days not used the prior year for the same illness or injury.

**17.4.2.3** Such leave will commence on the first day of absence caused by such accident or illness. The number of allowable days shall not be increased due to any temporary disability award.

### **17.4.3 Reporting Requirements**

**17.4.3.1** Should an employee sustain a personal injury on the job, the employee shall notify the supervisor immediately or as soon as physically possible and complete an industrial accident form provided by the District. Benefits cannot be paid unless the form has been filed by the employee and the employee has been examined by a physician within a reasonable period of time following the accident.

The District has the right to have the employee examined by a physician designated by the District, unless the employee has predestinated another physician.

**17.4.3.2** Before returning to work, the employee must bring a written medical verification in the same form and content as prescribed in Section 17.2.3 above, signed by the physician, or religious advisor if required by religious tenets, indicating the nature of the injury or illness, inclusive dates when the unit member is unable to work because of medical condition, the date the unit member can return to work, and work limitations, if any. This medical statement shall be given to the immediate supervisor and attached to the monthly payroll (service) report. Medical examination(s) may be required by the District to be performed by a physician(s) to be designated by the Chancellor or designee, and at District expense.

#### **17.4.4 Relation to Sick Leave**

**17.4.4.1** Such leave shall not affect the normal accumulated sick leave.

**17.4.4.2** If the unit member is unable to return to duty after exhausting paid industrial accident and illness leave, the unit member shall use all available paid sick leave and posted vacation leave.

**17.4.4.3** Such leave allowances will be reduced only in the amount necessary to provide a full day's wages or salary when added to the compensation from the District's workers' compensation provider. The payment for wages lost on any day shall not, when added to an award granted the unit member, exceed the normal wage for the day.

During all such paid leaves of absence, the unit member shall endorse to the District all benefit checks received under the Workers' Compensation laws of the State.

#### **17.4.5 Presence in California**

A unit member receiving benefits under these provisions shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the Governing Board.

#### **17.5 Bereavement Leave**

In the event of the death of any member of a unit member's immediate family, as defined in Section 17.3.6.1, he/she shall be granted bereavement leave of absence, not to exceed three (3) working days; or five (5) working days if travel out of state is required or travel to distances between three hundred fifty (350) and two thousand (2,000) air miles is required; or seven (7) working days if a distance greater than two thousand (2,000) air miles is required. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other sections of this Agreement.

#### **17.6 Family Medical Leave**

In accordance with state and federal law and District policy, under certain conditions workers may be eligible for an unpaid leave of absence for up to twelve (12) weeks for reasons related to family circumstances. Qualifying circumstances would include but not be limited to: serious health condition of the employee, or care of a child, spouse or parent with a serious health condition, or birth or adoption of a child.

Workers who qualify for paid benefits under Article 16 shall continue to receive paid medical benefits while under family leave.

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

### **17.7 Jury Duty**

- 17.7.1** A unit member who has been regularly called for jury duty in the manner provided for by law, or who is ordered to appear as a witness in court other than as a litigant will be granted a paid leave of absence up to the amount of the difference between the unit member's regular earnings and any amount the individual receives for jury or witness fees.
- 17.7.2** Upon notification of jury duty, it is the obligation of the unit member to immediately inform his/her manager.
- 17.7.3** No deduction shall be made from salary. Any daily jury or witness fee, exclusive of travel expenses, shall be deposited to the credit of the District. When the court appearance consumes only a portion of the day, the unit member will report to work immediately after the appearance in court or jury duty ends.
- 17.7.4** Unit members, whose major portion of the work shift extends past 5 p.m., shall be relieved from their regular duty with pay, when required to serve at least four (4) hours on jury duty or witness in court. Unit members serving less than four (4) hours' jury duty or witness in court in any day shall report to work as assigned.

### **17.8 Military Leave**

A military leave of absence will be granted to a unit member who receives orders to active duty, for a period not to exceed one hundred eighty (180) calendar days including travel time, for purposes of active military training, encampment, naval cruises, special exercises or like activity, excluding inactive duty training, as a member of the United States Military Reserve Corps or force of the Armed Forces of the United States or the California National Guard, or the Naval Militia. A unit member with regular status who has been employed continuously for not less one (1) year immediately prior to the day on which the absence begins and for half-time or more, shall be entitled to receive his/her District salary for the first thirty (30) calendar days of such military leave. Pay for those purposes may not exceed thirty (30) days in any one fiscal year. A copy of the official orders shall be submitted to the Chancellor or designee, at the time of such request and in advance of the approval of the Board.

## **17.9 Examinations**

A unit member shall be permitted to take any personnel examinations given by the District during working hours without deduction of pay or other penalty upon giving two (2) days' notice to his/her immediate supervisor.

## **17.10 General Leaves**

When no other leaves are available, a leave of absence may be granted to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District and the unit member.

**17.10.1** Such leave is limited to regular, non-probationary unit members.

**17.10.2** Such leave shall be granted only upon prior written request to the Chancellor or designee and at the convenience of the District.

**17.10.3** The leave shall not exceed one (1) school year.

**17.10.4** The unit member shall notify the District Office of Human Resources no later than sixty (60) days prior to termination date of the leave of intent to return to employment in the District. Failure to so notify will constitute and be considered an abandonment of the position.

## **17.11 General Provision**

**17.11.1** No absence under any paid leave provisions of this article shall be considered as break in service for any unit member who is in paid status, and all benefits of this Agreement shall continue to accrue under such absence.

**17.11.2** During unpaid leaves of absence, the unit member will not accrue vacation, sick leave, holidays or other leaves, or length of service credit.

**17.11.3** All unit members shall report promptly to work at the time assigned by the supervisor or administrator for each working day. Reporting of an absence shall be made by the employee or designee, in case of emergency, to the supervisor or administrator prior to the normal reporting time as determine by each department. Failure to do so in a timely manner may result in ineligibility for paid leave and may be considered to be an unauthorized leave.

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## **ARTICLE 18 HOLIDAYS**

### **18.1 Regular Holidays**

There are eleven paid regular holidays each year:

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- Lincoln Day
- Washington Day
- Memorial Day
- July 4
- Labor Day
- Veterans Day
- Holiday in lieu of Admission Day (the Wednesday before Thanksgiving)
- Thanksgiving Day
- Christmas Day

When a holiday falls on a Sunday, it shall be observed the following Monday. When a holiday falls on a Saturday, it shall be observed the preceding Friday.

### **18.2 Declared Holidays**

Every day declared by the President or by the Governor of the State as a holiday, or any day declared by the Governing Board of the District under Education Code Section 79021 shall be a paid holiday for unit members.

### **18.3 Special Holidays**

Three (3) special days will be granted:

- The Friday following Thanksgiving
- One (1) day either preceding or following Christmas Day, and December 31

### **18.4 Special Closure Holidays**

Beginning December 2001 and continuing thereafter, special closure holidays will be granted between Christmas Eve day and New Year's Day for any days not otherwise listed in Section 18.3.

Employees who work on a special closure day will receive a substitute day off as well as pay at the rate of time and one half for work requested by the District and actually performed on the special "closure" day.

### **18.5 Floating Holiday**

Each member of the bargaining unit with permanent status shall be entitled to two (2) floating holidays per fiscal year. A unit member who wishes to utilize this annual holiday must inform his/her immediate supervisor at least three (3) days in advance. The holiday will be taken upon mutual consent of the unit member and supervisor.

## **18.6 Eligibility and Payment for Holidays**

### **18.6.1 Full-Time Employees**

shall be entitled to holidays listed in Sections 18.1, 18.2, 18.3, 18.4.

**18.6.1.1** The employee must be in paid status or on an approved vacation day for their assigned work day immediately preceding or succeeding the holiday.

**18.6.1.2** Pay for holidays for all bargaining unit members shall be the same as that which the unit member would have received had he/she been in working status.

**18.6.1.3** Should a holiday occur while a unit member is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall not be deducted from his/her other paid leave of absence.

### **18.6.2 Less than Full-Time Employees**

Unit members whose regular work week assignment is less than full time shall be entitled to the holidays specified hereinabove provided that the unit member is in paid status during the work week in which the holiday falls. Pay for holidays shall be pro-rata, based on the unit member's regular weekly assigned hours as they relate to a full-time work week. Said unit members shall reschedule or take as leave without pay any affected hours at a mutually agreeable time during the same pay period.

### **18.6.3 Employees Assigned for the Academic Year**

Unit members assigned for the academic year shall be paid for the December and January holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

### **18.6.4 Employees with Non-Standard Workweek**

When a unit member works a work week other than Monday through Friday, including Saturday or Sunday, and as a result the unit member loses a holiday to which he/she would otherwise be entitled, the District shall provide a substitute holiday off with regular pay. Such substitute holiday shall be taken either during the week prior to the holiday, or the week following unless otherwise authorized by the Chancellor, President, Vice Chancellor, or designee.

### **18.6.5 Employees Required to Work on Holiday**

When a unit member is required to work on any holiday, the person shall be paid compensation for such work, in addition to the regular pay received for the holiday, and at double the regular rate of pay for the hours worked. No additional day off will be granted when compensation is paid.

## **ARTICLE 19 VACATION**

### **19.1 General Provision**

The District will grant vacation to unit members as set forth in this article.

Unit members with permanent status shall earn annual vacation at the regular rate of pay earned at the time the vacation is commenced. The amount of vacation leave shall depend on the length of service. Any unit member may have a maximum of thirty-one (31) days of earned vacation at any given time.

### **19.2 Vacation—Earned**

#### **19.2.1 Full-Time Employees**

Regular employees scheduled to work (40) hours per week, twelve (12) months per fiscal year shall earn vacation according to the following rate:

<b>Years of Service</b>	<b>Annual Days</b>
5 full years or less	10 (.83 working days per month)
Beginning of 6 <sup>th</sup> year to completion of 8 years	15 (1.25 working days per month)
Beginning of 9 <sup>th</sup> year to completion of 15 years	20 (1.66 working days per month)
More than 15 years	22 (1.83 working days per month)

No unit member employed at the time of ratification shall suffer a loss of vacation accrual in the transition from the former accrual rate to the accrual rate set forth above.

Vacation leave shall continue to be earned during active service and during other authorized leaves with pay.

#### **19.2.2 For Less than Full-Time Employees**

Regular employees scheduled to work less than forty (40) hours per week and/or less than twelve (12) months per full fiscal year shall earn vacation at the same rate as full-time unit members with equal years of service, proportional to the number of hours worked per month and the number of months per school year in relation to a full-time working schedule.

#### **19.2.3 For Probationary Employees**

No vacation credit shall be earned during the first six (6) months of employment. A unit member leaving the District before the end of the initial probationary period will receive no vacation credit payment. At the end of the sixth (6<sup>th</sup>) month, the unit member shall immediately accrue .0384615 vacation hours for each hour worked or on an authorized paid leave during the six (6) month period.

#### **19.2.4 Vacation Credit for Regular Hourly**

Effective July 1, 1984, Regular Hourly unit members shall be entitled to accrue vacation in the same manner as other unit members. This provision shall have prospective effect only. Any Regular Hourly unit member already having two (2) or more years of service as of July 1, 1984, shall be deemed to have two (2) years of service at that time, for the purpose of this provision only.

#### **19.2.5 When Taken**

- 19.2.5.1** Vacation leave shall not be taken before it has been earned and posted. No vacation may be taken until the original probationary period and any extensions thereto have been completed. Vacation may be taken on one-hour increments with supervisorial approval.
- 19.2.5.2** The specific dates on which a permanent unit member takes annual vacation shall be approved by the President, or designee, or Vice Chancellor prior to such dates. Vacations will be scheduled at times agreed upon by the supervisor and unit member.
- 19.2.5.3** If there is a conflict between two (2) or more unit members in the same section who have made a timely request for the same otherwise acceptable vacation dates, the preferred dates will be available on a seniority basis.

#### **19.3 Maximum Earned Vacation Days**

Unit members may have a maximum of thirty-one (31) earned vacation days.

**19.3.1** No vacation will be accrued beyond thirty-one (31) days.

**19.3.2** Employees who are approaching the thirty-one (31) day limit will be notified by the Office of Human Resources and will be expected to schedule vacation.

#### **19.4 Effect of Other Conditions On Vacation**

##### **19.4.1 Holidays Occurring During Vacation**

When a holiday falls during the scheduled vacation of any unit member, such unit member shall be granted an additional day's vacation and pay for each holiday falling within that period.

## **19.4.2 Illness or Injury Occurring During Vacation**

**19.4.2.1** If a unit member with permanent status becomes seriously ill, or is injured, during the scheduled vacation period, he/she may request that the time be deducted from his/her earned sick leave and the vacation period be terminated and rescheduled to a later date or be extended. Such request shall be made to the employee's manager who shall make the decision, and shall be accompanied by a medical statement signed by a licensed physician or medical provider to be submitted prior to the unit member's returning to work, stating the reasons that the unit members was unable to continue the scheduled vacation on the dates indicated.

**19.4.2.2** When a request to terminate a vacation is the result of a recurrence of an industrial accident or illness, the unit member will use any available industrial accident or illness leave.

## **19.4.3 Exhaustion of Sick Leave**

Earned vacation shall be used when a member's sick leave has been exhausted.

## **19.5 Vacation Compensation Upon Separation**

Upon separation from employment, a unit member with permanent status will be paid the vacation leave accrued and not used, at his/her current rate of pay.

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## **ARTICLE 20 SAFE WORKING CONDITIONS**

### **20.1 Definition**

The District shall provide safe working conditions for all unit members as required by law and/or OSHA requirements, continuous monitoring of working conditions and the correction of unsafe working conditions. Unsafe working conditions shall be defined as unreasonable exposure of an employee to conditions which are likely to cause injury.

### **20.2 Safety Practices**

Unit members shall cooperate with management in maintaining good worksite safety practices in all facilities.

### **20.3 Reporting Unsafe Working Conditions**

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy to any person associated with the District.

### **20.4 Correcting Unsafe Conditions**

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

### **20.5 Reporting Assault and Battery**

Unit members shall immediately report cases of assault and battery suffered by them in connection with their employment to their immediate supervisor, who shall be responsible for reporting such incidents to the police.

### **20.6 Non-Discrimination Policy**

No unit member shall be in any way discriminated against for reporting any unsafe or unhealthy working condition.

### **20.7 Uniforms**

Unit members who are required to wear prescribed uniforms by the District shall have them provided at District expense.

**20.7.1** Employees required by the District to wear uniformed safety boots shall be reimbursed by the District for safety boots purchased, not to exceed \$150.00 per fiscal year.

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## **ARTICLE 21 SAVINGS**

### **21.1 Continuation of Agreement**

Both parties to this contract mutually agree that if any provision of this Agreement or any application thereof to any unit member or group of unit members is held to be contrary to a law by a court of competent jurisdiction or by action of the California State Legislature, such provision or application will not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

### **21.2 Negotiating Invalid Sections of Agreement**

In the event of suspension or invalidation of any portion of this Agreement, the parties agree to meet and commence negotiations within seven (7) working days after such determination for the purpose of arriving at a mutually satisfactory replacement for the invalid section.

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## **ARTICLE 22 CONCERTED ACTIVITIES**

The Union agrees not to engage in, authorize, sanction or support any strike or work stoppage or slowdown during the term of this Agreement. The Board of Trustees agrees that unit members shall not be locked out during the term of this Agreement.

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## **ARTICLE 23 PAST PRACTICES**

This Agreement shall supersede any and all existing or prior verbal or written rules, regulations, resolutions, policy statements, customs, practices and alleged past practices of the Board or management in regard to the subject matter of the Agreement that may be contrary or inconsistent with the terms of this Agreement.

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## **ARTICLE 24 COMPLETION OF NEGOTIATIONS**

### **24.1 Changing Agreement Through Written Mutual Consent**

This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

### **24.2 Waiver**

During the term of this Agreement, the District and SEIU Local 1021 expressly waive and relinquish the right to bargain collectively on any matter:

1. whether or not specifically referred to or covered in this Agreement
2. even though not within the knowledge or contemplation of either party at the time of negotiations
3. even though during negotiations the matters were proposed and later withdrawn

### **24.3 Shield Against Demands to Bargain**

This article is intended to be a clear and unmistakable waiver of the right of either party to force the other to negotiate during the term of this Agreement on subjects covered or not covered by this Agreement. Either party may rely on this article as a shield against demands to bargain by the other.

### **24.4 New Agreements or Re-openers**

This article does not preclude bargaining collectively for subsequent, new collective bargaining agreements or re-openers during the terms of this Agreement.

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## **ARTICLE 25 DURATION**

The terms of this Agreement shall be effective upon the ratification/ approval process. This Agreement shall remain in full force and effect up to and including June 30, 2022.

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## APPENDICES

- [APPENDIX A — CLASSIFIED SALARY SCHEDULE](#)
- [APPENDIX B — SEIU WELCOME, INFORMATION AND FORM](#)
- [APPENDIX C — GRIEVANCE PROCESS AND PROCEDURE TRACKING FORM](#)
- [APPENDIX D — CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION](#)
- [APPENDIX E — REQUEST FOR RECLASSIFICATION REVIEW FORM](#)
- [APPENDIX F — ENROLLMENT FEE REIMBURSEMENT FORM](#)
- [APPENDIX G — DOMESTIC PARTNERSHIP AFFIDAVIT](#)
- [3/24/2020 Tentative Agreement Between Chabot-Las Positas Community College District and SEIU Local 1021](#)
- [3/24/2020 Side Letter of Agreement between Chabot-Las Positas Community College District and SEIU Local 1021 – Language for the Transition for Current Probationary Employees](#)
- [4/27/2020 Side Letter of Agreement between Chabot-Las Positas Community College District and SEIU Local 1021 – Impacts of COVID-19 Pandemic](#)

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