

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SAN LUIS OBISPO COUNTY COMMUNITY  
COLLEGE DISTRICT**

**AND**

**CUESTA COLLEGE CLASSIFIED UNITED  
EMPLOYEES AFT, LOCAL 4606**

**JULY 1, 2023 – JUNE 30, 2025**

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## ARTICLE 1 – INTRODUCTION

- 1.1 The provisions contained herein constitute a bilateral and binding agreement by and between the **SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT** (“College,” “District,” or “Employer”) and the **CUESTA COLLEGE CLASSIFIED UNITED EMPLOYEES, AFT LOCAL 4606**, (“Exclusive Representative” or “CCCUE”) an employee organization, and apply to classified bargaining unit members (“employees”).
- 1.2 This Agreement is entered into pursuant to the provisions of the Educational Employment Relations Act, Government Code §§3540 through 3549, inclusive, (Act”).
- 1.3 The District and the Exclusive Representative agree that it is in their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Exclusive Representative will support the terms of this Agreement and will not appear before the Board of Trustees to seek change or improvement in any matters subject to the meet and negotiation process except by mutual agreement.

## ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes CCCUE as the Exclusive Representative of employees whose job titles are listed in Appendix A for placement on the salary schedule. Employees are placed in the appropriate bargaining unit as follows:

Police Unit

Campus Police Officer

Residual Classified Unit

All other classified employee positions listed in Appendix A

- 2.2 New classified positions created by the Employer shall be assigned to the bargaining unit and shall be subject to the terms and conditions of this Agreement unless said positions are designated as management, confidential, or supervisory. Disputes over any position designated as management, confidential, or supervisory shall be submitted to the Public Employment Relations Board (“PERB”).

## ARTICLE 3 - SALARY

### Wage Rates

- 3.1 Classified Salary
  - 3.1.1 The Classified Salary Schedule is attached as Appendix A.
  - 3.1.2 Annual step increases on the salary schedule shall be granted to employees in a manner and at a time consistent with District practice.

## Payday

- 3.2 Payday shall be the last District business day of each calendar month. If a determination is made by the District that a payroll error has resulted in insufficient payment for an employee, the error shall be corrected and a supplemental check issued no later than five workdays after the error has been determined.

## Promotion - Step Placement

- 3.3 An employee who is promoted pursuant to the terms of ARTICLE 9, VACANT POSITIONS AND REASSIGNMENTS, paragraph 9.4.2, shall be placed on the lowest step of the appropriate salary range that results in a salary increase of not less than five percent, except that the employee may be placed on the last step of the appropriate range (maximum Step E) even though the increase is less than five percent. This increase should be implemented based on the employee's permanent base pay. Any interim out-of-class pay should not be considered in this calculation.

## Out-of-Class Pay

- 3.4 An employee who is required to perform duties inconsistent with the duties set forth in the position description for the employee's regular job classification shall receive a salary adjustment in an amount that reasonably reflects the duties required to be performed for the entire period that the out-of-classification duties are performed if the period of time exceeds five workdays. In no event would the rate of pay be less than the employee's current rate of pay.
- 3.4.1 An employee working in an out of class appointment may not exceed 960 hours per fiscal year.
- 3.4.2 The process for an out of class appointment is in Appendix F.

## Longevity Step

- 3.5 An employee's step and range as it appears on the Classified Salary Schedule shall be increased by five percent after the employee has completed 10 consecutive years of employment in a bargaining unit position or positions. In order to qualify for the 10-year longevity step (Step F), the employee must attain an overall annual evaluation rating of "meets requirements" or "exceeds requirements" for the academic year immediately preceding the year in which the increase is granted.
- 3.5.1 The employee's 10-year longevity step shall be increased by five percent after the employee has completed 15 consecutive years of employment in a bargaining unit position or positions. In order to qualify for the 15-year longevity step (Step G), the employee must attain an overall annual evaluation rating of "meets requirements" or "exceeds requirements" for the academic year immediately preceding the year in which the increase is granted.
- 3.5.2 The employee's 15-year longevity step shall be increased by five percent after the employee has completed 20 consecutive years of employment in a bargaining unit position or positions in order to qualify for the 20-year longevity step (Step H), the employee must attain an overall annual evaluation rating of "meets requirements" or "exceeds requirements" for the academic year immediately preceding the year in which the increase is granted.

- 3.5.3 Actions to grant longevity steps shall be effective as of the employee's hire date.
- 3.5.4 If an employee who is receiving a longevity step is promoted, the employee will continue to receive the longevity step based on the employee's step and range in the previous position until the employee completes the trial period in the new classification. At that time, the longevity step will be paid based on the employee's new step/range, retroactive to day one of the trial period.

### Procedure for Reviewing Classified Positions

- 3.6 Upon request by CCCUE in connection with annual salary reopener negotiations, the District shall conduct a salary survey of job classifications on a rotating basis of up to 25% (twenty-five percent) of CCCUE unit members. The rotation is as follows:

2020-2021 Student Services, Technical, Special Programs  
 2021-2022 Clerical/Secretarial, Library  
 2022-2023 Accounting, Instructional Support, Computer Services  
 2023-2024 Maintenance/Operations, Security, Purchasing

The salary survey shall use an analysis of the median salary for similar job classifications from the ten (10) comparison districts referenced in Appendix D ("Comparison Districts"). The salary survey shall be presented to CCCUE during annual salary reopener negotiations under section 19.7. The Salary Survey should be completed no later than April 30 of each survey year. Adjustments based on the salary survey agreed to between the District and CCCUE will be determined during negotiations. Surveys are negotiated the year after they are completed.

- 3.6.1 To ensure the most accurate comparison of Job Descriptions, each position that will be subject to the Salary Survey process in the upcoming year will have a complete review of the Job Description during the bi-annual evaluation process. The review process will include input from both the Supervisor and the employee.

- 3.6.1.1 CCCUE shall designate to the District the rotating job classifications, subject to the 25% (twenty-five percent) unit member maximum described above. The upcoming rotations will always be designated at least two years in advance, to provide time for all job descriptions to be reviewed within the two-year evaluation cycle, and updated as necessary in time for the District to complete the Salary Survey.

- 3.6.1.2 Upon receiving the 25% (twenty-five percent) rotating Job Classifications from CCCUE, the District will be responsible for providing the necessary Salary Survey rotation information to Supervisors and Managers and to ensure that every job description is reviewed during the evaluation process in time for the Salary Survey comparisons to be completed.

### Reclassification

- 3.7 Employee requests for reclassification shall be considered in accordance with the following procedures.

- 3.7.1 Definition



For purposes of this agreement, "reclassification" shall mean the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position. Ed. Code § 88001(f).

### 3.7.2 Requests for Reclassification

Requests to have a position analyzed for possible reclassification may be made by a unit member.

3.7.2.1 A request by a unit member to have a position analyzed shall be made on a Reclassification Request Form and submitted to the unit member's administrator for his/her comments prior to routing the request to Human Resources for review and consideration by the Reclassification Committee. No employee working in the same classification may submit a request for reclassification more than once in any two-year period.

### 3.7.3 Process

#### Employee

3.7.3.1 This will be an annual, collaborative process between the San Luis Obispo County Community College District and the Cuesta College Classified United Employees, Local 4606. To be considered by the committee the employee must comply with the following timelines.

3.7.3.2 The employee will complete the request form and forward it to his/her immediate administrator. The immediate administrator/designee will sign and date the Management Verification Form and return the Form to the employee within 10 days.

3.7.3.3 The employee will deliver the completed Reclassification Request Form and signed Management Verification Form to Human Resources between November 1st and January 31st.

3.7.3.4 The Human Resources Department will forward a copy of the Reclassification Form and Management Verification Form to CCCUE and to the Reclassification Committee no later than February 15th.

3.7.3.5 The Reclassification Committee will complete the review process no later than March 15th.

#### Committee

3.7.3.6 The committee must determine by a minimum 4-2 vote the recommendation or denial of each request for reclassification.

3.7.3.7 If the committee should determine that there are portions of the application that need further explanation, the committee will request interviews with both the employee and the supervisor as necessary. No application will be rejected solely on the basis of the application, and/or the support or lack thereof from the supervisor.

- 3.7.3.8 Should the committee determine that an employee's job duties have increased, but no current job classification exists that reflects those duties, then the committee shall refer the employee's reclassification request to Human Resources for a review. That review shall include comparison of duties to both on-campus and off-campus job descriptions and shall include a salary survey to establish an assigned salary range.
  - 3.7.3.8.1 The results of the review shall be brought back to the committee for final resolution by April 15th.
  - 3.7.3.8.2 The decision of the Reclassification Committee is not subject to appeal.
  - 3.7.3.8.3 The affected employee shall be notified in writing no later than one (1) working day after the Committee's action.
- 3.7.3.9 The Superintendent/President shall submit the committee's recommendation to the Board of Trustees no later than the Board of Trustees' meeting in May.
- 3.7.3.10 Board approved reclassifications shall be retroactive to January 1st of the year in which approval was granted by the Reclassification Committee and the subsequent Board approval.
- 3.7.3.11 The Committee shall have the authority and responsibility to recommend the reclassification of positions. Upon Board approval the incumbent who requested reclassification shall be placed in the reclassified position without further evaluation or application procedures.

3.7.4 **Reclassification Committee Membership**

- 3.7.4.1 The Reclassification Committee shall be comprised of six members. CCCUE shall appoint three bargaining unit employees to the committee and the District shall appoint two management employees and the Superintendent's designee.
- 3.7.4.2 All committee members must be in attendance for the committee to meet.
- 3.7.4.3 In the event of an emergency or conflict of interest, an alternate may take the place of a committee member.
- 3.7.4.4 CCCUE and the District shall appoint their respective members no later than October 1st of each year.

- 3.7.5 Nothing shall prevent the District from establishing new or reclassifying current positions at times other than scheduled above, as a result of operational demands.

Professional Growth Program

- 3.8 The professional growth program encourages classified personnel to develop increased competence in the performance of assigned job duties, to broaden skills required for promotional opportunities, or to plan for career advancement and thereby benefit the District.

- 3.8.1 An employee shall be eligible to earn a 2.5 percent professional growth salary enhancement on the employee's step and range upon completion of 12 units of approved work. No units approved and completed prior to July 1, 1997 shall be eligible for the professional growth enhancement.
- 3.8.1.1 No more than two enhancements may be earned in a fiscal year. An employee is limited to a total of six, 2.5 percent professional growth salary enhancements, in the employee's current classification.
- 3.8.1.2 Professional growth units may be earned as approved college credit units (one unit per semester unit completed with a grade of "C" or better) or as approved work or training on the basis of one unit per 18 hours of completed and verified course work in a workshop, seminar, or other instructional setting.
- 3.8.1.3 All professional growth units shall be taken at a time outside of the employee's regular scheduled work days and work hours. In exceptional circumstances, and subject to manager approval, an employee may be allowed to utilize a flexible work schedule, vacation time, or compensatory time off in order to attend a course, workshop, or seminar that is scheduled during the employee's regular work hours.
- 3.8.1.4 When the District pays for all or any part of the costs or fees of a course, workshop, or seminar, the employee shall not earn credit for professional growth units, regardless of whether the employee attended on work time or on personal time.
- 3.8.2 Each application for approval of a course, seminar, or workshop that would result in credit towards a professional growth salary enhancement will be considered on an individual basis by the employee's immediate supervisor in conjunction with the area Assistant Superintendent/Vice President.
- 3.8.2.1 The application shall be made prior to the employee enrolling in the course, seminar, or workshop. Courses that are suitable for professional growth must be related to the employee's current position or be appropriate for a declared career goal/educational plan. A career development program may include both types of courses.
- 3.8.2.2 An application form (Appendix F, page 1 & 2) must be completed in its entirety and submitted to the immediate Supervisor AND signed by the Assistant Superintendent/Vice President of the Division/Department of the employee requesting Professional Growth.
- 3.8.2.3 In some circumstances, a justification may be requested explaining how the courses are relevant to advancement in their current position or their desired position with the district and included as an addendum to the application.
- 3.8.2.4 The application shall include both the Signature Approval (Appendix F, Page 1) and either a completed Educational Plan (Appendix F, page 2) identifying the individual coursework, seminar or workshop OR a Cuesta College (or comparable) Student Education Plan (SEP) identifying the planned coursework/degree path. Both types of Educational Plans must either be completed on the attached form in Appendix F, Page 2 or attached to this

completed form so that a signature can verify the Educational Goal and pathway. The completed application must include both pages with signatures and copies should be made and kept by the employee and given to Human Resources for documentation in the employee file.

- 3.8.2.5 Once the application has been made and approved in conjunction with both the immediate Supervisor and the Assistant Superintendent/Vice President of the Division/Department, the employee will be notified that the paperwork has been approved and signed off. It is understood that it is incumbent on the employee to follow through on this process and ensure the application is submitted to Human Resources and placed in the employee's file.
- 3.8.3 Professional growth courses are defined as job-related courses which are useful in the current position or are undertaken to acquire new or more advanced skills or knowledge beyond the skills or knowledge expected for entrance into the current position.
- 3.8.4 Career-development courses are undertaken to meet educational requirements for another position within the District or planned within the District. Application for approval of career-development courses shall include a written educational plan of study that outlines the employee's stated career goal or position objective and the educational plan for achievement of the goal or objective.
- 3.8.5 Consideration may be given to special courses at the request of an employee who works in a job category for which related courses, workshops, and seminars are not usually available.
- 3.8.6 With regard to an employee who is employed as a Campus Police Officer, professional growth shall be limited to the attainment of a Police Officer Standards and Training ("POST") Intermediate Certificate, POST Advanced Certificate, or Emergency Medical Technician ("EMT") Certificate. Holding the POST Intermediate Certificate entitles an employee to a five percent salary enhancement on the employee's step and range placement. Holding the POST Advanced Certificate entitles an employee to an additional five percent salary enhancement on the employee's step and range placement. Possession of an EMT Certificate entitles an employee to a five percent salary enhancement on the employee's step and range placement. The provisions of paragraphs 3.7 through 3.7.2.1 do not apply to Campus Police Officers.

### Parking Fee

- 3.9 All employees who park on campus shall pay a parking fee of \$30 per year, paid in installments of \$15 per semester. Employees are responsible for purchasing their own permit through the electronic portal.

### Mileage Reimbursement

- 3.10 An employee who uses the employee's personal vehicle for authorized travel shall be reimbursed at the Internal Revenue Service rate. For purposes of eligibility for mileage reimbursement, each employee shall be assigned to a principal campus/center (e.g., Cuesta College San Luis Obispo Campus, Cuesta College North County Campus).
  - 3.10.1 When an employee's job includes a split assignment, intra-district mileage shall be paid for travel between the work sites.

- 3.10.2 When an employee has a dual assignment as a result of application of paragraph 9.4, mileage shall be paid for miles driven to the second work site. Payment made pursuant to this paragraph is for miles in excess of the mileage traveled to and from the principal campus/center from the employee's home at the time the assignment was made. This payment shall be made for a maximum period of 24 months.

### Meeting and Conference Expense Reimbursement

- 3.11 An employee who is required to travel on District-related business in order to attend a District-authorized meeting or conference shall be reimbursed for travel and related expenses. All travel hours are considered hours of work and will be paid as if the employee were at their normal work place. Any conference or travel hours that exceed a normal eight (8) hour work day will be paid at the overtime rate consistent with the salary schedule. Reimbursement shall be provided consistent with adopted District procedures and regulations.

- 3.11.1 Reimbursement for meals shall be at a maximum reimbursement of \$51 per day if you are traveling for the whole day. In order to receive reimbursement, receipts are required. All meals must be purchased during acknowledged conference time and travel time.

For fractional day of time, reimbursement is as follows:

Trip begins at or before 6:00am and ends at or after 9:00am – Breakfast may be claimed up to \$11.

Trip begins at or before 11:00am and ends at or before 2:00pm – Lunch may be claimed up to \$12.

Trip begins at or before 4:00pm and ends at or after 7:00pm – Dinner may be claimed up to \$23.

For Incidental Purchases, a \$5 per day allowance is provided.

- 3.11.2 Reimbursement for appropriate lodging shall be made when the meeting or conference is more than 80 miles from the assigned primary campus at Cuesta College.
- 3.11.3 The District will reimburse the actual cost of authorized air or rail transportation, vehicle rental, and/or telephone charges for District business.

### Bi-Lingual Stipend

- 3.12 An employee may be compensated with a monthly stipend of 5% for providing bi-lingual support to the district based on dual criteria: (1) the position directly interfaces with students and/or public, and (2) the department experiences a high demand for the identified language skills (oral and/or written).
- 3.12.1 In order to qualify, an employee in a new position must have been hired under a position description or position announcement that identified bi-lingual abilities as required, preferred or desirable.
- 3.12.2 An employee in an existing position, who was not hired under a position description or

position announcement that identified bi-lingual abilities as required, preferred or desirable could receive the stipend upon recommendation of the Supervisor and approval of Cabinet based on the dual criteria as outlined.

- 3.12.3 In all cases, employees receiving a bi-lingual stipend must demonstrate language proficiency as determined by the Human Resources Office.
- 3.12.4 An individual who receives a bi-lingual stipend is expected to (1) use bi-lingual skills when communicating orally and/or in writing with students and/or public for their department, and (2) provide district communication and translation skills when requested, as can reasonably be performed with consideration to department workload.

## ARTICLE 4 - HEALTH AND WELFARE BENEFITS

- 4.1 Effective July 1, 2017, every employee who is eligible to receive a District contribution for the health and welfare benefits program is required to enroll in medical insurance. However, medical insurance shall not be mandatory for a unit member who has coverage elsewhere and who signs a waiver to that effect. Verification of coverage will be required.
  - 4.1.1 The District agrees to contribute a monthly dollar amount toward the cost of the total health and welfare benefits program for each full-time employee and eligible dependents as follows:
    - 4.1.1.1 For employees carrying employee only coverage, \$742.00 per month.
    - 4.1.1.2 For employees carrying employee + 1 coverage, \$790.00 per month.
    - 4.1.1.3 For employees carrying employee + family coverage, \$913.00 per month.
  - 4.1.2 A part-time employee who is employed for less than 50 percent of the assigned time of a full-time employee is not eligible to participate in or to receive a District contribution toward the health and welfare benefits program.
  - 4.1.3 A part-time employee who is employed and assigned to work from 50 percent to 74 percent of the assigned time of a full-time employee is eligible to participate in the District's health and welfare benefits program and to receive a pro-rated District's contribution to a full-time employee.
  - 4.1.4 A part-time employee who is assigned to work 75 percent or more of the assigned time of a full-time employee is eligible to participate in the District's health and welfare benefits program and to receive the same District contribution to a full-time employee.
  - 4.1.5 Any employee who decides to "opt" out of the medical insurance portion of their benefits will still receive \$225.00 as a Benefit Fringe contribution which will be available to them to purchase dental, vision, HSA, TSA, life, or disability insurance. If an employee chooses not to participate in any of these policies, any remaining portion of the \$225.00 not spent will be forfeited by the employee and refunded to the classified staff per their request. This option is subject to the employee signing an informed consent that they have alternative health coverage, providing proof of that coverage, and with the District's health care provider's consent.

- 4.1.6 All employees:  
(A) Hired prior to April 1, 2006 (including subsequent promotions if such employee was hired prior to April 1, 2006 and has not had a break in continuous service on or after April 1, 2006),  
(B) who are enrolled, as of April 1, 2006, in employee only coverage,  
(C) who have not received at any time on or after April 1, 2006, the benefits for employee +1 coverage or employee + family coverage, and  
(D) who have an excess sum available after receiving the District's benefit contribution and enrolling in required coverage, shall receive as income or specify any program of insurance for the distribution of the excess between \$529.92 per month and the actual monthly cost of employee only medical coverage. \$529.92 is a fixed sum for purposes of this provision, and is not subject to escalation, regardless of any potential future increase to employee only fringe benefits. Any additional difference above \$529.92 and the employee only fringe benefit allowance shall revert to the District and such excess shall not be distributed to, or income of, such employee.
- 4.1.7 All employees:  
(A) hired prior to April 1, 2006 (including subsequent promotions if such employee was hired prior to April 1, 2006 and has not had a break in continuous service on or after April 1, 2006),  
(B) who are enrolled, at any time on or after April 1, 2006, in employee only coverage,  
(C) who have received (but are not currently receiving) at any time on or after April 1, 2006, the benefits for employee +1 coverage or employee + family coverage, and  
(D) who have an excess sum available after receiving the District's benefit contribution and enrolling in required coverage, shall receive as income or specify any program of insurance for the distribution of the excess between \$529.92 per month and the actual monthly cost of employee only medical coverage. \$529.92 is a fixed sum for purposes of this provision, and is not subject to escalation, regardless of any potential future increase to employee only fringe benefits. Any additional difference above \$529.92 and the employee only fringe benefit allowance shall revert to the District and such excess shall not be distributed to, or income of, such employee.
- 4.1.8 All employees:  
(A) hired prior to April 1, 2006 (including subsequent promotions if such employee was hired prior to April 1, 2006 and has not had a break in continuous service on or after April 1,2006),  
(B) who are presently enrolled, at any time on or after April 1, 2006, in employee + coverage or employee + family coverage, and  
(C) who have an excess sum available after receiving the District's benefit contribution and enrolling in required coverage, are not eligible to receive as income or specify any program of insurance for the distribution of the excess District contribution, and such excess District contribution shall not be distributed to, or income of, such employee.
- 4.1.9 All employees:  
(A) hired, or rehired, on or after April 1, 2006, and  
(B) who have an excess sum available after receiving the District's benefit contribution and enrolling in any type of require coverage, are not eligible to receive as income or specify any program of insurance for the distribution of the excess District contribution, and such excess District contribution shall not be distributed to, or income of, such employee.
- 4.1.10 An employee whose monthly cost for health and welfare benefits coverages exceeds the District's contribution is required to pay the additional cost by payroll deduction.

- 4.1.11 If an employee's spouse or registered domestic partner is also an employee of the District and eligible to receive a District contribution for the health and welfare benefits program ("eligible co-employee"), and the employee carries medical coverage through a District offered medical plan which includes coverage for both the employee and the eligible co-employee, then the eligible co-employee (who is covered on the employee's medical coverage) may designate for the District to apply the eligible co-employee's benefit allowance under Article 4 towards the health coverage costs incurred in insuring the employee and eligible co-employee. For clarity, such coverage by the employee and the eligible co-employee shall be subject to all terms in Article 4.1). Unless the District, CCCUE, the employee, and the eligible co-employee mutually agree otherwise in writing, for purposes of tracking application of fringe benefit allowance, the employee carrying the qualifying medical coverage for the employee and eligible co-employee shall first have 100% of his/her benefit allowance applied to the total costs of coverage, and then the eligible co-employee's fringe benefit allowance shall be applied (as an allocation of the eligible co-employee and not a transfer of the fringe benefit allowance to the employee carrying coverage) up to the maximum total allowance. In the event that the monthly cost for health and welfare benefits coverages exceeds the District's contribution, the employee and eligible co-employee shall equally pay such additional cost by payroll deduction. In the event that there is any excess above the actual cost of insurance coverage, such excess shall revert to the District and such excess shall not be distributed to, or income of, such employees.

## ARTICLE 5 - HOURS

### Workday

- 5.1 The workday for all employees shall be established and fixed by the District. The regular assigned workday shall be eight hours per day, exclusive of an unpaid lunch period but inclusive of any rest periods prescribed by the District, for five days per workweek for a full-time employee. The District may establish other full-time workday designations within a 40-hour workweek. An employee shall receive written notification of his or her assigned workday upon initial employment and upon any permanent modification of the workday.
- 5.1.1 The hours of an employee's assigned workday may be modified on a permanent basis to meet the service needs of the District upon 30 days' written notice to the employee. A copy of the notice to the employee shall be provided to the Exclusive Representative. The employee, or the Exclusive Representative on behalf of the employee, may appeal the modification to the appropriate Vice President.
- 5.1.2 When an employee is assigned to work at more than one campus, center, or site during the same workday, travel from the first location to the second shall be on paid time.

### Workweek

- 5.2 The regular assigned workweek for a full-time employee shall be 40 hours normally consisting of five consecutive days, Monday through Friday, for all employees rendering service averaging four or more hours per day during the workweek.
- 5.2.1 An employee's regular workweek may be extended or modified on an irregular or



temporary basis to meet the service needs of the District. This extended or modified work schedule may be requested by the employee, or the supervisor in consultation with the employee, upon at least five workday's notice unless there are extenuating circumstances requiring a minimum two-day notice, of a change of schedule made under this provision. The person initiating the request shall receive a response within five (5) days. Hours worked in excess of eight (8) hours per day will be compensated at the employee's regular rate for no more than ten (10) hours per day until forty (40) hours per week have been exceeded. This waiver of overtime hours relates only to those employees participating in a modified work schedule.

- 5.2.2 An employee's regular workweek may be modified on a permanent basis to meet the service needs of the District upon 30 days' written notice to the employee. A copy of the notice to the employee shall be provided to the Exclusive Representative. The employee, or the Exclusive Representative on behalf of the employee, may appeal the modification to the appropriate Vice President. A modified work schedule may be requested by the employee or the supervisor. The person initiating the request shall receive a response within five days.
- 5.2.3 An employee's regular workweek may be modified to add work on a Saturday or Sunday (or both) with the employee's written consent as provided by Education Code §88010.5.
- 5.2.4 The District may implement a 4/10 work schedule in the summer months. The District agrees to confer with CCCUE the impact on individual unit members who are adversely affected by the schedule change.

### Rest Periods

- 5.3 An employee who is assigned to work four consecutive hours or more shall have one scheduled 15-minute rest period for each four consecutive hours of paid service. Rest periods not taken shall not be cumulative and normally may not be scheduled contiguous with the lunch period or the beginning or end of the employee's workday.

### Lunch Period

- 5.4 An employee who is assigned to work five consecutive hours or more per day shall have an uncompensated lunch period of at least 30 minutes' duration each workday. The lunch period shall normally be taken about the mid-point of the employee's workday and scheduled by the supervisor in consultation with the employee based on the needs of the department.
  - 5.4.1 For those employees operating in the role of Campus Police Officer, Senior Police Officer, and Police Dispatcher, meal periods shall count as time worked.

### Overtime and Extended Hour Service

- 5.5 Overtime is approved time worked in excess of 40 hours in a workweek or more than eight hours in a workday. The overtime rate shall be time and one-half the regular rate of pay. The positions of Campus Police Officer, Theater Technician, and Technical Director/Theater are excluded from the overtime pay requirement based on eight hours per day pursuant to the provisions of Education Code §88026.

- 5.5.1 Overtime and extended hour service must have prior approval of the immediate supervisor.
- 5.5.2 Nothing contained herein shall be construed to limit the District's right to require overtime or extended hour service of an employee. However, an employee may not be required to perform an overtime assignment that is offered on a compensatory time off only basis. Overtime assignments shall be made based on justifiable, operational reasons.
- 5.5.3 An employee whose regular assigned workday is four hours or more per day, five days per week, shall be compensated at the overtime rate for any work required to be performed on the sixth and seventh day following commencement of the workweek.
- 5.5.4 An employee whose regular assigned workday is less than four hours per day shall be compensated at the overtime rate for any work required to be performed on the seventh day following the commencement of the employee's workweek.

### Compensatory Time Off

- 5.6 An employee who has earned overtime may elect to receive compensatory time off ("CTO") in lieu of pay for the overtime worked up to a maximum of 240 hours (480 hours for Campus Police Officers). Compensatory time off shall be granted at the overtime rate.
  - 5.6.1 The CTO must be taken at a time mutually agreed to by the employee and the District by August 15 of the succeeding fiscal year in which the comp time was earned and without impairing the services rendered by the employing District.
    - 5.6.1.1 An employee who intends to use CTO shall submit a request in writing to the immediate supervisor at least one week in advance of the day or days on which the CTO is intended to be taken.
    - 5.6.1.2 The supervisor and unit member will make all efforts to use comp time by August 15 of the succeeding fiscal year that the time is earned. Unit members should use compensatory time first prior to using vacation leave. Any remaining comp time will be paid out in the August payroll and/or advance arrangements made on a case-by-case basis to use comp time at a later date.

### Shift Differentials

- 5.7 An employee whose regular assigned workday includes four or more hours of work beyond 5 p.m. shall receive differential pay of five percent of the employee's regular pay rate for all hours worked. An employee whose regular assigned workday includes four or more hours of work beyond 9 p.m. shall receive differential pay of seven and one-half percent of the employee's regular pay rate for all hours worked. An employee whose regular assigned workday includes four or more hours of work between midnight and 8 a.m. shall receive differential pay of 10 percent of the employee's regular pay rate for all hours worked. An employee who receives a differential shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

## Split Shift Differential

- 5.8 Employees whose regular assigned shift contains one or more periods of unpaid time whose total exceeds one hour shall be paid a shift differential premium of two and one-half percent above the regular rate of pay for all hours worked.

## Call In & On-Call Time

- 5.9 If an employee is called in to work on a day that the employee is not regularly scheduled to work, and the employee travels to the work site, the employee shall receive compensation for the actual time worked, or for two hours of work, whichever is greater, at the appropriate rate of pay. This is a voluntary provision; therefore, the employee is under no requirement to return to work or to accept the call in.
- 5.9.1 If an employee responds to a call or resolves the problem over the telephone or on-line, the employee shall be compensated for the actual time worked, or for one hour of work, whichever is greater, at the appropriate rate of pay.

## On-Call Time

- 5.10 If an employee is required by the employee's manager to be in on-call status, the employee shall be paid for one hour of work at the overtime rate for each four hours of on-call status. If an on-call employee is called in, the employee shall be compensated as provided by article 5.0 in lieu of on-call pay. If an on-call employee responds to a call and resolves the problem over the telephone or on-line, the employee shall be compensated for the actual time worked, or for one hour of work, whichever is greater, at the appropriate rate of pay.
- 5.10.1 The employee shall be released to leave the work place immediately following completion of the assignment for which the employee was called in.

## Call Back

- 5.11 If an employee is called back to work (i.e., is required to return to the work place after having been released from the regular work schedule for the workday), the employee shall receive compensation for the actual time worked, or for two hours of work, whichever is greater, at the appropriate rate of pay. Travel time for the employee will be provided for the round trip. An employee who is not within the County at the time of the Call-Back will need to inform their supervisor at the time of call back if they are requesting additional mileage because of their current location. The employee shall be released to leave the work place immediately following completion of the assignment for which the employee was required to report back to work a second time on the same workday. This is a voluntary provision; therefore, the employee is under no requirement to return to work or to accept the call back.

## Early Reporting

- 5.12 If an employee is required to report to work prior to the beginning of the employee's regular work shift for that workday, and the work assignment continues directly into the employee's regular work shift for that workday, the employee shall receive compensation for the actual time worked at the appropriate rate of pay. If the employee is required to report to work two or more hours before the employee's regular starting time, the employee shall receive compensation for the actual time worked, or for four hours of work, whichever is greater, at the appropriate rate of pay.

## New Appointment or Change in Assignment Notice

- 5.13 Upon initial employment and any subsequent change of status, each employee shall be furnished with a New Appointment or Change in Status Notice by the District. The notice shall specify the employee's classification description, the assigned work location, hours per day, days per week, and months per year, and the regular monthly salary range for the position classification.

## Unscheduled Occurrences

- 5.14 Unit members may be asked to travel to a different site due to an unscheduled occurrence or a special situation. This type of occurrence could include a campus/center closure due to emergency OR a department urgency. Department urgency is at the discretion of the department Supervisor or department Administrator.

If a campus/center is closed as a result of a declared emergency, affected employees shall be released from duty at the time of the closure. Affected employees shall be compensated for the day or days of closure as if there had been no closure.

- 5.14.1 If the closure is announced prior to the beginning of an employee's regular workday and the employee is called in to work, the employee shall receive compensation in addition to regular pay for the workday for the actual time worked, or for four hours of work, whichever is greater.
- 5.14.2 If the closure is implemented following the beginning of an employee's regular workday and the employee is requested to remain at work, the employee shall receive compensation as provided by paragraph 5.13.1.
- 5.14.3 An employee may opt to leave campus at any time if the employee's family or personal property is in danger.
- 5.14.4 Compensation for all time worked following a campus/center closure shall be at one and one-half times the employee's hourly rate of pay for all hours worked up to eight hours and two times the employee's hourly rate of pay for all hours worked beyond eight hours.

## Remote Work/Telecommuting

- 5.15 Remote Work/Telecommuting is a flexible work arrangement that allows an employee to work at a remote site for part or all of their regular work schedule. Telecommuting is intended to create flexible conditions that allow an employee to complete their work effectively. Telecommuting agreements should serve the needs of both the college department and individual employees.

Remote work/telecommuting requests will be evaluated primarily on the job description. Consideration will be given to department scheduling. Managers have the final determination of whether or not an employee is eligible for remote work/telecommuting. All requests and responses shall be in writing and include justification.

- 5.15.1 Employees approved for remote work/telecommuting must request leaves of absences in accordance with Article 6. Telecommuting cannot be used in place of any type of leave.

- 5.15.2 Remote work/telecommuting does not alter the duties, responsibilities, or conditions of the employee's employment with the District.
  - 5.15.3 Remote work/telecommuting is not intended to be a substitute for dependent care of other personal obligations.
  - 5.15.4 The remote worksite must be free of distraction and have reliable internet access.
- 5.16 Telecommuting is an option and voluntary schedule; therefore, the District will not pay for the maintenance and repair of privately-owned equipment or furniture; utility costs associated with the use of the computer or occupancy of the residence; equipment or supplies (these may be requested and requisitioned through the employee's department); travel expenses associated with commuting to the campus; installation or use of phone lines; internet service, WIFI, or additional data lines. The District will not transport equipment, install equipment, or set up a computer in the employee's remote working location.

Prior to signing a telecommuting agreement, the employee and manager must work through the guidelines listed on the telecommuting agreement (Appendix H). This agreement is required to be on file in Human Resources and must be signed by the employee, manager, and Cabinet level administrator, with a signed copy provided to the employee. Telecommuting agreements must be submitted each fiscal year.

### Campus Police Officer Workweek Provisions

- 5.17 The workweek for each Officer shall consist of 40 hours. The workday for each Officer shall be scheduled as determined by the District. Each Officer shall be scheduled to work on a designated shift with a regular starting and ending time. Except in an emergency, an Officer's schedule shall not be changed without three days' prior notice.
- 5.17.1 When an Officer is subpoenaed and appears in court on behalf of the District on any day that the Officer is not otherwise on duty, the Officer shall receive appearance time pay for four hours (or the actual appearance time, whichever is greater) at the appropriate rate of pay.
  - 5.17.2 When an Officer is subpoenaed to appear in court on behalf of the District on any day that the Officer is not otherwise on duty and is placed on "stand-by (on-call)" status for the appearance by an authorized official of the court, the Officer shall receive stand-by (on call) pay for the hours at the officer's regular (non-overtime) rate of pay, to a maximum of eight hours for the day. If the Officer appears in court, compensation for the day shall be calculated based on actual appearance time (minimum four hours) and stand-by (on-call) time, up to a total of eight hours for the day.
  - 5.17.3 When an Officer is assigned to firearms qualification on off-duty time, the Officer shall be compensated for two hours of work at the appropriate rate of pay.
  - 5.17.4 Shift and principal campus/center assignments may be rotated as determined by the District. The District will inform the affected Officer and CCCUE of any designated shift or rotation of assigned schedule. When an Officer is rotated to a different campus/center, the Officer shall be paid for miles driven to the new work site that are in excess of the mileage traveled to the prior work site from the Officer's home at the time that the rotation was implemented.

- 5.17.5 The provisions of paragraphs 5.2, 5.8, and 5.13 inclusive, of this Agreement do not apply to an employee who is employed as a Campus Police Officer.

## ARTICLE 6 - LEAVES

### General Provisions

- 6.1 An employee who is on a paid leave of absence, unless otherwise provided herein, shall receive wages, fringe benefit contributions, and accrual of seniority as if the employee was on regular duty status. An employee who is granted an unpaid leave during any pay period shall receive their fringe benefit contribution for the balance of the monthly pay period. Thereafter, an employee who elects to continue the Health and Welfare benefits beyond the period of the District's contributions may do so provided that the terms of the insurance plan or program allow the practice and the employee makes payments directly to the District on a schedule established by the District.
- 6.2 A part-time employee shall be entitled to leaves of absence in the ratio of the employee's regular assigned time to an eight-hours-per-day, five-days-per-week, 12-month employee.
- 6.3 An employee who is absent from work other than for those periods as authorized by the leave provisions of this Agreement is taking an unauthorized absence in violation of this Agreement. The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service for any such unauthorized absences. Any employee who is absent from work without authorized leave, or who fails to return to work as scheduled, shall be subject to disciplinary action.

### Sick Leave

- 6.4 An employee shall be entitled to utilize sick leave for illness or injury. A 12-month employee shall be entitled to 12 days leave of absence with pay for personal injury or illness for each complete fiscal year of service. Sick leave earned but not taken is cumulative from year to year.
- 6.4.1 An employee shall not be eligible to take more than six days or the proportionate amount to which the employee may be entitled until the first day of the calendar month immediately succeeding completion of six months of employment.
- 6.4.2 The District may require a statement from the employee's physician verifying that the absence is due to illness or injury. Unless the employee has been absent for three or more days, the verification will be at the District's expense.
- 6.4.3 Female employees shall be entitled to utilize sick leave for the period of time required to be absent due to pregnancy or childbirth. The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor. A statement from the employee's doctor as to the beginning date of the leave shall be filed with the Employer. The date of the employee's return to service shall be based upon her doctor's analysis.
- 6.4.4 An employee may transfer sick leave earned as a classified employee of another community college district, school district, or county superintendent of schools pursuant to the provisions of Education Code § 88202.
- 6.4.5 Extended Leave

After all earned sick leave at full pay as provided herein has been used, and additional absence due to illness or injury is necessary, the employee shall use accumulated compensatory time, vacation, or other available paid leave. Once all leave at full pay has been exhausted, additional absence due to illness or injury is necessary, the employee shall receive the regular rate of pay less the amount actually paid to a substitute employee.

6.4.5.1 A maximum of five months shall be provided for this purpose. The five-month period is inclusive of the employee's current year entitlement to sick leave as well as the employee's accrued sick leave.

6.4.5.2 The five-month period is not cumulative and only one entitlement may be utilized within the school year. In the event that the employee's illness continues into the following school year, the employee may utilize only the number of days which, when added to the days utilized in the prior school year, totals five months.

6.4.5.3 As referenced in 6.4.5, once all leave at full pay has been exhausted, and additional absence due to illness or injury is necessary, the employee shall receive the regular rate of pay less the amount actually paid to a substitute employee.

6.4.6 Subject to the approval of the District, employees shall be granted sick leave in the event of the serious illness of a parent, child, or spouse as provided by Labor Code § 233. Such time will be deducted from the employee's regular sick leave allowance.\

## Personal Leave

6.5 Up to seven days (or hour equivalent) of the leave earned pursuant to paragraph 6.4 may be utilized by an employee in case of personal leave, for the following reasons:

6.5.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided for bereavement leave.

6.5.2 Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.

6.5.3 Appearance in court or before an administrative tribunal as a litigant, party, or witness, other than cases against the District, under subpoena or any order made with jurisdiction, except that personal necessity leave shall not be provided for employee organization related activities.

6.5.4 Adoption of a child or childcare immediately following adoption.

6.5.5 Personal leave that the employee cannot be expected to disregard and that cannot be accommodated at a time other than during the employee's regular assigned hours of work, subject to the approval of the immediate supervisor.

6.5.6 Days of absence provided in paragraph 6.7, inclusive, shall not be cumulative.

## Parental Leave

- 6.7 In the event an employee desires an unpaid leave of absence for preparation for the birth of a child, adoption of a child, or for continued child care after birth or adoption, the employee may apply for the leave by submitting a written request to the Employer. Such leave shall be granted at the discretion of the Employer and shall be considered as unrelated to any possible disability of the employee. The time allowed for the leave shall be based upon the needs of the Employer. In determining such needs, consideration may be given to such aspects as time of the school year, the availability of qualified substitute personnel, the specialized requirements of the individual students, and the Employer's program in general.

## Family Care and Medical Leave

- 6.8 An employee shall be eligible for Family Medical Leave Act benefits pursuant to State and Federal law. In order to be granted leave benefits pursuant to this paragraph, the employee must have been employed by the District for one calendar year and must have served in at least 60 percent of a regular full-time assignment.
- 6.8.1 The reason for the leave itself must satisfy the statutory requirements. In addition, the leave may be utilized to care for an employee's child, spouse, or parent as provided by the statute. Leave benefits that are granted pursuant to this paragraph run concurrent with other sick leave benefits.
- 6.8.2 In cases of financial hardship, a qualifying employee may request that the District extend the District's contributions set forth in ARTICLE 4, HEALTH AND WELFARE BENEFITS, paragraph 4.1, for up to 12 weeks following exhaustion of the employee's extended sick leave.
- 6.8.3 A rolling twelve-month calendar, commencing on the first date that family leave is taken and counting backward from that date, is used to calculate eligible leave under the Family and Medical Leave Act/California Family Rights Act.

## Baby Bonding Leave

- 6.9 Paid Parental Leave/Baby-Bonding Leave. Employees may choose to take up to twelve (12) workweeks of leave under the California Family Rights Act ("CFRA") and provisions of the Education Code (45196.1) for the birth of the employee's child, or placement of a child with the employee in connection with adoption or foster care of the child (referred to as baby-bonding leave).
- 6.9.1 The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave. Upon exhaustion of all accrued leave, Baby Bonding leave will be paid at 50% of the employee's regular pay.
- 6.9.2 The twelve (12) workweeks of Baby Bonding leave must be used within twelve (12) months of the child's birth or placement of the child for adoption/foster care. Paid Parental Leave runs concurrently with unpaid leave under CFRA and FMLA for a total of twelve (12) workweeks during any twelve (12) month period. A unit member is entitled to one (1) twelve (12) workweek period of parental leave per fiscal year.



- 6.9.3 An employee does not have to meet the 1,250 hours of service in the prior twelve (12) months with the District to be eligible for Paid Parental leave. However, the employee must have worked for the District during the twelve (12) months prior to taking Paid Parental leave.

## Catastrophic Leave

### 6.10 Definitions:

- 6.10.1 The term “catastrophic illness or injury” shall be defined as set forth in Education Code § 87045(a)(1), which states: “Catastrophic ‘illness’ or ‘injury’ means an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.”
- 6.10.2 The definition of “a member of the employee’s family” follows the definition of a “member of the immediate family” found in Appendix C. Please see Article 16.13.1 for required documentation when requesting catastrophic leave for a qualifying family member.
- 6.10.3 The Catastrophic Leave Bank (Bank) is the depository for employee donated leave credits.
- 6.10.4 Eligible leave credits mean vacation leave, sick leave, personal floating holiday unused and accrued by the donating employee.

### 6.11 General Provisions:

- 6.11.1 The intent of this Article is to assist classified employees with a serious health problem, catastrophic illness or injury, who have exhausted their sick leave and other fully paid leaves. The catastrophic leave program consists of two separate components; individual and the Catastrophic Leave Bank.
- 6.11.2 It is expressly understood that participation in the catastrophic leave program is voluntary and shall require the written authorization of the employee. Employees voluntarily participating in this program shall hold the District and CCCUE harmless for any and all disputes arising out of this provision. Participation in the voluntary catastrophic leave program is not subject to the Grievance Procedure in this Agreement or District policy.
- 6.11.3 Catastrophic leave may be available to an employee as set forth herein pursuant to the provisions of Education Code §87045. Catastrophic leave shall consist of the amount of leave that is donated to the affected employee either from the individual donation process or the Catastrophic Leave Bank.
- 6.11.4 The employee may augment extended leave (see 6.4.5), not to exceed 100 percent of an individual’s assignment, with catastrophic leave (Education Code §88195).

- 6.11.5 Sick leave, vacation leave, and Floating Holiday leave are eligible to be donated. Hours donated to specific individuals shall be credited to the employee(s) as needed. Remaining donated hours will be transferred to the Catastrophic Leave Bank. All transfers of eligible leave hours shall be irrevocable. A Human Resources Specialist and a CCCUE representative will be responsible for maintaining and tracking donated and used hours on both an individual basis as well as the Catastrophic Leave Bank.
- 6.11.6 Human Resources will annually distribute a request to donate to the Catastrophic Leave Bank during the month of May. The donation period shall consist of no less than 30 calendar days. CCCUE reserves the right to send out reminders during this period. Donations given in May for the bank are deposited into the bank for the next fiscal year (i.e.: 7/1/17 – 6/30/18) to be available for use during that next fiscal year. Any amount that is not used in that year will be carried forward into the next fiscal year. The Catastrophic Leave Bank shall maintain a minimum balance of \$3000. A request for donations to the Catastrophic Leave Bank will be distributed in the event of an employee granted Catastrophic Leave did not receive enough donations during the individual request OR the total hours of the Catastrophic Leave Bank fall below the minimum balance of \$3000.
- 6.11.7 The Catastrophic Leave Committee (Committee) shall consist of a two (2) member panel that will review all employee applications for catastrophic leave. The Committee shall consist of one (1) representative appointed by the President of CCCUE, AFT, Local 4606 and one (1) representative appointed by the Vice President Human Resources & Labor Relations. Decisions of this Committee are not subject to the Grievance Procedure in this Agreement or Board Policy.

6.12 Eligibility:

- 6.12.1 Employees who have been employed by the District for a minimum of six (6) months shall be eligible to participate when all other eligibility requirements are met. Police Officers and Dispatchers who have been employed for a minimum of twelve (12) months shall be eligible to participate when all other eligibility requirements are met. Probationary employees do not qualify for catastrophic leave.
- 6.12.2 Employees who are covered by worker's compensation and/or who are in paid status are not eligible for catastrophic leave. Employees who are ineligible for or who have exhausted worker's compensation benefits and have met all other eligibility requirements for Catastrophic Leave shall be eligible to apply for Catastrophic Leave.
- 6.12.3 Employees may donate to any person in 4-hour increments. However, only eligible employees under this Agreement may donate to the Bank and they must donate a minimum of eight (8) hours to the bank each year in order to be eligible to use hours from the Bank for the upcoming fiscal year.
- 6.12.4 Employees who wish to apply for catastrophic leave from the Bank and Individual Donations shall have first exhausted all current and accrued sick leave and vacation leave, as well as, all other paid leaves they may qualify for.
- 6.12.5 Human Resources will make the initial determination that an employee has met the application requirements for Catastrophic Leave. (Please see Article 6.13 for application requirements.) Human Resources will then notify the Committee that a request has been made. The Committee will make the determination regarding the eligibility of the employee's request for Catastrophic Leave. Upon that determination Human Resources

will send out a request for donated leave. Any leave donations made in the employee's name will be utilized toward the approved leave. All remaining leave from the donations will be rolled into the Catastrophic Leave Bank.

- 6.12.6 In the event that either a) not enough leave is donated to meet the employee's needs or b) no leave at all is donated to the employee, the Bank will become the leave source for the employee approved for Catastrophic Leave, only if the employee has donated at least eight (8) hours into the Bank.

#### 6.13 Donation Process:

- 6.13.1 Any employee may donate eligible leave credits to an Individual Catastrophic Leave request by completing a donation form, indicating the amount of sick leave, vacation leave, or personal floating holiday or any combination thereof totaling no less than four (4) hours. The donation is irrevocable and no portion will be returned.

Individual donations will be calculated to a monetary value using the current, hourly rate of pay, of the employee who made the donation. The individual whom the donation was made for will be paid at their current hourly rate.

Only employees covered under this Agreement are eligible to donate to the Bank directly.

- 6.13.2 The employee shall forward the donation form to Human Resources to verify the employee has the minimum accrued leave as defined in Article 6.11.3.

- 6.13.3 If the employee meets the eligibility requirement, Human Resources shall transfer the amount shown on the donation form to the Bank with a notification to the CCCUE President. A copy of the form will be placed in the employee's personnel file.

Each hour donated will be transferred to a monetary calculation. The monetary calculation will use the mid-range on the Classified Salary Schedule, current Range 30, Step C of the Classified Salary Schedule. In the event that the Classified Salary Schedule should change, the mid-range will be Step C of the middle range.

Employees will be paid at their actual monthly pay rate.

- 6.13.4 If the employee does not meet the eligibility requirement, Human Resources shall return the form to the employee within ten (10) working days, providing the specific reason why the unit member did not qualify to make the donation.

- 6.13.5 The donating employee must have a minimum balance of 40 hours in either sick leave, vacation leave, or any combination thereof and donate a minimum of four (4) hours of sick or vacation, or a combination thereof each year. If donating floating holiday hours, then the donation must be the equivalent of a full work day. This applies the same to full-time as well as part-time permanent employees.

- 6.13.6 Eligible employees that have not donated to the Bank will still have the right to ask for and utilize individual leave credit donated per the process outlined in 6.11 of this Agreement. However, upon exhaustion of these "personal" credits, the employee will not be eligible to draw upon the Bank. Once the eligible period ends and thirty (30) days have passed all unused leave credits will be donated to the Bank and will become forfeited.

- 6.13.7 While donating a minimum of 8 hours to the pool each year will make the employee eligible to receive hours from the Bank, there is NO IMPLIED GUARANTEE that hours will be available for use even if the employee is eligible to receive them. All hours will be distributed on a first come first served basis per the Committee's determination. The Bank will only be utilized after a personal request is sent out and the hours that are received from this request have been exhausted.
- 6.13.8 If, upon analysis, it is found that this monetary calculation for the Bank does not prove to be an effective and sustainable practice, CCCUE will work with the District to find a more sustainable solution to this donation process.
- 6.13.9 The receipt of donated hours under this program shall not serve to extend or modify the terms or limitations of paragraph 6.4.5 inclusive.

6.14 Application and Review Process:

- 6.14.1 The employee shall fill out an application form for catastrophic leave and shall attach a written statement and verification form from a licensed physician or practitioner indicating the nature and extent of the illness or injury, the probable length of absence from work, and a statement that the employee is medically unable to work due to illness or injury. Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements, and verifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that require the employee's absence from work.
- 6.14.2 In order to facilitate the application and ensure that the process can be reviewed in a timely manner, it is requested that the Catastrophic Leave application be submitted to Human Resources no later than the 1st of the month in which the employee expects to exhaust their remaining leave balances(s).
- 6.14.3 Applications received after this deadline will still be considered, but may result in a delay of leave credit and may have an impact on the payroll process. It is important that anyone who may need Catastrophic Leave take a pro-active role to ensure that the application can be processed in time for payroll to meet their deadlines.
- 6.14.4 Once the application has been submitted to Human Resources it will be reviewed to ensure that all required documentation has been received. Human Resources shall then contact the committee members to schedule a review date and time within 10 working days upon receipt of the application.
- 6.14.5 Human Resources will be responsible for notification of the Committee's decision to the applicant.
- 6.14.6 The maximum amount of time that may be used per employee per 60 months (5 years) period is 60 cumulative days within a 5-year period when drawing from the Bank.  
  
The Committee will only review extreme circumstances to decide in an employee can be granted Catastrophic Leave past the 60 cumulative days within a 5-year period. The Committee reserves the right to define extreme circumstances.
- 6.14.7 Any part or hours of any day that is claimed for Catastrophic Leave will be considered a

full day of leave for the purposes of calculation.

### Industrial Accident or Industrial Illness Leave

- 6.15 A permanent employee of the District may receive an industrial accident or illness leave as provided by this paragraph. With regard to an employee who is employed as a Campus Police Officer, disability leave is for a period of up to one calendar year as set forth in Labor Code §§4850 through 4856.
- 6.15.1 Such leave shall be for a maximum of 60 workdays in any one fiscal year for the same accident or illness. In the event that the 60 days' overlap into the next fiscal year, the employee shall be entitled to only those days remaining at the end of the fiscal year in which the accident or illness occurred for that accident or illness.
- 6.15.2 During the period of absence, the employee shall endorse to the District wage loss benefit checks received under state worker's compensation laws. The District, in turn, shall issue the employee appropriate warrants for full payment of salary and shall make normal payroll deductions.
- 6.15.3 Industrial accident or illness leave will commence on the first day of absence.
- 6.15.4 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 6.15.5 If an employee leaves the State of California without prior approval from the District, the employee's status on industrial accident or illness leave shall be suspended and the employee shall be placed on unauthorized absence for the period of time that the employee is out of state.
- 6.15.6 If the employee is not medically able to resume the normal duties of the position at the expiration of all leaves available, the employee's name shall be placed on a re-employment list for a period of 39 months. If the employee is medically recovered and available during the 39-month period, the employee shall be employed in any vacant position in the employee's previous classification over all other candidates, except for those on a re-employment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority.
- 6.15.7 The industrial accident or illness leave of absence is to be used in lieu of entitlement of regular sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the employee shall be entitled to use only so much of the accumulated or available sick leave, accumulated compensatory time, vacation, or other available leave, which when added to the workers' compensation award, provide for a full day's wage or salary.
- 6.15.8 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee under these provisions.

### Bereavement Leave

- 6.16 Bereavement leave with pay, not to exceed five business days per occurrence, will be allowed to employees for death in the immediate family. The employee requesting leave may be required to

provide evidence of death, in the form of a death certificate or obituary.

## Jury Duty and Court Appearances

- 6.17 Leaves of absence for jury duty or for court appearances as a witness, pursuant to subpoena, will be granted with pay up to the difference between the employee's regular pay and any amount the employee receives as jury duty pay or the employee's regular pay and any amount the employee receives as jury duty pay or witness fee exclusive of any travel allowance which might be paid. Any appearance as a defendant in a criminal proceeding shall be without pay.

## Military Leave

- 6.18 Military Leave of absence shall be granted pursuant to the provisions of the Military and Veteran' Code. Such leave must be verified by a copy of the military orders requiring the military service.

## Leaves of Absence Without Pay

- 6.19 The Superintendent/President or designee may grant a leave of absence without pay for a period not to exceed one calendar month per year. A request for a leave of absence without pay for a period of more than one month must be made to the Board of Trustees. An employee shall not earn vacation or sick leave while on leave of absence without pay.

# ARTICLE 7 - VACATIONS

## Earned Vacation

- 7.1 Vacation shall be earned from an employee's first date of paid service. An employee earns vacation time on the basis of the employee's regular assigned hours per day (including holidays and paid leaves, but excluding overtime) at the following rates:
- |  |                           |
|--|---------------------------|
| Date of hire through four completed years: | 11 days per academic year |
| Five years through nine completed years:   | 16 days per academic year |
| Ten years through 15 completed years:      | 20 days per academic year |
| 16 years through 19 completed years:       | 21 days per academic year |
| Twenty years or longer:                    | 22 days per academic year |
- 7.2 Pay for an employee's vacation time shall be the same as the employee would have received had the employee been in the normally assigned work shift, excluding any overtime.
- 7.2.1 Earned vacation time shall not become a vested right until completion of six months of employment.
- 7.2.2 Upon separation from service, an employee shall be entitled to a lump-sum compensation for vested, earned but unused vacation time. If an employee had been granted vacation time, which had not been earned, the District shall deduct the full amount of salary which was paid for the unearned time from the employee's final pay warrant.
- 7.3 Effective July 1, 2022, employee vacation accruals will not be allowed to exceed the two-year maximum.

## Scheduling Vacation Time

- 7.4 Every reasonable effort will be made to grant an employee's vacation request at a time that is acceptable to the supervisor and the employee consistent with the operational needs of the department.
- 7.4.1 If there is a conflict between employees who are working in the same department as to when vacations shall be taken, the employee with the greatest seniority shall be given preference on a rotating basis.
- 7.4.2 An employee may be granted vacation time during the academic year even though the full amount of vacation time has not been earned at the time the vacation is taken.
- 7.4.3 If the District determines that it is necessary to change a previously scheduled and approved vacation and does not provide two weeks' notice of the change, the affected employee will be compensated at the overtime rate for all hours worked during the previously scheduled vacation period. Compensation may be in the form of compensatory time off.
- 7.4.4 In order for the supervisor to undertake reasonable efforts to accommodate vacation requests as described in 7.3, the employee shall provide in writing, reasonable advance notice of a vacation request. If an employee's request for a vacation is denied by his/her supervisor, he/she may request discretionary review of the decision by the next level supervisor.

## Miscellaneous Provisions

- 7.5 A permanent employee may be permitted to interrupt or terminate vacation in order to begin another type of paid leave provided by this Agreement without return to active service, provided the employee supplies notice and acceptable supporting information regarding the basis for such interruption or termination.
- 7.6 Holidays which occur during the employee's vacation shall not be charged as vacation days.

## ARTICLE 8 - HOLIDAYS

- 8.1 Employer agrees to provide eligible employees with the following paid holidays:

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln Day  
President's Day  
One day scheduled by the Employer during Spring Recess  
Memorial Day  
Independence Day  
Juneteenth  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday following Thanksgiving - in lieu of Admission Day

Christmas Day

Five days scheduled by the Employer during Winter Recess

\*One floating holiday (upon one-week written notice)

- 8.2 An employee must be in paid status on the workday immediately preceding or succeeding the holiday to be paid for the holiday.
  - 8.2.1 Probationary employees shall not be eligible to take floating holidays.
    - 8.2.1.1 Floating holidays must be used by June 30th of each year.
    - 8.2.1.2 Floating holiday hours cannot be rolled into the following fiscal year. Any hours not used by June 30th will be voided.
  - 8.2.2 Except as provided in paragraphs 8.2 and 8.2.1, employees shall be eligible to be paid for those holidays which occur during their regularly scheduled work year.

## ARTICLE 9 - VACANT POSITIONS AND REASSIGNMENTS

- 9.1 A vacancy (or vacant position) is a bargaining unit position that the District determines to be open to internal and/or external applicants by virtue of a resignation, termination, reorganization, or the establishment of a new position.
  - 9.1.1 If the District is engaged in a procedure to hire a permanent employee to fill a vacancy in a classified position within the bargaining unit, the District shall not fill that vacancy through the employment of one or more substitute employees for more than sixty (60) days without conferring with CCCUE. (Per Education Code 88003.)

### Notice of Vacant Position

- 9.2 Upon the determination that a vacant position shall be filled, the Employer shall both post appropriate notices on bulletin boards normally used for such purposes and send a campus-wide email to all classified employees. The notice shall be posted for no less than five (5) workdays prior to the public posting.
  - 9.2.1 The notice shall include: the job title, a brief description of the position and duties, required minimum qualifications, job location, the number of hours per day, the regular hours of work, days per week and months per year, the salary range, and the deadline for filing an application.
    - 9.2.1.1 A copy of the notice shall be sent via email and regular US mail (with return receipt requested) to any employment on the re-employment list, both 39 months and 63 months and to any employee on an extended leave for sick, Family Medical Leave, and/or Catastrophic Leave. This does not include vacation.
  - 9.2.2 An employee may file for a posted vacancy by submitting a written application with the Human Resources office within the filing period.

### Consideration Process



- 9.3 Prior to any job announcement for a bargaining unit position, the District must complete the following:
- 9.3.1 Contact employees via email on the re-employment list, both 39 months and 63 months, and to any employee on an extended leave for sick, Family Medical Leave, and/or Catastrophic Leave. This does not include vacation. If a personal email address is not on file, then the notice will be sent via regular mail. These employees are not required to apply for vacancies or position which they previously held while employed with the District (see Article 18 of the contract), and will be placed into those positions in reverse order of layoff. Individuals on the re-employment list who wish to apply for a promotional position or position where they held no seniority may following District hiring practices. However, employees on the reemployment list have preferential employment rights over any new applicants (internal or external) to available positions for which they are qualified. (Education Code 88117.)
  - 9.3.2 Contact those employees who have submitted a transfer request. If two or more applicants requesting a transfer are equally qualified, the employee with the most seniority shall receive the position (see Article 10).
- 9.4 If there are not qualified applicants on the re-employment list or no transfer candidates, applications will be posted and reviewed by Human Resources. Each applicant must attach materials to the application that the person wishes to have considered during the review process. After applications have been filed, and the determination has been made as to which application, if any, fulfilled the posted requisite qualifications; the applications will be grouped as to (1) Transfers (see Article 10); (2) positions for which an employee on the re-employment list may reasonably qualify; (3) other district employees; and (4) non-employee applicants. All applicants who meet the posted requirements are rated by a screening committee and interviewed per the screening committee's decision.
- 9.4.1 Employees submitting a transfer request may submit a letter of intent to Human Resources.
  - 9.4.2 The screening committee will review and consider each applicant's qualifications. The screening committee for each position shall be established by Human Resources and shall include, at a minimum, the affected manager and a member appointed by CCCUE. Criteria for the determination of qualifications are an applicant's training, experience, previous job performance and the materials attached to the application, as these factors relate to the posted prerequisite qualifications
  - 9.4.3 The screening committee reviews the applications and decides which applications to move forward for an interview.
- 9.5 After the screening committee interviews the selected candidates, reviews skills test and presentation, the committee will make the recommendation for the vacancy to be filled in the following order:
- 9.5.1 If the screening committee determines the best qualified applicant is a District employee, the employee shall be placed in the position based on the criteria set forth in paragraph 9.4. If two or more District employees are equally qualified, as determined by the District, the employee with the most seniority shall receive the position.
  - 9.5.2 A non-employee applicant would be selected to fill the original vacant position if the

District determines the applicant is more qualified than the other employee applicants based on the criteria set forth in paragraph 9.4.

9.5.3 A second interview may be requested by the Committee Chairperson.

9.5.4 An employee who is not selected to fill a vacant position may request a written explanation of the reason or reasons that the employee was not selected. The request must be made to Human Resources in writing within ten (10) days of the date the position was filled. A written response will be provided within 10 days of the request.

## ARTICLE 10 - TRANSFERS

### Voluntary Transfers

10.1 Definition: A transfer is a move from a unit member's present position to a position with the same job title to a different job site, or department. Salary range is a consideration, but could be slightly different. Voluntary transfers may also be in a lower classification.

### Process for Voluntary Transfer

10.2 Transfer requests may be granted at any time, subject to the availability of positions and the qualifications of the applicant. Consideration shall be based on, but not limited to, current job title, seniority, job performance (i.e. on an improvement plan and/or current discipline), qualification, and the needs of the District.

10.2.1 An employee may request a transfer to a vacant position by submitting a request for transfer on the approved form to the Human Resources department.

10.2.2 The District Human Resources Department shall maintain a transfer list for each class in which employees have submitted written requests.

10.2.3 The employee requesting a transfer is encouraged to schedule a time to meet with the hiring supervisor. The purpose of this meeting will be for the employee to get more specific information regarding the position, and the manager to meet their potential new employee. The hiring supervisor will in no way try to dissuade the employee from taking the position. The employee retains the right to have a CCCUE representative present.

10.2.4 All employees requesting a transfer into an open position with the same job title will be placed into the open position. If more than one (1) employee with the same job title requests the transfer, the transfer shall be made based on seniority.

10.2.5 The determination of whether classes are sufficiently related to permit transfer between them shall be made by the Vice President of Human Resources and Labor Relations in consultation with the CCCUE President. The following factors shall be considered in determining whether classes are sufficiently related; (1) duties and responsibilities, (2) minimum qualifications and (3) skills, knowledge, and abilities as determined by the District.

10.2.6 Upon approval of the transfer a notification will be sent to the hiring manager, the employee and CCCUE via email.

## Denial of a Transfer

- 10.3 An employee denied a transfer may request a meeting with the administrator who made the decision to deny the transfer.

## Involuntary Transfer

- 10.4 An involuntary transfer is a transfer initiated by the supervisor or the District. A District initiated transfer does not involve a change in class; however, it may involve a change in work site. An involuntary transfer resulting from disciplinary action will not be subject to the mileage terms of this article.
- 10.4.1 An involuntary transfer may be based on the needs of the students, changes in enrollment or workload that necessitate reallocation of staff, or improved efficiency of District operations.
- 10.4.2 Except in the case of an urgent business necessity, an employee who is to be involuntarily transferred shall be given written notice of at least thirty (30) days in advance of the effective date. The notice shall set forth the basis and reasons for the involuntary transfer.
- 10.4.3 The District shall notify CCCUE of any involuntary transfer within the bargaining unit concurrent with the notice to the employee. The District will meet and consult with CCCUE within the 30-day time frame.
- 10.4.4 Where an involuntary transfer may be satisfied by the movement of more than one employee in the affected job classification, the District shall seek volunteers from the ranks of the affected employees.
- 10.4.4.1 If there is a volunteer from the affected classification, the volunteer shall be transferred. If there are two or more volunteers, the employee with the most seniority shall be transferred. Every volunteer shall sign the District's personnel action form indicating that the transfer is voluntary.
- 10.4.4.2 If there are no volunteers, the least senior employee in the affected job classification shall be transferred, and shall sign the District's personnel action form indicating that the transfer is involuntary.
- 10.5 An employee who has been involuntarily transferred shall not be the subject to a subsequent transfer for a period of two years, except as the result of a less than satisfactory performance evaluation, request a voluntary transfer or a loss of the funding source.
- 10.6 An employee who has been involuntarily transferred shall have the right of first refusal to return to the former work location if a position in the employee's job classification is declared as a vacancy by the District. If more than one employee holds return rights concurrently, the order of seniority shall prevail.
- 10.7 An involuntary transfer that results in additional travel for an employee beyond the number of miles traveled prior to the transfer shall receive mileage for travel at the Internal Revenue Service rate.
- 10.7.1 Mileage shall be paid for miles in excess of miles travelled at the time that the transfer is made.

- 10.7.2 An affected employee shall receive mileage for a maximum of twenty-four (24) consecutive months.
- 10.7.3 The provisions of 10.4.1 through 10.4.4.2 shall not apply when an entire division/department is moved to a new work location.

### Temporary Medical Transfers

- 10.8 An employee who physician certifies that the employee has become medically unable to satisfactorily perform regular duties may request an alternate work assignment. Such requests will result in an interactive accommodation meeting with the employee, their supervisor, and Human Resources. An alternate assignment may include one or more of the following:
  - 10.8.1 Job restructuring: Re-allocating or re-distributing nonessential, marginal job functions.
  - 10.8.2 Part-time or modified work schedule: flexible or adjusted work schedules. The salary of an employee who works a part-time schedule shall be pro-rated.
  - 10.8.3 Reassignment to a lateral position should be considered when accommodation within an employee's current position would pose an undue hardship to the District. Such a transfer, in the absence of disciplinary action, shall be voluntary.
  - 10.8.4 Equipment: Acquisition or modification of equipment, furniture, or devices that would not impose an undue financial hardship on the District.
  - 10.8.5 Other reasonable accommodations that do not place the District at unreasonable financial hardship and still allow the employee to perform his or her job.
  - 10.8.6 The District has adopted a Return-to-Work Program for on-the-job injuries.

## ARTICLE 11 - EVALUATION PROCEDURES

- 11.1 Each permanent employee shall have a formal written evaluation annually on or by their seniority date of hire. The evaluation shall be made on the Classified Performance Evaluation Form. The evaluator shall be the employee's immediate supervisor unless a different evaluator is designated by the appropriate manager.
  - 11.1.1 The evaluation shall be based upon the evaluator's observations of the employee's job performance as well as the other criteria contained on the Classified Performance Evaluation Form. The evaluation should objectively incorporate the entire evaluation period.
  - 11.1.2 Employees have the option to submit a Self-Evaluation Component that outlines their view of their performance factors as outlined in the Classified Performance Evaluation Form. This portion of the evaluation will give the employees a chance to self-identify strengths, weaknesses, training needs, and/or professional development needs. The Self-Evaluation Component must be submitted to the evaluator at least five (5) days prior to the evaluation meeting.

- 11.1.3 Nothing contained in this Article shall preclude the district from initiating an off cycle evaluation.
- 11.1.4 In the event a permanent employee's overall evaluation rates the employee's performance lower than "Meets Expectations," the evaluator shall describe the specific area or areas of less than satisfactory performance either in the evaluation or in a separate document.
- 11.1.4.1 Following the employee's receipt of the evaluation, the evaluator shall meet with the employee or, if requested by the employee, with the employee and a representative and shall make specific recommendations as to the areas of improvement in the employee's performance.
- 11.1.4.2 The employee and evaluator shall develop a Plan of Improvement that is designed to alleviate the identified performance deficiencies. The Plan shall include:
- A statement of expectations for the employee related to each area of performance that was rated less than satisfactory;
  - A listing of operational activities designed to remediate the identified deficiencies and any time line or time lines related to the activities;
  - A statement of measures of assistance and/or resources that will be provided to the employee as a part of the Plan; and
  - A schedule of observations and/or conferences to monitor and evaluate the employee's progress toward achievement of the Plan.
- 11.1.4.3 If subsequent improvements sufficiently modify the employee's performance and identified deficiencies to the satisfaction of the evaluator, notification to that effect shall be attached to the evaluation.
- 11.1.4.4 If the level of improvement is not sufficiently improved according to the Plan of Improvement then the Supervisor will begin disciplinary action per Article 13. Along with the disciplinary action a revised Plan of Improvement will be completed per 11.1.4.2.
- 11.2 The goal of the evaluation process for probationary employees is that each employee should be able to successfully complete the probationary period and to achieve permanent status. To that end, each probationary employee should be evaluated twice during the probationary period, with the initial evaluation being made at approximately two (2) months and the second evaluation at approximately four (4) months of service. Evaluations shall be made on the regular Classified Performance Evaluation Form and shall be based upon the employee's job performance as well as the other criteria on the Form. Probationary employees have the right to request these evaluations for the above timelines.
- 11.2.1 The evaluation of a probationary employee should set forth any area or areas of performance that the evaluator determines should be enhanced in order for the employee to successfully complete the probation period. In addition, the evaluator should direct or recommend methods and/or means by which the employee's job performance may be improved.

- 11.2.2 It is understood and agreed that a probationary employee may be separated from employment at any time during the probation period at the District's discretion. In most cases, a probationary employee should receive at least one written evaluation prior to separation from employment. If the District determines that a probationary employee is to be separated from employment and the employee has not received at least one written evaluation, the District will notify the Exclusive Representative of the affected employee's name and work assignment.
- 11.2.3 Employees who are promoted, or who transfer into a new position, (including for less pay when not a disciplinary action), will have a sixty (60) day trial period. The Supervisor shall provide performance feedback to the employee on or about the 30th day and must complete a formal evaluation at least one time during the trial period. If the evaluation was an overall ranking of Needs Improvement or Unsatisfactory, then they can retreat to their previously held position. In the event of a reclassification of the previously held position within the 60-day trial period, if the promoted or transferred employee was an incumbent of the position for at least two (2) years, they may still retreat to the reclassified position.
- 11.3 Prior to placing an evaluation in an employee's file, the employee and the evaluator shall meet to review and discuss the evaluation and any material that is to be incorporated into the file. The evaluation shall be signed by the employee, the evaluator, and appropriate manager. The employee's signature denotes solely that a review of the evaluation has taken place. The employee shall receive a copy of the evaluation and may attach a written statement within 10 days of the meeting. The employee's evaluation, along with any written comments of the employee, shall be placed in the personnel file.
- 11.4 If the employee disagrees with the evaluation, the employee may request a review by the Vice President of Human Resources and Labor Relations. The Vice President's decision shall be in Writing, shall be attached to the employee's evaluation, and shall be final.
- 11.5 While a grievance may be filed alleging a violation of the procedural steps of this Article, no grievance may be filed or considered regarding the contents of a written evaluation.

## ARTICLE 12 - PERSONNEL FILES

- 12.1 Materials in District personnel files, which may serve as a basis for affecting an employee's employment status shall be available for inspection by the employee or by a representative designated in writing by the employee. Ratings, reports, or records which were obtained prior to the employment of the employee or as otherwise excluded by law shall be excluded from review by the employee or the employee's representative.
- 12.1.1 An employee may inspect the personnel file upon request, provided that the request and the inspection are made at a time when the employee is not required to render service to the District.
- 12.1.2 The Human Resources Office shall maintain a log that indicates the name of any person who has examined a personnel file, as well as the date of any examination.
- 12.2 Information of a derogatory nature, except information contained in an employee's evaluation and information excluded from review by the employee pursuant to paragraph 12.1, shall not be entered or filed in the employee's personnel file, unless and until the employee is given notice and the opportunity to review and comment thereon. With regard to the placement of an adverse

comment or comments in the personnel file of an employee who is employed as a Campus Police Officer, the process is set forth in the Public Safety Officers Procedure Bill of Rights Act (Government Code § 3300 through 3311).

- 12.2.1 The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.
  - 12.2.2 An employee shall have the right to enter and have attached to any derogatory statement, the employee's own comments thereon within 10 days of notification.
  - 12.2.3 As referenced in Article 13, employees shall not be subject to discipline for materials entered into their personnel files which are over twenty-four (24) months old. Employees shall have the option of requesting derogatory materials which is over three (3) years old sealed in their personnel file.
- 12.3 The contents of an employee's personnel file shall be kept in the strictest confidence pursuant to the appropriate provisions of the Education Code and the Government Code.
  - 12.4 While a grievance may be filed or considered regarding a violation of the procedural steps of this Article, the substance of materials contained in any personnel file shall not be subject to the grievance procedure.
  - 12.5 The personnel files, including electronic personnel files, of each employee shall be maintained at the District Human Resources Office.

## ARTICLE 13 - DISCIPLINARY ACTION

### Definition of Discipline

- 13.1 Discipline or disciplinary action refers to actions against a permanent classified employee in the form of a demotion, reduction in a wage rate, suspension, termination including but not limited to oral reprimands, written warnings, letters of reprimand, incident reports, deduction of pay for being absent without leave (AWOL) in the absence of any other discipline.

Discipline may be imposed on permanent unit members for just cause. Discipline primarily relies on actions that are progressive actions, which include employee conference/oral warnings, written warnings, written reprimands, demotions, suspensions, and involuntary dismissals. The level of severity of discipline should be reasonably related to the nature of the offense committed by the employee and should take into account any prior disciplinary action imposed on the employee. When the incident giving rise to discipline is significant in nature, the resulting disciplinary action may warrant combining or skipping steps in the progression. The provisions of this Article apply to permanent, non-probationary workers only.

### Administrative Leave

- 13.2 Any classified employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline shall be recommended. If a classified employee's continued presence at the work site constitutes a danger or jeopardizes the welfare of the employee, other employees, or students, or threatens to disrupt District operations, the Assistant Superintendent/Vice President of Human Resources, or designee, may immediately place the

classified employee on paid administrative leave.

### Time Limitations

- 13.3 Disciplinary action shall not be initiated against a permanent classified employee, for any cause prior to the employee becoming permanent, nor based on information that is more than two years (24 months) old.

### Progressive Discipline

- 13.4 Progressive discipline shall include these steps. In most circumstances the following sequence of steps shall be followed to provide progression of corrective and disciplinary actions for permanent employees.

### Corrective Action

- 13.5 The following corrective action steps are: Oral warnings/Conferences and Written Warnings.
- 13.5.1 Oral Warning/Conference – the first and lowest level of discipline. An informal meeting with the unit member and supervisor to discuss performance/conduct concerns and identify appropriate actions for improvement. A supervisor shall follow up with a memo that clearly states the cause(s) for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, and the expectations for improvement. This memo is not placed the personnel file.
- 13.5.2 Written Warning – the second level of discipline. A document issued to the unit member that identifies the cause for discipline, the specific acts of inadequate performance/conduct giving rise to the discipline, the expected remedies and a reasonable and specific time frame by which improvement is expected. The written warning is a form of communication between the supervisor and the unit member. This warning is not placed in the personnel file.
- 13.5.3 Corrective actions are not subject to grievance or arbitration (and are not placed in the personnel file), but the Union shall have the ability to submit requests for information to the District and hold a meeting (which shall be requested no later than 20 days after issuance of the warning) with the employee, the Union representative(s), the Assistant Superintendent/Vice President of Human Resources (or designee), and any other management personnel designated by the Assistant Superintendent/Vice President of Human Resources (or designee), regarding the warning in order to discuss any employee and/or Union concerns. Oral warnings and written warnings are not subject to Article 13.7, 13.8 and 13.9.
- 13.6 Written Reprimand – the third level of discipline. A written document is prepared that identifies the reasons for the reprimand that shall include the causes for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, and the previous disciplinary notifications to the unit member. The written reprimand shall be presented to the unit member and a CCCUE officer, if requested, in a meeting with the supervisor. A copy of the reprimand shall be placed in the unit member's personnel file. The supervisor shall give the unit member, in writing, the expectations of improvement, and a reasonable and specific period of time to permit the unit member to correct the deficiency without incurring further disciplinary action. The unit member shall receive notification from Human Resources that he/she has ten days to attach a



statement/response to the reprimand.

- 13.6.1 Written reprimands (which are placed in the personnel file) may be grieved at Level 2 but may not be arbitrated and shall be subject to conciliation (mediation). In advance of the Level 2 meeting the Union shall have the ability to submit requests for information to the District. The Level 2 meeting shall include the employee, the Union representative(s), and the Assistant Superintendent/Vice President of Human Resources (or designee), and any other management personnel designated by the Assistant Superintendent/Vice President of Human Resources. The District's decision at Level 2 (including mediation) shall be final.

### Demotion, suspension or dismissal

- 13.7 The following procedure is not subject to employees facing corrective actions as described in 13.5. The following process is only for persons represented by CCCUE who are recommended for demotion, suspension, or dismissal and therefore, shall be subject to the following procedures:
- 13.7.1 Persons represented by CCCUE who are recommended for demotion, suspension, or dismissal shall be subject to the following procedures in this Article 13. Discipline shall be imposed upon a permanent classified employee pursuant to the terms of this Article. With regard to disciplinary action against an employee who is employed as a Campus Police Officer, the discipline process is set forth in the Public Safety Officers Procedural Bill of Rights Act (Government Code § 3300 through 3311) except that an administrative appeal of the discipline shall be processed pursuant to paragraph 13.8 or 13.8.2.
- 13.7.2 Specifically excluded from the provisions and procedures of this Article are actions taken by the District as part of the process of evaluation of an employee's work performance pursuant to the provisions of ARTICLE 11, EVALUATION PROCEDURES, except when the District imposes disciplinary action following a written evaluation that denotes a performance deficiency or deficiencies, or that are related to the placement of materials in the District's personnel file pursuant to the provisions of ARTICLE 12, PERSONNEL FILES.
- 13.7.3 No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent or any cause that arose more than two years preceding the date of the notice of disciplinary action unless the cause was concealed or not disclosed by the employee when it reasonably could be assumed that the employee should have disclosed the facts to the District.

### Pre-Discipline Investigation

- 13.8 A pre-disciplinary meeting is only required where the District is seeking a demotion, reduction in pay, suspension or termination of an employee. This process does not apply to corrective actions as described in article 13.5. Any recommendation or request for disciplinary action shall be brought to the attention of the Superintendent/President or designee. The Superintendent/President or designee shall investigate the matter. The investigation and notice will begin no later than 10 business days after the act prompting the investigation. As a part of the investigation process, the Superintendent/President or designee shall hold an informal meeting with the employee, or if requested by the employee, with the employee and a representative within seven days of notification to the employee that the matter has been brought to the Superintendent/President's attention. For the purposes of this Article, the designee of the Superintendent/President shall be a

Vice President or the Assistant Director of Human Resources.

- 13.8.1 Prior to the meeting, the employee shall be notified in writing of the nature of the allegations. Except in an emergency situation, the written notification shall be made one day in advance of the meeting. The employee shall be informed of the right to be accompanied to the meeting by a CCCUE representative. If the employee elects not to be represented by CCCUE, the employee shall sign a statement to that effect. A copy of the statement shall be sent to CCCUE within five days of being signed. During the meeting, the employee shall be given an opportunity to respond and to comment on the proposed disposition.
- 13.8.2 At the request of the employee, a preliminary investigative determination shall be issued.
- 13.8.3 The employee may authorize CCCUE to request that the issue be referred to a special session of the Joint Labor Management Committee for discussion. The request must be made within two days of the issuance of the preliminary determination.

### Notice of Discipline

- 13.9 A Notice of Discipline is only required when the District is seeking a demotion, reduction in pay, suspension, or termination of an employee. This process does not apply to corrective actions as described in Article 13.5 or Article 13.6. Within ten (10) days of the conclusion of the investigation or within five (5) days of the JLMC meeting, whichever is sooner, the Superintendent/President or designee shall give the employee a written Notice of Proposed Disciplinary Action ("Notice").
  - 13.9.1 The Notice shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and if it is claimed the employee has violated rule or regulation of the District, the rule or regulation shall be set forth in the Notice. Any other documents relied upon by the District to support the proposed discipline shall either be attached or otherwise made available to the employee.
  - 13.9.2 The Notice shall be personally served upon the employee and shall be signed for and dated upon receipt, or it shall be sent by prepaid United States first class mail, with proof of mailing (certificate of mailing on U.S. Postal Service form 3817 or equivalent) addressed to the employee at his or her last known address. Where the employee has utilized the services of a CCCUE representative or an attorney during the investigation, the representative shall also be sent a copy of the Notice.
  - 13.9.3 The Notice shall inform the employee of the right to demand a meeting with the Superintendent/President (or designee) or to respond in writing to the Superintendent/President (or designee), or both, which response shall be not less than seven days after receipt of the Notice, unless the employee and the District agree to meet at a different time because of exceptional circumstances.
  - 13.9.4 Following the meeting or receipt of the response, and if the Superintendent/President (or designee) determines that it is appropriate to proceed with the discipline recommendation, the employee shall be given Notice at the same time that Notice of the recommendation is given to the Board. The Notice shall also contain a form, the signing and filing of which shall constitute a demand for hearing and denial of all charges. The Hearing Request Form shall be filed no later than seven (7) days after the employees

receives the Notice of recommendation to the Board. Failure to file the demand for a hearing as set forth in the Notice shall constitute a waiver of the right to a hearing and the discipline shall be final.

### Appeal of Disciplinary Action

13.10 If the employee files the demand and denial, the following shall apply:

- 13.10.1 If the employee is represented by CCCUE, the hearing shall be before an arbitrator selected pursuant to the provisions of ARTICLE 17, GRIEVANCE PROCEDURE, paragraph 17.9 at the election of CCCUE.
  - 13.10.1.1 CCCUE shall have five days from receipt of the notice to inform the District of its election to proceed before an arbitrator.
  - 13.10.1.2 The arbitrator shall hold a hearing and shall issue written findings of fact, conclusions, and an advisory recommendation to the Board of Trustees.
  - 13.10.1.3 Thereafter, the Board shall consider the arbitrator's findings, conclusions, and recommendation and shall make a final determination on the disciplinary action. The employee will be provided an opportunity to address the Board prior to the Board's determination.
  - 13.10.1.4 The District and CCCUE shall share the per diem and expense costs of the arbitrator. Each party shall bear all other costs of its own case.
- 13.10.2 If the employee elected not to be represented as set forth in paragraph 13.2.1, or if CCCUE does not elect to proceed before an arbitrator, the hearing shall be conducted by the Board of Trustees or, at the sole discretion of the Board, it may delegate the evidentiary hearing function to a hearing officer pursuant to the following:
  - 13.10.2.1 Five days prior to the hearing, each party shall serve upon the other party and submit to the Board (hearing officer) a list of all witnesses and all exhibits. Failure to submit the name of a witness or to list an exhibit may result in the witness or exhibit being excluded, unless good cause can be shown. This provision does not apply to rebuttal witnesses or evidence.
  - 13.10.2.2 The employee shall appear personally, unless physically unable to do so, before the Board (hearing officer) at the time and place of the hearing. The employee may be represented by any person the employee selects, except any supervisor of the employee. At the hearing, the employee may produce relevant or documentary evidence on the employee's behalf.
  - 13.10.2.3 Oral evidence will be taken only on oath or affirmation.
  - 13.10.2.4 Each party will have the following rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though the matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called the witness to testify; and to rebut the evidence against the employee. If the employee does not testify in the employee's own behalf, the employee may nevertheless, be called and examined as if under cross-examination.

- 13.10.2.5 The hearing need not be conducted according to the technical rules of evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but will not be sufficient in itself to support a finding, unless it would be admissible over objection to the same extent that it is now or hereafter may be recognized in civil actions. The Board member who chairs the hearing, or the hearing officer if one is utilized, shall rule on all objections raised by either party.
- 13.10.2.6 The hearing will be recorded by use of a certified shorthand reporter ("CSR"). The District shall pay for the cost of the CSR. The employee shall pay for any copy or copies ordered from the CSR for the employee's use. The District and the employee may tape record the proceeding.
- 13.10.2.7 The hearing will be closed to the general public, unless the employee requests that the hearing be open.
- 13.10.2.8 The District will not pay employee-witnesses who are called other than on working hours. So that arrangements can be made for an employee-witness to be released from duty without causing interference to the normal operations of the District, the employee must submit an estimate of the time that the testimony will take and specify the department and the name of the affected supervisor at the time that the witness list is submitted.
- 13.10.2.9 In reaching a decision, the Board (hearing officer) may take official notice of any matter that may be judicially noticed by the courts of this State. Parties present at the hearing will be informed of the matters to be noticed and those matters will be noted in or appended to the record. Any party will be given reasonable opportunity on request to refute the officially noticed matters by evidence or by written or oral presentation of authority, with the specific matter to be determined by the Board member who chairs the hearing or the hearing officer.
- 13.10.2.10 The Board member who chairs the hearing or the hearing officer will require the maintenance of order in the hearing room, may order the exclusion of witnesses, and may expel anyone who disturbs the hearing.
- 13.10.2.11 The order of proof in the hearing shall be as follows:
  - 13.6.2.11.1 The District shall first present evidence in support of its case:
  - 13.6.2.11.2 The employee or the employee's representative will produce such evidence as the employee may wish to offer in the employee's defense or in rebuttal of the District's case;
  - 13.6.2.11.3 The District may present evidence in rebuttal.
- 13.10.2.12 The District carries the ultimate burden of proof which is a preponderance of the evidence.
- 13.10.2.13 In the event that the case is heard by a hearing officer, the hearing officer shall make a proposed decision with findings of fact and conclusions about the appropriate level of discipline. The proposed decision will be submitted to the Board. The Board will determine whether to affirm, reject, or modify

the disciplinary action proposed by the hearing officer. If the Board determines to reject or modify the proposed decision, it must conduct its own fair and independent review of the administrative record. The Board's determination shall be final.

13.10.2.14 In the event that the case is heard by the Board, the Board's decision shall be in writing and shall set forth the findings of fact, conclusions, and reasons for the Board's determination. The Board's decision shall be final.

13.10.2.15 If the Board either modifies or rejects the discipline, the employee's personnel records shall be adjusted to reflect the Board's decision.

## Miscellaneous Provisions

13.11 When the Superintendent/President or designee determines that the needs of the District so require, an employee may be suspended immediately on an emergency basis prior to the completion of the procedures set forth in paragraphs 13.3 through 13.4. Any proposed suspension of an employee, except an immediate suspension made pursuant to this paragraph or the laws of the State of California or the United States of America, shall be stayed until completion of the hearing process if the proposed suspension is challenged. In that case, the suspension and any denial of compensation shall be an issue in the hearing before the Board or arbitrator, if one is requested by the employee.

13.11 All information and proceedings regarding any of the above actions or proposed actions shall be kept as confidential as possible by all parties to the proceeding. The notification to the employee and to the employee's representative as set forth in paragraphs 13.3.1 and 13.3.2 shall not be considered a violation of the terms of this paragraph. CCCUE shall receive a written summary of the disposition of any disciplinary action where CCCUE did not represent the employee, if the employee authorizes the release of information.

13.11 Nothing contained within this procedure shall be interpreted to deny an employee the right to seek judicial review of a disciplinary action following the completion of the procedures contained in this Article.

## ARTICLE 14 - RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

### Use of District Facilities

14.1 CCCUE shall have reasonable use of facilities, including bulletin boards.

14.1.1 Pursuant to Civic Center Act requirements, submission of a written request and approval of the Employer or designated representative shall be required for the use of all buildings or rooms. The CCCUE President or designee shall make written requests for use of facilities.

14.1.2 Reasonable use of District equipment may be provided. A reasonable charge may be assessed CCCUE for the duplicating of public documents and/or CCCUE materials.

14.1.3 CCCUE may utilize District e-mail for communications with bargaining unit members. All communications shall be in compliance with District Board Policy 3720 Computer and

Network Use, and paragraph 14.3, inclusive, of this Article.

### Notices of CCCUE Activities

- 14.2 CCCUE may post notice of activities and matters of organization business on up to four bulletin boards designated in advance by CCCUE. CCCUE may utilize employees' mailboxes for communication with its members and other employees. CCCUE shall be responsible for transporting the communications to and placing them in the mailboxes.

### Access to District Employees

- 14.3 District employees who are authorized representatives of CCCUE shall be permitted access to areas in which employees work in order to transact official business at times when the employees are not rendering services to the District. Classified representatives shall notify their supervisors prior to leaving their job site when conducting CCCUE business.
- 14.3.1 CCCUE representatives, other than District employees, shall check in at the District Human Resources Office prior to contacting any District employees when coming on campus to conduct official business.
- 14.3.2 CCCUE further agrees that the representatives exercising the right to access to employees shall not disturb, disrupt, or otherwise interfere with the work of any employee of the District.

### Board of Trustees Agenda

- 14.4 The District shall provide the CCCUE President a copy of the Board Agenda and support material, with the exception of confidential or personnel matters, have been posted on the Board of Trustees website, at the same time the material is sent to the Board.

### Seniority Roster

- 14.5 CCCUE shall be supplied with a seniority roster of all employees within five months of the effective date of this Agreement and once a year thereafter, unless updated earlier. The roster shall indicate the employee's present classification.

### CCCUE Job Representatives

- 14.6 CCCUE shall notify the District in writing of the name of each designated job representative.
- 14.6.1 Such notice will be transmitted in writing within 30 days of the execution of this Agreement and will include the areas of responsibility in which each representative shall be functioning.
- 14.6.2 CCCUE further agrees to notify the District 15 days in advance of any change in designated representatives.

### CCCUE General Meetings

- 14.7 Employees who wish to attend a general CCCUE meeting may receive up to one hour of release

time on the day of the meeting. Requests to attend the General meeting must be made at least two days in advance of the meeting date for staff planning purposes. CCCUE may hold up to twelve general meetings during the academic year.

- 14.7.1 The parties agree that an employee will not be released for the meeting if the supervisor determines that an assignment, project, or other job duties must be completed prior to the end of the workday and such release time would interfere with the employee's ability to complete such assignment.
- 14.7.2 The CCCUE President shall notify the Superintendent/President or designee of the meeting date, time, and place at least three weeks prior to the meeting.
- 14.7.3 If CCCUE determines a need for a special meeting outside of the regular schedule, they shall forward a request to the Superintendent/President for approval.

### CCCUE Release Time

- 14.8 The following release time is in addition to Release Time authorized by EERA. CCCUE will be provided up to a maximum total of 300 release time hours during each year of this Agreement for use by its representatives for attendance at Executive Board meetings, and conferences, annual conventions, workshops, trainings of local organization. CCCUE and the District will work together to ensure attendance while minimizing disruption to the work scheduling needs of the District.
  - 14.8.1 The release time will be provided upon submission of a Request for Leave form to the supervisor of the employee who plans to utilize the leave. The request shall be made before the date(s) on which the member is required to give notice of the event or meeting, as set forth in Article 14.8.1, at least one week (five work days) in advance of the activity. Flexibility may be provided based on the representatives' department schedule for those representatives who need to cover a meeting or event due to absence of another representative.
  - 14.8.2 All approved requests must be submitted to Human Resources and the hours used reported on the Monthly Report of Leave tracked under code UNB. A notice will be sent to the CCCUE President when the release time hours reach 250. Release time in excess of 300 hours shall be provided to CCCUE in accordance with EERA.
  - 14.8.3 If a written request is not made pursuant to the provisions of paragraph 14.8.1, the leave shall be denied by the supervisor. However, an employee may request that the Vice President of Human Resources and Labor Relations grant a non-precedential exception to the provisions of paragraph 14.8.1. The Vice President's determination shall be final.
  - 14.8.4 Reasonable release time shall be provided to CCCUE for attendance at Joint Labor/Management Committee (JLMC) meetings, negotiations, grievance processing or other unscheduled meetings requiring a representative from CCCUE, as specified in Article 17. An email to the direct supervisor per the notice requirements in 14.8.1, informing them of the meeting date is sufficient form of notice. Release time referenced in 14.8.4, 14.8.5 and 14.8.6 is not part of the 300 hours and therefore not reported on the Monthly Report of Leave.
  - 14.8.5 The CCCUE President or designee shall have the right to release time to attend Board of Trustee's meetings for the purpose of representing the bargaining unit members where board meetings are held during the CCCUE President or designee's normal

working hours.

- 14.8.6 The District shall provide release time to the CCCUE President or designee each week equal to 20% (8 hours) of the President's regular weekly assignment for the purpose of conducting internal Union business. The release time shall be agreed to between the immediate supervisor and the CCCUE President or designee. The release time shall not be used in connection with any concerted activities prohibited under Section 19.6 of this Agreement.

### Joint Labor/Management Committee

- 14.9 A Joint Labor/Management Committee (JLMC) is established in order to establish and maintain an on-going dialogue regarding matters of mutual interest to the District and CCCUE. The JLMC shall be comprised of four permanent members, the Vice President of Human Resources and Labor Relations, one other District manager or supervisor, and the CCCUE President and one other Member.
  - 14.9.1 The JLMC shall meet on a regular basis on a schedule established by mutual agreement of the members.
  - 14.9.2 The JLMC may be expanded to include additional members by consensus of the permanent members on an ad hoc basis.
  - 14.9.3 JLMC may discuss items such as; job descriptions, personnel complaints and issues, policy review, recruitments, rumor control, Memorandums of Understanding, and other matters of mutual interest. JLMC does not negotiate.

### Appointments to Committees

- 14.10 The President of CCCUE, after consultation with the Superintendent/President may appoint up to the following number of members to serve on the district committees listed below. Committee Chairs may make classified staff recommendations to CCCUE for consideration on committees that intersect with their roles. Cuesta College believes that servicing on Collegewide committees is an integral part of employee involvement in the Participatory Governance process. All CCCUE committee assignments are a valuable asset of the Participatory Governance process and as such, CCCUE representatives serve the college on these committees as part of their employment role at Cuesta College.
  - 14.10.1 Benefits – three appointees
  - 14.10.2 Book of the Year Committee – three appointees
  - 14.10.3 Campus Safety and Environmental Committee – two appointees
  - 14.10.4 College Council – one appointee
  - 14.10.5 Equity and Student Success Committee – three appointees
  - 14.10.6 Online Education Committee – one appointee



- 14.10.7 District Calendar Committee - one appointee
- 14.10.8 Institutional Program Plan and Review Committee – four appointees
- 14.10.9 Planning and Budget – five appointees
- 14.10.10 Staff Professional Development Committee – three appointees
- 14.10.11 Strategic Planning Committee – one appointee
- 14.10.12 Enrollment Management Committee – one appointee
- 14.10.13 Technology and Web Committee – two appointees
- 14.10.14 Scholarship Committee – two appointees
- 14.10.15 Ad hoc Committees involving union participation as needed and in proportion to other representative groups
- 14.10.16 Once a CCCUE member is appointed to serve on a committee, they must notify their supervisor of this role and the date and time that the Committee will be meeting on a monthly or bi-monthly basis. CCCUE members appointed to serve on the above campus committees shall receive release time during their work day to attend committee meetings.

### Dues Deduction

- 14.11 Upon receiving written authorization from CCCUE, the District shall deduct from the employee's pay, without charge, the dues for those employees who are members of the CCCUE bargaining unit CCCUE bargaining unit.
  - 14.11.1 On a monthly basis, the total amount of member dues deducted, together with a list of the names of bargaining unit members from whose pay the dues were deducted, shall be forwarded by the District to the Federation President and Treasurer. CCCUE shall notify unit members of their right to dues rebates.
  - 14.11.2 If the CCCUE changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least forty-five (45) days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.
  - 14.11.3 The CCCUE agrees to reimburse the District for any dues withheld and paid to the CCCUE by mistake. If the District fails to deduct the dues of a bargaining unit member, the District will make the correction at the next payroll period if notified by the Federation within ample time to make the correction. No such payroll adjustment shall exceed three (3) months dues.

### Maintenance of Dues Check-off

- 14.12 Any employee who is paying dues may stop making those payments by giving written notice to the Union during the period of not less than thirty (30) and not more than forty-five (45) days before:

- 1) The annual anniversary date of the employee's authorization, or
- 2) The date of termination of the applicable contract between the employer and the Union, whichever occurs sooner. This authorization for withdrawal shall be automatically renewed as an irrevocable check-off from year to year unless the employees revokes in writing during the window period, irrespective of the employee's membership in the Union.

### New Employee Orientation

14.13 The District shall inform the Federation of any upcoming new employee orientations at least ten (10) working days in advance of these meetings. The Federation shall be given up to thirty (30) minutes to make a presentation and to present written materials to any employee participating in such orientation. The Federation will be responsible for providing the membership authorization forms. Release time shall be provided to Federation representatives.

### Miscellaneous

14.14 CCCUE agrees to indemnify and hold harmless the District Board of Trustees, individually or collectively its officers and agents, including reimbursement for all costs, expenses, fees.

## ARTICLE 15 - SAFETY CONDITIONS OF EMPLOYMENT

15.1 The District shall make a reasonable effort to provide a place of employment which is safe and protects unit members from physical violence and threats to personal safety including harassment, discrimination, and abusive conduct (as defined in Government Code 12950.1(h)(2)). This provision does not waive a unit member's right to other recourse through administrative agencies or courts and prior exhaustion of the grievance process is not required.

15.2 Employees shall observe normally acceptable safety precautions in the performance of assigned duties, shall attempt to correct potential unsafe conditions as detected, and shall report any detected potential unsafe conditions directly to their respective supervisor in writing.

15.3 Two employees designated by CCCUE shall be named to the District's Safety Committee.

### Campus Police Officers

15.4 The District will provide the items of safety equipment, badges, and identification cards that are to be utilized by Campus Police Officers while on duty. In addition, the District will provide an initial set of approved uniforms to each Officer.

15.4.1 Safety equipment, uniforms, badges, and identification cards are the property of the District. No safety equipment, uniform, badge, or identification card may be used for other than official District business. Safety equipment, uniforms, badges, and identification cards must be surrendered to the District upon demand.

15.4.2 Each Officer shall receive a monthly allowance of \$45 (paid semi-annually on December 15 and June 15) for cleaning, maintenance, and replacement of uniforms and safety equipment. An Officer's safety equipment or uniforms that are damaged or rendered inoperative during an action taken on behalf of the District shall be replaced at the

District's expense.

## ARTICLE 16 - CONTRACTING OUT

- 16.1 The District agrees that it will not contract out work that would result in a layoff or reduction of regular assigned hours or regular wage rates of bargaining unit members.
- 16.1.1 Should the District determine to contract out work that is regularly performed by bargaining unit members for any period of time in excess of 60 calendar days, the issue shall be referred to the JLMC for review and discussion. This provision shall not apply to work that is performed as a result of a contract made pursuant to the Public Contracts Code.
- 16.1.2 If the JLMC is unable to resolve questions or issues as to a specific instance of contracting out, the matter shall be referred to the negotiating team. The parties shall attempt to resolve the matter within 15 days of the referral.

## ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.1 A "grievance" is a written allegation by a member of the bargaining unit that the employee has been adversely affected by a violation, misapplication, or misinterpretation of an express provision(s) of this Agreement. A grievance may be filed by a unit member or by the Exclusive Representative. An action to challenge application(s) of Board policies, administrative directives, rules, or procedures over matters not contained in this Agreement are not grievances under the provisions of this Article and shall be undertaken pursuant to such separate administrative procedures as established by the Board of Trustees. For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge (e.g. Affirmative Action/PERB). The grievant may elect to be represented by the Exclusive Representative at all formal levels of the grievance procedure and must inform the District in writing.
- 17.1.1 The grievant, a designated bargaining unit representative, and witnesses employed by the District, if any, participating in the processing of the grievance, shall suffer no loss in pay while attending meetings or appointments necessitated by the grievance which are mutually scheduled by the District and the Exclusive Representative.
- 17.1.2 An employee may present a grievance to the Employer and have such grievance adjusted without the intervention of the Exclusive Representative. If the employee elects not to be represented by the Exclusive Representative, the employee shall sign a waiver to that effect.
- 17.1.3 Any adjustment shall not be inconsistent with the terms of this Agreement. The Employer shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- 17.2 Once a grievance has been initiated, all matters of dispute relating to it, which occur during the processing of the grievance shall become part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, no grievant shall be entitled to initiate a new grievance on any matter or occurrence which property could have been concluded in the first grievance.

- 17.3 Time limits may be extended or shortened by mutual agreement in writing of the grievant and the Federation, if represented, and the District.
- 17.3.1 Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.
- 17.3.2 If a Level One grievance or a Level Two appeal is filed within five days of a scheduled off-duty day for the grievant, the applicable time lines set forth in paragraphs 17.7.2, 17.7.3, 17.8, 17.8.2, 17.8.3, or 17.8.4.4 shall be tolled at request of the grievant.
- 17.4 No reprisal will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation. Forms and documents prepared solely for the processing of a grievance shall be maintained in a separate file and shall not be placed in the employee's personnel file.
- 17.5 Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.
- 17.5.1 If a grievance arises at a level above the employee's immediate supervisor, the initial filing, which shall comply with the provisions of Level One, shall be made at Level Two.
- 17.5.2 If at any time during the processing of a grievance prior to the conclusion of Level Two, one or more other grievances are timely filed by any employee(s) involving the same or essentially the same facts and issues, the Superintendent/President may determine that the later filed grievances shall be consolidated with and heard together starting at the level at which the earliest grievance is then pending.
- 17.6 Prior to filing a formal grievance, and within 10 days after the grievant or the Federation knows or reasonably should have known of the circumstances which form the basis of the grievance, the grievant shall discuss the problem with the immediate supervisor. The immediate supervisor should attempt to adjust the problem and shall respond in writing within five days of the meeting.
- 17.6.1 If a grievant chooses to file a grievance without contacting the Federation the timeline starts with when the grievant knows or reasonably should have known and the timeline does not change if/when the Federation is included in the process.
- 17.6.2 When a grievant, after having initiated the grievance process on their own, later seeks representation by the Federation and the Federation so notifies the District that the grievant is now represented by the Federation, the District will inform the Federation of the start date of the grievance. This notice shall occur no earlier than the date of the notice and no later than three (3) business days after notice of representation is received by the District.
- 17.6.3 If the Federation is filing as the grievant, the informal step will occur with the JLMC leadership team.

### Level One

- 17.7 If the informal discussion does not resolve the grievance, a formal level grievance may be initiated not later than 15 days after the 5-day response period subsequent to the informal meeting with the immediate supervisor. The grievant shall file a Level One Grievance Form with the immediate

supervisor (Grievance Forms attached as Appendix C).

- 17.7.1 A grievance not containing the required information shall be rejected as being improperly filed. Such rejection shall not extend the time limits of this Article.
- 17.7.2 The immediate supervisor shall hold a formal conference with the grievant within 10 days of the filing of the grievance.
- 17.7.3 The supervisor shall communicate a written decision, including the reasons for the decision, to the grievant within 10 days of the formal conference.

## Level Two

- 17.8 If the grievance is denied at Level One, the grievant may file a Level Two written appeal to the Superintendent/President (or designee other than the employee's immediate supervisor) within 10 days of the Level One denial.
  - 17.8.1 The appeal shall contain all materials filed in Level One and the decision accompanied by a statement of the reason for the appeal.
  - 17.8.2 The appeal shall also state the grievant's election to proceed at Level Two by either (1) a meeting with the Superintendent/President (or designee other than the employee's immediate supervisor) pursuant to paragraph 17.8.3 or (2) conciliation by the California State Mediation and Conciliation Service pursuant to paragraph 17.8.4. The election of one option shall exclude the other. If the grievant does not elect to proceed by conciliation, the Superintendent/President (or designee other than the employee's immediate supervisor) may elect to do so and advise the grievant within 10 days of the filing of the appeal.
  - 17.8.3 A meeting between the Superintendent/President (or designee other than the employee's immediate supervisor) and the grievant shall be held within 10 days of the filing of the appeal. The Superintendent/President (or designee other than the employee's immediate supervisor) shall transmit a written decision including the reasons for the decision to the grievant within 10 days of the meeting.
  - 17.8.4 Where the grievance proceeds by conciliation, the conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.
    - 17.8.4.1 The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
    - 17.8.4.2 The conciliator shall not issue any public statements of fact or opinion on the issue.
    - 17.8.4.3 Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
    - 17.8.4.4 Within 10 days of the conciliation session, the Superintendent/President (or designee other than the employee's immediate supervisor) shall transmit to the grievant a written decision including the reasons for the decision. If the conciliation has produced a mutually acceptable solution, that solution should be the Superintendent/President's (or designee other than the employee's immediate supervisor) decision.

## Arbitration

- 17.9 A grievance that has been denied at Level Two may be submitted to Arbitration by the Exclusive Representative pursuant to the provisions of the Code of Civil Procedures § 1280, et. seq. The submission shall be made within 10 days of the Level Two denial. The Arbitrator shall be selected from the panel of the California State Mediation and Conciliation Service.
- 17.9.1 The arbitration process established by this Agreement is limited by the following provisions of this paragraph:
- 17.9.1.1 If a grievant who filed a grievance utilized the provisions of paragraph 17.1.2 and is satisfied with the Level Two decision, the Exclusive Representative is barred from instituting the arbitration procedure provided that the Level Two decision does not violate this Agreement or does not create a precedent.
- 17.9.1.2 The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue or issues submitted in the original grievance filing, any matter incorporated pursuant to paragraph 17.2, and any procedural objections made by the District. The arbitration shall not determine any other issue or issues.
- 17.9.1.3 Any Arbitrator shall have no power or authority to hear a grievance regarding any of the following matters:
- 17.9.1.3.1 Any Article, issue, or matter that is excluded from utilizing the grievance procedure of this Article by terms of the particular Article, issue, or matter.
- 17.9.1.3.2 The promulgation of rules or procedures for the implementation of this Agreement.
- 17.9.2 If a question arises as to the arbitrability of a grievance that has been submitted to arbitration, the Arbitrator shall rule on that issue prior to a hearing on the merits of the grievance.
- 17.9.3 Following a hearing on the merits of the grievance, the Arbitrator shall issue a written Decision and Award which sets forth the Arbitrator's findings of fact, reasoning, and conclusions on the precise issue or issues submitted. In rendering the Decision and Award, the Arbitrator shall be limited as follows:
- 17.9.3.1 Where the District has made a judgment involving the exercise of discretion, the Arbitrator shall review the District's decision solely to determine whether the decision violated the Agreement. The Arbitrator's judgment shall not be substituted for the judgment of the District.
- 17.9.3.2 The Arbitrator shall not issue any statement of opinion or conclusion that is not essential to the determination of the issue or issues submitted.
- 17.9.3.3 When the Arbitrator is required to interpret a provision or provisions of this Agreement, the Arbitrator may not consider authorship of the provision.

- 17.9.4 The Arbitrator's Decision and Award may include restitution, financial reimbursement, or other proper remedy, except fines or penalties. The Arbitrator's Decision and Award, which is final and binding, shall be submitted to the District and the Exclusive Representative for review and implementation.
- 17.9.5 The parties shall share the per diem charge and expense costs of the Arbitrator and the case administration fee, if any, equally. Each party shall bear all other costs of its own case.

## ARTICLE 18 - LAYOFF AND LAYOFF PROCEDURES

### Reason for Layoff

- 18.1 Layoff of classified employees may occur for lack of work or lack of funds.
- 18.1.1 Layoff for lack of funds or layoff for lack of work includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.
- 18.2 A member of the Classified unit that has been issued layoff notice may request to have exclusive representation at any time during the layoff process.

### Notification/Consultation

- 18.3 Preliminary notice of layoff shall be provided to the affected unit member by March 15, which shall be served by special delivery or, if the unit member is not readily available, by certified mail.
- 18.3.1 The unit member may submit a request for hearing and notice of participation within the timelines proscribed in Education Code 88017.
- 18.3.1.1 In this case, the District shall provide the unit member a District statement of reduction in force, containing the reasons the unit member's services will not be required for the ensuing year, the unit members displacement rights, if any, reemployment rights and applicable statute(s).
- 18.3.1.2 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, the employees to be laid off shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights.
- 18.3.1.3 If the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.
- 18.3.2 Five (5) days prior to Board approval, the District shall notify CCCUE of impending layoffs in writing. The notification shall include the reason for the layoff, the affected department(s), the proposed classification(s) and the date of implementation. A copy of each layoff notice will be sent electronically to the exclusive representative. The layoff

shall be implemented no sooner than 60 days following approvals by the Board of Trustees.

- 18.3.2.1 The District agrees to consult with CCCUE with regard to the particulars of the layoff, including the names, classifications, and seniority standing of potentially affected employees. The District shall be obligated to negotiate not only the effects of a layoff, but must also negotiate a reduction of hours.
- 18.3.2.2 A copy of each layoff notice will be sent electronically to the exclusive representative. As a condition to these notifications, CCCUE must notify the District of the intent to negotiate within seven (7) days of the Board approval of layoff(s).

## Layoff Notice

18.4 The layoff notice should include the following:

- 18.4.1 The name and classification of the employee designated for layoff.
- 18.4.2 The reason for the layoff.
- 18.4.3 The employee's displacement (bumping) rights, if any.
- 18.4.4 The employee's reemployment rights.
- 18.4.5 The right to an interview with the Vice President of Human Resources & Labor Relations during working hours.
- 18.4.6 A statement that the employee may have a right to unemployment insurance.
- 18.4.7 Subject to approval by the appropriate carrier, a statement that the employee has a right to continue insurance at their own expense, after the provisions of 18.14 has expired.

## Order of Layoff

18.5 The order of layoff shall be based on seniority established within the current class, in addition to any higher job class previously held throughout the District.

- 18.5.1 An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the Date of Hire within the class.
- 18.5.2 If two or more employees subject to layoff have equal class seniority; the determination as to who shall be laid off will be made on the basis of total District seniority. If they are still equal, the determination shall be made by lot.
- 18.5.3 Lot will be completed in the Human Resources department with two (2) members of CCCUE and two (2) District appointed individuals to witness. An HR staff member will draw numbers to identify seniority. A memo informing the employee of their seniority number will be placed in the personnel file and a copy sent electronically to the employee and the CCCUE President.



- 18.5.4 The District shall issue a Notice of Layoff to each affected employee in compliance with the applicable provisions of the Education Code not less than 60 days prior to the effective date of the layoff.

### Bumping Rights

- 18.6 An employee who is laid-off may displace ("bump") an employee in a previously held permanent position, if the laid-off employee (1) meets the qualifications for the position, (2) has previously acquired permanence in the position, and (3) has greater seniority as defined in 18.6.1 above.
- 18.6.1 An employee transferred from one class to another shall retain his/her seniority in the former class; seniority in the new class shall begin on the date of transfer.
- 18.6.2 In the event of a tie in a class, preference would be given to the employee with the longest total service with the District. If a tie still exists, the employees will draw lots to determine preference. Please refer to 18.5.3 for lot process.
- 18.6.3 In the event of a tie in a class, preference would be given to the employee with the longest total service with the District. If a tie still exists, the employees will draw lots to determine preference. Please refer to 18.5.3 for lot process.

### Re-employment Rights

- 18.7 A laid off employee is eligible for re-employment in the class or classes from which the employee was laid off or for positions in which they reasonably qualify, based on District hiring criteria, for a 39-month period and shall be re-employed in the reverse order of layoff.
- 18.7.1 Employees on the re-employment list shall be given preference over new applicants (internal or external). A permanent employee laid off and subsequently reinstated within 39 months within the classification from which he/she was laid off, shall regain the seniority earned prior to the time of layoff.
- 18.7.2 A laid off employee may apply for a promotional position within the filing period specified under this Article. The District shall post all classified position pursuant to this Agreement.
- 18.7.3 Employees have the opportunity to apply for promotional positions and must meet the required qualifications for the position and other District hiring criteria as specified in Article 9. Preference will be given to employees above new applicants (internal or external).

### Voluntary Demotion/Voluntary Reduction

- 18.8 An employee who takes a voluntary demotion or voluntary reduction in assigned time in lieu of layoff or remains in the employee's present position rather than be reclassified or reassigned, shall be granted the same rights as any employee who has been laid off. In addition, the employee shall retain eligibility to be considered for re-employment for an additional period of 24 months provided that the same test of fitness under which the employee qualified for appointment to the class shall still apply.
- 18.9 An employee who takes a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be given an option to return to a position in the employee's former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but, if

there is a valid re-employment list, the employee shall be ranked on that list in accordance with seniority.

### Vacancy

18.10 Unit members on a re-employment list shall be assigned to vacancies in which they apply, in preference to new applicants (internal or external) if determined qualified by the districts hiring criteria.

### Seniority Roster

18.11 The District shall provide a seniority roster every March 1st to CCCUE. Upon written request, the District shall provide CCCUE with an updated seniority roster at least 60 calendar days before the District exercises its managerial right to effectuate the layoff. The seniority roster shall indicate the employee's class seniority and hire date within the class or classes in which the employee has been employed.

### Notification to Employee – Re-Employment

18.12 Any permanent employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent both electronically and by prepaid United States priority mail addressed to the employee at his/her last known address.

### Employee Notification to District

18.13 An employee shall notify the District in writing of the intent to accept or refuse re-employment within ten (10) workdays following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work on the date indicated. If an employee refuse the employment offer, the offer shall be made to the next person on the re-employment list with the greatest seniority. All employees who are in a laid-off status shall remain on the re-employment list for a period of 39 months. After their third refusal, no additional offers will be made and the employee shall be considered unavailable until they indicate otherwise in writing.

### Health and Welfare Benefits

18.14 The District agrees to provide the contribution provided in ARTICLE 4, HEALTH AND WELFARE BENEFITS, paragraph 4.1, for the month following the month in which the employee was laid off, pursuant to the provisions of this Agreement and was eligible and receiving the District's health and welfare benefits at the time of layoff.

At least one year of service, but less than 5 years	2 months
At least 5 years of service, but less than 7 years	4 months
At least 7 years of service	6 months

18.14.1 An employee who elects to continue the Health and Welfare benefits beyond the period of the District's contributions may do so provided that the terms of the insurance plan or program allow the practice and the employee makes payments directly to the District on a schedule established by the District.

## Unemployment Benefits

18.15 Upon written request, the District agrees to provide the Employment Development Department with any and all information pertaining to any laid off employee who files for unemployment benefits.

## Retirement in Lieu of Layoff

18.16 Notwithstanding any provision of law, any permanent classified employee who was subject to being or was in fact laid off for lack of work or lack of funds and who service requirement from CalPERS shall be placed on an appropriate re-employment list. The District shall notify CalPERS of the fact that retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently subject to re-employment or accepts in writing the appropriate vacant position, the District shall maintain the vacancy as provided in this Agreement and/or until CalPERS has Properly processed a request for reinstatement from retirement.

## Notice of Vacancies

18.17 The District shall determine in all cases if a vacant position within the bargaining unit exists and when a vacant position shall be filled among employees who were laid off and are on the District's current re-employment roster. The District shall notify all laid-off employees in writing of any vacancies in the classified bargaining unit. This notice shall be sent by email. If there is no personal email on file with the District, then the notice will be mailed to the last address given to the District by the employee. Further, all laid-off persons shall receive priority consideration for any vacancy that the employee qualifies for before consideration is given to any new applicant (internal or external).

## Miscellaneous

18.18 Any employee who was improperly laid off shall be re-employed upon discovery of any error and shall be compensated for loss of any benefits and salary to which the employee is legally entitled.

18.19 The parties mutually agree that the provisions stated herein represent full agreement as to the procedures that are to be followed when conducting layoffs in the classified service and there shall be no duty on the part of either party to meet and negotiate these procedures further during the term of this Agreement.

18.20 No permanent or probationary unit member shall be laid off if a short-term employee working 60 days or more is retained within the affected classification to render a service that the classified employee is qualified to perform as determined by the District. If qualified permanent or probationary employees refuse the temporary assignment, the short-term employee may be retained in the position.

## ARTICLE 19 - CONCLUSION

### Completion of Negotiations

19.1 This Agreement represents complete collective bargaining and full agreement by the parties in respect to wages, hours of employment, and all other terms and conditions of employment which

shall prevail during the term or terms hereof. Any matter of subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

19.1.1 Except as provided by paragraph 19.1.2, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters may have been proposed and later withdrawn.

19.1.2 The District agrees that it will not change any “term and condition of employment” (including those contained in Board Policy) as defined in the Act without notifying the Exclusive Representative of the intended change in writing. The Exclusive Representative must make a written demand to bargain the effect of the change within 10 days of the notice that the change is being made or the right of the Exclusive Representative to meet and negotiate as to the specific matter shall be waived. The District agrees that it will meet and negotiate at a mutually acceptable time following receipt of the written demand.

### Past Practice

19.2 The specific provisions of this Agreement shall prevail over any past practice or procedure. When references are made to statutes (e.g. Education Code, Civic Center Act, Government Code), such reference is informational only and does not subject the provision of such statutes to the grievance processes of this Agreement.

### Severability and Savings

19.3 In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.

### Management Retained Rights

19.4 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine the times and hours of operation; determine the type and level of service to be provided, and the method and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities for students; determine staffing patterns; determine the number and types of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work as legally allowed under the Education Code and the Government Code; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate, discipline, layoff, and reduce service of classified employees.

19.4.1 The exercise of foregoing powers, rights, authority, duties, and responsibilities by the District, and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

19.4.2 The District retains its right to temporarily amend, modify, or rescind policies and practices set forth in this Agreement in emergency circumstances arising from

extraordinary unforeseen events.

- 19.4.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner at a different time.
- 19.4.4 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in this Agreement.

### Continuation of Economic Benefits

- 19.5 Upon expiration of this Agreement, or of any interim salary or fringe benefit payment Article, employees who are re-employed for the following year shall be paid the same salary as for the final (or any interim) year of the Agreement, until such time as a new Agreement is ratified by the parties or the duty to bargain has been completed. Dollar amounts specified herein for the payment of fringe benefits shall be the same pursuant to this paragraph.

### Concerted Activities

- 19.6 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform functions and responsibilities, or other interference with the operations of the District by CCCUE or by any CCCUE officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
  - 19.6.1 CCCUE recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by it, CCCUE agrees in good faith to take all necessary steps to cause those employees to cease such action.
  - 19.6.2 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
  - 19.6.3 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement from any employee of CCCUE.

### Duration of Agreement

- 19.7 This Agreement shall be in full force and effect from the latest date of ratification by the parties to June 30, 2023, after which this Agreement shall continue on a month-to-month basis until a new agreement has been ratified by the parties.

CCCUE and the District agree that each party will have two (2) article reopeners available, not including Articles 3 and 4 for the duration of this agreement.

RECOMMENDED TO DISTRICT  
BOARD OF TRUSTEES FOR  
APPROVAL BY:

RECOMMENDED FOR CCCUE  
RATIFICATION BY:

For the Employer:

For the Exclusive Representative:

*Melissa Richerson*

---

MELISSA RICHERSON  
Assistant Superintendent/Vice President,  
Human Resources

---

REBECCA "BECCI" CARTER  
President, Bargaining Team

*Dr. Elizabeth Coria*

Dr. Elizabeth Coria (Aug 11, 2023 15:46 PDT)

---

ELIZABETH CORIA, Ed.D.  
Assistant Superintendent/Vice President,  
SSSP

*Diane Limon*

---

DIANE LIMON  
Vice President, Bargaining Team

*Dan Troy*

Daniel Troy (Aug 11, 2023 16:44 PDT)

---

DAN TROY  
Assistant Superintendent/Vice President  
Administrative Services

*Wes Martin*

---

WES MARTIN  
CCCUE Bargaining Team

*Jason Curtis*

---

JASON CURTIS, Ph.D.  
Assistant Superintendent/Vice President  
Instruction

*Hunter Perry*

---

H. HUNTER PERRY  
CCCUE Bargaining Team

## RATIFICATION AND ACCEPTANCE

By their signatures below, the signatories certify that they are authorized representatives of either the Employer or the Exclusive Representative as the contracting parties, that all actions necessary for the Employer or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**For the Employer:**

SAN LUIS OBISPO COUNTY COMMUNITY  
COLLEGE DISTRICT

**For the Exclusive Representative:**

CUESTA COLLEGE CLASSIFIED UNITED  
EMPLOYEES/AFT LOCAL 4606



---

JILL STEARNS, Ph.D.  
Superintendent/President

---

REBECCA "BECCI" CARTER  
President

## APPENDIX A, SALARY SCHEDULES









APPENDIX B, GRIEVANCE FORMS

**CUESTA COLLEGE  
GRIEVANCE FORM - LEVEL ONE**

Collective Bargaining Agreement, Article 17, paragraph 17.7. If an informal discussion with the immediate supervisor has not resolved a potential grievance, a Level One grievance may be initiated not later than twenty (20) days after the employee knew or reasonably should have known of the act or omission giving rise to the grievance. The grievance shall be filed with the immediate supervisor.

\_\_\_\_\_  
Employee Name (Print) \_\_\_\_\_  
Date of Alleged Violation

\_\_\_\_\_  
Position \_\_\_\_\_  
Department

List the specific Article(s) or Section(s) of the Agreement violated: \_\_\_\_\_  
\_\_\_\_\_

Briefly describe the alleged violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Give a brief synopsis of the informal conference: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the specific relief requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I request that time lines be suspended during any non-scheduled work days (Article 16, paragraph 16.3.2).

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Filed with the Immediate Supervisor: \_\_\_\_\_ Supervisor Initials: \_\_\_\_\_

**Article 17, paragraph 17.7.2.** The immediate supervisor shall hold a formal conference with the grievant within ten (10) days of the filing of the grievance. **Article 17, paragraph 17.7.3.** Within ten (10) days of the formal conference, the supervisor shall communicate a decision to the grievant in writing.

Date of Conference: \_\_\_\_\_ Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CUESTA COLLEGE  
GRIEVANCE APPEAL FORM - LEVEL TWO**

Collective Bargaining Agreement, Article XVII, paragraph 17.8. If the grievance is denied at Level One, the grievant may file an appeal to the Superintendent-President or designee within ten (10) days of the Level One denial.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Department

Please give a statement of the reason for the appeal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Article 17, paragraph 17.8.1.** Please attach all materials filed at Level One and the Level One decision.

**Article 17, paragraph 17.8.2.** Please check the appropriate box:

- I request a Level Two meeting with the Superintendent-President or designee. [Meeting to be held within ten (10) days of the filing of this appeal.]
- I request conciliation at Level Two.

Employee Signature: \_\_\_\_\_

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

Date filed with Superintendent-President: \_\_\_\_\_

Signature/Initials: \_\_\_\_\_

**Article XVII, paragraphs 17.8.3/17.8.4.4.** The Superintendent-President or designee shall transmit a written decision to the grievant within ten (10) days of the meeting/conciliation session.

Date of Meeting/Conciliation: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Superintendent-President Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX C, DEFINITIONS

A “**day**” is a day when the District office is open for business.

**Discipline or disciplinary action** shall mean formal actions against a permanent classified employee in the form of a demotion, reduction in wage rate, suspension, or termination of an employee when any of these actions is taken as a result of an offense committed by the employee. See Article 13.1.

**Dual Assignment** is an assignment to more than one designated campus/center site (e.g. San Luis Obispo, North County) during the employee’s regular workweek.

**Extended Leave:** When a person employed in the classified service is absent from his or her duties on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the employee's position during his or her absence. (Education Code 88196).

**Full-time employee** shall mean an employee whose regular assigned hours of work are eight hours per day (or 40 hours per week) for at least nine calendar months per year.

**Grievance** is a written allegation by a member of the bargaining unit that the employee has been adversely affected by a violation, misapplication, or misinterpretation of an express provision(s) of this Agreement. An action to challenge application(s) of Board policies, administrative directives, rules, or procedures over matters not contained in this Agreement are not grievances under the provisions of this Article and shall be undertaken pursuant to such separate administrative procedures as established by the Board of Trustees. For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge (e.g. Affirmative Action/PERS).

**Grievant** is a member of the bargaining unit who files a grievance. The Exclusive Representative may file a grievance on its own behalf or on behalf of a grievant who has signed a written request for representation.

**Health and welfare benefits** means only the medical, dental, and vision insurance coverage plans offered by the District. Without limitation, health and welfare benefits does not include life insurance, disability insurance, cafeteria or medical flexible spending accounts, annuities, TSAs, 457 plans, 403 plans, whether paid for directly, through salary deferral, or through fringe benefit allowance.

**Immediate supervisor** is the non-unit person with immediate jurisdiction over an employee.

**Member of the immediate family** shall mean the grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son-in-law, daughter-in-law, brother, sister, or domestic partner of the employee, or any relative living in the immediate household of the employee. Also included in the definition are natural or step or foster children or parents of the employee or spouse or domestic partner. For the purposes of bereavement leave, the definition of "immediate family" shall include the aunt or uncle of the employee.

**On-call** shall mean that an employee who would otherwise be off duty on a given day has been required to remain available to be called in to work on short notice if the need arises. An on-call employee is required to respond by telephone within 15 minutes and, if requested, to report for work within a

reasonable amount of time.

**Part-time employee** shall mean an employee whose regular assigned hours of work are fewer than eight hours per day or 40 hours per week.

**Permanent employee** as set forth in Education Code §88001 (b) shall mean a regular classified employee who has tenure in the classification in which the employee passed the required probationary period.

**Probationary employee** shall mean a regular classified employee who has not completed the required probationary period. The probationary period is six (6) months. Pursuant to the Commission on Peace Officers Standards and Training, Police Officers and Dispatchers must complete a one year of paid service probationary period from their date of appointment in the classified position to be designated as a permanent employee.

**Promotion** shall mean a change in assignment of an employee from a position in one class to a position in another class with a higher salary grade.

**Reassignment** shall mean the change of an employee from one work location to another work location where the change is initiated by management and results in the employee's duties being transferred to the new work location.

**Sick Leave** is accrued at 12 days per year for full-time employees and prorated for ten (10) and eleven (11) month employees. Utilization of these accrued days can be taken in hourly increments, for sick leave, personal necessity, personal business, FMLA, etc.

**Split Assignment** is an assignment to more than one designated campus/center/site (e.g., San Luis Obispo, North County) on a scheduled workday of the affected employee.

**Transfer** shall mean the change of an employee from one position to another position in the same class with the same salary grade.

## APPENDIX D, 10 DISTRICTS (COMPARISON GROUP)

Allan Hancock College  
Antelope Valley College  
Cabrillo College  
Citrus College  
College of the Desert  
Hartnell College  
Monterey Peninsula College  
Mt. San Jacinto College  
Santa Barbara City College  
Victor Valley College



APPENDIX E, CLASSIFIED EVALUATION FORM



CLASSIFIED PERFORMANCE EVALUATION

<b>Employee Name:</b> [REDACTED]		
<b>Position:</b> [REDACTED]		
<b>Probationary:</b> <input type="checkbox"/> First <input type="checkbox"/> Second <b>Permanent*:</b> <input type="checkbox"/> Scheduled <input type="checkbox"/> Off-Cycle <input type="checkbox"/> Longevity		
<b>Department:</b> [REDACTED]	<b>Supervisor:</b> [REDACTED]	
<i>*Evaluation for permanent employee conducted every two years.</i>		
<b>Definition of Ratings:</b> (4) Exceeds Expectations     (3) Meets Expectations (2) Needs Improvement     (1) Unsatisfactory		
PERFORMANCE FACTORS	RATING	COMMENTS
<b>1. Work Quality:</b> Consider the extent to which work is accurate, neat, well organized, and thorough.	[REDACTED]	[REDACTED]
<b>2. Working Relations:</b> Measurement of ability to work with and through others. Ability to work effectively as part of a group.	[REDACTED]	[REDACTED]
<b>3. Meeting Work Commitments:</b> Extent to which the employee completes work assignments and follows established procedures.	[REDACTED]	[REDACTED]
<b>4. Demonstration of Initiative:</b> Extent to which the employee shows ingenuity in initiating job duties. Readiness to take action.	[REDACTED]	[REDACTED]
<b>5. Dependability and Reliability:</b> Can be relied upon to carry out responsibilities of the position with minimal supervision.	[REDACTED]	[REDACTED]
<b>6. Attendance &amp; Punctuality:</b> Consider the employee's attendance and tardiness.	[REDACTED]	[REDACTED]
<b>7. Safety:</b> Complies with District safety policies and practices. Operates equipment and/or vehicles in a safe manner. Reports any unsafe conditions.	[REDACTED]	[REDACTED]
<b>8. Communication Skills:</b> Ability to get a verbal or written message across in a clear, organized, and appropriate manner. Ability to understand instructions.	[REDACTED]	[REDACTED]

**A. Employee Strengths:** Discuss areas in which the employee has demonstrated significant strengths or abilities and include goals (i.e. professional development). *(Attach additional pages if needed)*

**B. Improvement Needs:** Based on overall performance, discuss areas in which employee demonstrates need for improvement. *(Attach additional pages if needed)*

**C. Overall Rating:**  (4) Exceeds Expectations  (3) Meets Expectations  (2) Needs Improvement  (1) Unsatisfactory

**Definition of Ratings:** (4) Exceeds Expectations (3) Meets Expectations (2) Needs Improvement (1) Unsatisfactory  
*If Overall Rating is (1) Unsatisfactory or (2) Needs Improvement, a **Classified Improvement Plan** must be completed and attached.*

**Employee's Comments:** *(attach additional sheet if needed)*

*Signature by employee indicates he/she has read and received the performance evaluation.*

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's (Supervisor) signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator's signature

\_\_\_\_\_  
Date

## APPENDIX F, OUT OF CLASSIFICATION PROCESS

Work out-of-classification (OOC) is permitted in accordance with the provisions outlined herein, California Education Code, the CCCUE collective bargaining agreement, and District Policy/Procedure. In the event of a conflict, the collective bargaining language takes precedence.

Work OOC assignments are infrequent occurrences prompted by extraordinary, temporary, or crisis situations. The District must be actively recruiting to fill a vacancy or substituting for an absence. The work OOC assignment is subject to termination by the district. It is the responsibility of managers to ensure that employees are working in their authorized classifications. Work OOC appointments should only be authorized when the appointment is crucial to the operation of the department.

### 1. Definitions

As used in this document, the following terms mean:

Work out-of-classification/out-of-classification assignment -- Classified employees shall not be required to perform duties that are outside of the Board approved job description for any period of time that exceeds five working days within a IS-calendar-day period except as authorized in these procedures.

An employee may be required to perform duties inconsistent with those assigned to the position for a period of more than five working days if his/her salary is adjusted upward for the entire period he/she is required to work out of classification in amounts that will reasonably reflect the duties required to be performed outside his/her normal assigned duties. (California Education Code § 88010)

- District-initiated- Work is considered out-of-classification when the tasks are assigned by the district.
- Higher Classification-A classification with a salary range maximum that is any amount higher than the salary range maximum of the classification to which the employee has a current, legal appointment.
- Classification - Each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position. (California Education Code § 88010) Positions within the same classification (1) are comparable in the type of work performed, (2) require substantially the same requirements as to education, experience, knowledge, and ability, and (3) are comparable in the level of difficulty and responsibility are placed in the same class so they will be treated alike for recruitment, examination, transfer, and pay.

Excluded from this definition are the following:

- Reclassification. A permanent reclassification is possible when an employee's regular duties and responsibilities undergo significant changes. The position may be reviewed pursuant to the terms in the collective bargaining agreement.

## 2. Purpose and Scope

The purpose of this document is to establish the process for authorizing work OOC assignments to ensure the uniform and consistent application of OOC assignments district-wide. The procedure is applicable to all classified positions.

## 3. Eligibility and Qualifications

The employee must be a regular classified employee who meets the minimum qualifications of the work OOC assignment. Human Resources will confirm minimum qualifications as described in the job description following the application process, and may require additional information for verification.

Individuals who do not meet minimum qualifications standards may be temporarily assigned OOC under the following conditions: (a) Emergencies which require immediate attention, (b) Qualified employees are not available for appointment, (c) Other acceptable reasons as determined by the Human Resources Officer.

In order to be eligible for work OOC, the employee must attain an overall annual evaluation rating of "meets requirements" or "exceeds requirements" for the academic year immediately preceding the year in which the increase is granted, if the employee was evaluated.

The vice president human resources and labor relations or designee is responsible for reviewing the duties performed and documentation to assess an individual's qualifications for the OOC assignment.

## 4. Duration

The duration of work OOC assignments must not exceed 60 days for substituting for a vacant position and up to 195 days for an employee absence. No OOC assignment substituting for a vacant position shall exceed a total of 960 hours in a fiscal year (Government Code 20480).

## 5. Compensation

For the duration of the work OOC assignment, compensation will be temporarily adjusted to the greater of (1) the classification salary base rate of pay ( step A) at the higher level position, or (2) five percent above the employee's regular base rate of pay. OOC compensation is subject to suspension when the employee goes on extended leave. The vice president human resources and labor relations or designee is responsible for approving compensation in accordance with the guidelines herein.

The compensation will be step A of the position that is resulting in the out of class OR 5%, whichever is more.

## 6. Personnel Action

The form is required to initiate personnel action and must be approved by Human Resources prior to the employee commencing OOC work. The form includes the following elements:

- Scope of work (describe duties and relative time which the employee will spend performing the duties of the higher classification)
- Duration of work (start and end dates)

- Submitted by manager to immediate supervisor, vice president or superintendent/president for approval.
- Human Resource will provide a signed personnel action form to the manager and employee.

Both management and employees have responsibility to see that the assignments of OOC job duties are accurately documented and placed in the personnel file.

## 7. **Assignment of Duties**

When a manager receives authorization to offer an OOC work opportunity to employees, the opportunity shall be made available to employees based on interest, qualifications, and seniority (SLOCCCD/CCCUE CBA Article 18). The opportunity shall be communicated via hardcopy and/or electronic means, and employees shall be given 10 working days to express interest in the OOC assignment. SLOCCCD shall determine whether to make the assignment known within the originating work unit, division or department, first, before broadening the search to other departments. The vice president human resources and labor relations or designee is responsible for reviewing the assignment of duties and ensuring conformance with legal and SLOCCCD processes.

## 8. **Seniority**

Out of class service does not accrue towards seniority in the class. It does not constitute a right to permanent status or a right to employment in the class/position of the work OOC assignment.

## 9. **Grievances**

Reference the Collective Bargaining Agreement between San Luis Obispo County Community College District and Cuesta College Classified United Employees AFT, Local 4606.

## **APPENDIX: Frequently Asked Questions**

How are, reclassification and work out-of-classification different?

- A permanent reclassification is possible when an employee's regular duties and responsibilities undergo significant changes. The position may be reviewed pursuant to the terms in the collective bargaining agreement.
- Work out-of-classification is a temporary, district-initiated assignment to perform duties and responsibilities inconsistent with the employee's primary job, allocated to an existing, higher classification, and the position is not allocated to the classification in which the person has a current, legal appointment.

How are classification and qualifications different'?

- Classification pertains to a position or job and the evaluation process that determines the appropriate pay system, occupational series, title, and grade/pay band.
- Qualifications pertain to a person and describe the knowledge, skills, and/or abilities a person needs to be eligible for and successful in a job/position or a particular occupation.

How is classification determined?

- Classification is determined by comparing the duties and qualifications of a position with the categories in the job classification model and assigning the position to the appropriate category, title, and pay band.